

# Request for Quotation

Telephone :  
Telefax :  
Telex :  
Cables :

<City>,

Reference - to be quoted in all communications
Material / Equipment / Work
Final Destination
Quote Delivered
Duties / Taxes to be stated separately
Quotation required in _____ copies
Closing Date :

Please submit your quotation in the **English Language** for the subject materials, equipment and/or work, in accordance with the instructions and condition herein, the attached Terms and Conditions of Purchase and the attached documents listed below.

Your quotation **must** at least include and/or be accompanied by the information marked X below. Failure to comply with these requirements may prevent consideration of your quotation.

- 1 All documents marked under paragraph 1 on requisition sheet "Vendor Furnished Documents".
- 2 Itemized and total prices including suitable packing or protecting (details to be given) and delivery free to delivery point mentioned above.
- 3 Origin of material being quoted (country, place and name of manufacturer).
- 4 Proposed method of shipment which is included in your price and approximate shipping weights and dimensions.
- 5 Confirmation that testing, X-ray and/or stress relieving at least in accordance with requirements of attached documents and/or applicable codes are included in your p[rices].
- 6 Confirmation that cost of spare gaskets per our specifications is included in your prices.
- 7 Unit prices for supply and installation (include reinforcement where necessary) of nozzles 1/2"-12" and manholes 18"-24" for pressure rating shown on our drawings, together with price per kg. for clips, which prices apply in case of changes, additions or deletions.
- 8 Your best **realistic** delivery time at the delivery point mentioned above.
- 9 A preliminary schedule including, where applicable, times in weeks from receipt of order for submittal of drawings and other documents, placement of sub-orders, arrival of materials and/or components in your shops, principal stages of fabrication, testing and shipment together with required time for receipt from Company of final information (such as nozzle orientations and no clip details for pressure vessels).
- 10 Confirmation that equipment/material/work is entirely in accordance with our specifications and, if applicable, will meet requirements of national and/or local regulations, together with those of the applicable construction codes. Any proposed deviations to be advised as a separate paragraph.
- 11 Extent to which your price covers governmental inspection.
- 12

- We reserve the right to reject part or complete bid or award the order to an other than the lowest bidder without any advise.
- All documents submitted to you as part of the Request for Quotation remain our property and their contents may not be disclosed to third parties unless agreed upon by us in writing.
- If you are unable to bid, please advise reason by return mail and return the attachments at the same time.

Please address your reply to :

<Company Name>

All contacts in connections with this inquiry should be through

RB25008.doc



By:

.....  
www.red-bag.com

## Instructions and Conditions Company

The term "Purchaser" hereunder shall mean Company and the term "Owner" shall mean the client for whom the Purchaser ultimately is performing the work, in which the items ordered will be incorporated. The term "Vendor hereunder shall mean the person to whom the Order is awarded and includes his Subvendors. Where applicable the pertinent obligations of the Vendor shall also extend in favor of affiliated companies of the Purchaser.

1. **CONDITIONS OF SALE:** The terms and conditions of this Order annul in their entirety all printed or written conditions of sale established by the Vendor or by any trade association, unless expressly otherwise stipulated by the Purchaser in the text of the Order.
2. **MODIFICATIONS BY VENDOR:** No modifications by the Vendor to any detail of the Purchaser's specifications, drawings, etc. are permitted without prior approval of the Purchaser in writing. Purchaser may alter order quantities and specifications at any time. If Purchaser's initiated changes affect price or delivery, Vendor shall give Purchaser written notice of the effect of such changes within two (2) weeks from the date the changes were proposed. Any price change not covered by a previously established price agreement, shall be agreed to by Purchaser and Vendor before it becomes effective.
3. **TERMINATION FOR DEFAULT:** The Vendor's failure in whole or in part to comply with any of the specifications, instructions and conditions of this Order or to deliver material in accordance with the Vendor's promise shall be grounds for cancellation of the Order without prior notice by the Purchaser without cost to the Purchaser, unless the Vendor establishes that a delay in delivery is due to force majeure. Cancellation of the Order by the Purchaser in terms hereof shall oblige the Vendor immediately to refund all moneys (if any) paid to the Vendor by the Purchaser or the Owner up to the time of cancellation.
4. **TERMINATION FOR CONVENIENCE OF PURCHASER:** The Purchaser may at any time terminate this Order in whole or in part by written notice to the Vendor. In such event the Purchaser shall make payment to the Vendor for all costs incurred prior to such termination reasonably allocable to this Order under recognized accounting practice together with a reasonable allowance for overhead and profit on work performed, less disposal or retention value of termination inventory.
5. **COMPLIANCE WITH LAWS:** The Vendor warrants that in performing the work of this Order he will comply with all applicable laws, rules and regulations of Governmental or any other authorities and agrees to indemnify and save the Purchaser and the Owner harmless from and against any and all liabilities, liens, claims, costs, losses, expenses and judgements arising from or based on any actual or asserted violation by the Vendor of any such applicable laws, rules and regulations.
6. **CONFIDENTIALITY:** Any information made available by the Purchaser or the Owner to the Vendor in connection with this Order shall not be necessary for the sole purpose of performing this Order. The Vendor shall not disclose the existence of this Order or the name of the Purchaser and the Owner for reference, publicity, advertising or other purposes except with the prior written consent of the Purchaser. All documents furnished by the Purchaser of the Owner to the Vendor in connection with this Order and all copies thereof shall be returned promptly to the Purchaser upon request.
7. **PATENTS:** The Vendor agrees to protect and save harmless the Purchaser and the Owner from all costs, expenses, or damages arising out of any infringements or claims of infringements patents in the use or sale of material or equipment covered by this Order, except material or equipment furnished pursuant to the Purchaser's and/or the Owner's design.  

The Vendor's liability shall not extend to claims of patent infringement based solely on the use of such material or equipment in combination with other or in the operation of any process other than such process as may be inherent in the use of such material or equipment itself.
8. **GUARANTEES:** The Vendor guarantees that all items of material or equipment furnished by the Vendor pursuant to this Order are fit for the purpose expressly specified or manifestly implied in this Order, and are free of defects in design to the extent that such design is not furnished by the Purchaser, materials and workmanship, for a period of up to one year after the date such materials and equipment are placed into commercial operations, irrespective of whether Vendor's engineering designs, data or information have been reviewed, commented upon, or approved by the Purchaser or have been incorporated in this Order, provided however that said materials or equipment are not subjected to conditions more severe than described or implied in this Order. If any item of materials or equipment not meeting this guarantee is discovered during said period and Vendor is notified thereof, Vendor shall at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to meet this guarantee. Where the deficiencies cannot be corrected, the faulty material or equipment shall be removed at Vendor's expense as promptly as possible and, solely at Purchaser's option, Vendor shall either (i) furnish proper materials or equipment (and if the faulty items were installed when removed, install such replacement(s) or (ii) refund the full purchase price and costs of originally transporting the faulty material or equipment to the point of installation. The preceding guarantees shall also extend for the benefit of the Owner, unless otherwise stated in the Order, the Vendor shall not be liable for loss of use, time, productions and/or profits by the Purchaser and/or Owner with respect to the work in which the items ordered will be incorporated, as far as such loss is not due to wilful failure of the Vendor. Should performance test runs made during any relevant guarantee period, demonstrate that part of

Vendor's work fails to meet the requirements set forth in the technical specification for reasons attributable to Vendor or any of his Subvendors then the guarantee period as referred to herein for the relevant part shall be extended by the time elapsing between the date when such failure shall have become apparent (which shall be notified to Vendor in writing) and the date when the fault shall have been remedied to Owner's and Purchaser's satisfaction to the extent Vendor shall be allowed to remedy such failure.

9. **EXPEDITING AND INSPECTION:** The Vendor agrees (a) that all inspections and tests shall be made as required by the specifications, the Order and/or attachments thereto; (b) that he will expedite his suborders to the extent necessary to safeguard the delivery dates stated in this Order; (c) that all material and equipment furnished by the Vendor and his Subvendors hereunder shall be subject to Expediting and Inspection by the Purchaser and/or his agent, the Owner and/or his technical advisers at all reasonable times and places, both before, during and after manufacture; and (d) that such Expediting and Inspection or failure to expedite or inspect by the Vendor of any of his responsibilities or liabilities under the terms of this Order nor be interpreted in any way to imply acceptance of such material and equipment by the Purchaser. All suborders, of which three (3) unpriced copies of each shall be transmitted to the Purchaser immediately following their issue, shall include a statement of the Purchaser's Expediting and Inspection rights. The Vendor shall give the Purchaser at least five (5) working days notice of readiness.
10. **ERRORS IN MATERIAL:** Material or equipment delivered in error or in excess of the quantity called for will be returned at the Vendor's expense.
11. **VENDOR'S LIABILITY FOR PURCHASER'S PROPERTY:** Whenever the Vendor shall have in his possession property of the Purchaser or the Owner for the Vendor's fabrication or otherwise as herein required, said Vendor shall be deemed the insurer thereof and shall be responsible for same until its acceptance by a common carrier for shipment according to the Purchaser's instructions.
12. **VENDOR'S AGENTS OR EMPLOYEES:** Whenever the Vendor, in the performance of this Order, furnishes the services of himself, his agent or employees as an Erecting Engineer, Superintendent or otherwise with respect to the operation adjustment, repair, installation, erection or dismantling of material and/or equipment furnished hereunder or as described herein, then the Vendor agrees to assume all liability with respect to the services of himself, his agent or his employees while on the premises of the Purchaser or the Owner and to indemnify and save the Purchaser and the Owner harmless from all claims, suits, actions and proceedings whatsoever which may be brought on account of injuries or damage to the Vendor, his agent or employees or to other persons or property on account of said services.
13. **ASSIGNMENT:** The Vendor agrees that neither this Order nor any interest therein shall be assigned or transferred by him except with the prior written approval of the Purchaser.
14. **BANKRUPTCY:** If the Vendor becomes bankrupt or insolvent or (being a Company) makes an arrangement with his creditors or has a receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction) the Purchaser may, without prejudice to any other of his rights terminate the purchase order forthwith by notice to the Vendor or to any person in whom the purchase order may have become vested.
15. **TITLE:** Unless otherwise stated in the Order, title to all specifications, drawings and other documents prepared by the Vendor and/or his Subvendor under this Order shall vest in the Purchaser and/or the Owner, and the Purchaser and/or the Owner shall have the right to use these specifications, drawings and other documents without any obligation of any kind to the Vendor and/or his Subvendor. Title to any item of material or equipment supplied by the Vendor under this Order shall be deemed to have been transferred to the Purchaser upon delivery at the contractual delivery point specified in this Order.
16. **RELEASE OF LIENS:** The Purchaser may require the Vendor to submit a signed release, satisfactory to the Purchaser, before making final payment to the Vendor.
17. **LEGAL RECOURSE:** This Order shall be governed by the law of The Netherlands. The Uniform Law on the international Sale of Goods of December 15, 1971, enacted for the execution of the Convention relating thereto done at The Hague on July 1st, 1964 shall not apply to this Order.  

All disputes arising in connection with this Order or further Orders resulting therefrom, shall be settled by the competent court in Rotterdam, The Netherlands.
18. **INCOTERMS:** Insofar as there has been no explicit deviation therefrom in this Order, the delivery terms agreed between the Purchaser and the Vendor shall be interpreted according to the provision of "Incoterms 1990" as most recently defined and amended by the International Chamber of Commerce in Paris.
19. **LANGUAGE:** The English language shall, unless otherwise agreed, be the ruling language for all aspects of this Order.