AEW-ITT-01

# STANDARD CONDITIONS FOR INSPECTION OF WELDING PROCEDURES

1

**Revision**:

### 1. GENERAL

Doc. Title:

1.1. These Standard Conditions are an integral part of the Ordering Agreement for Welding Procedures Inspection and define the obligations, rights and responsibilities of the Association of Estonian Welders (hereinafter AEW MTÜ) and the Inspection Customer.

# 2. TERMS AND DEFINITIONS

- 2.1. Customer a person or organization, other party to the Agreement, who is the Customer of the inspection and the payer for the services provided by AEW MTÜ (2.2).
- 2.2. Ordering Agreement a documented agreement between the parties (2.4) for an inspection, setting out their obligations, rights and responsibilities.
- $2.3. \ensuremath{\text{Parties}}$  AEW MTÜ and the Customer (2.1).

# 3. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE CUSTOMER

# 3.1. The Customer is obliged to:

- 3.1.1. abide by the laws of the Republic of Estonia and to comply with the provisions of the Ordering Agreement for Inspection and these Standard Conditions.
- 3.1.2. comply with inspection requirements.
- 3.1.3. provide necessary and reliable information and documentation requested for inspection
- 3.1.4. not use inspection report documents in a way that could damage the reputation of  $\textbf{AEW MT}\ddot{\textbf{U}}$
- 3.1.5. provide copies of inspection report documents to third parties only in full and without corrections.
- 3.1.6. ensure the presence of his/her representative(s) during the welding of the test joints.
- 3.1.7. provide the process of welding test joints with the means and resources necessary for welding test joints (workplace, equipment and devices, protective and auxiliary means, materials, etc.).
- 3.1.8. ensure the safety of  $\textbf{AEW}\ \textbf{MT}\ddot{\textbf{U}}$  employees during inspection work at its facility.
- 3.1.9. not use the AEW MTÜ logo or mark in any advertising, catalogs, publications, etc. referring to the completed inspection.
- 3.1.10.immediately notify AEW MTÜ of changes that may affect its ability to comply with inspection requirements.
- 3.1.11.pay for the services provided by AEW MTÜ in accordance with Item 7, irrespective of the results of the inspection.

### 3.2. The Customer is entitled to:

- 3.2.1. become familiar with the current inspection program
- 3.2.2. receive timely information on the results of the evaluation of individual tests and the inspection as a whole
- 3.2.3. submit complaints and appeals regarding the inspection process in accordance with the terms of the Ordering Agreement for Inspection (see also Item 5).

# 4. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF AEW MTÜ

# 4.1. AEW MTÜ is obliged to:

- 4.1.1. abide by the laws of the Republic of Estonia and to comply with the provisions of the Ordering Agreement for Inspection and these Standard Conditions.
- 4.1.2. conduct the inspection process in accordance with the requirements of the AEW MTÜ Management System.
- 4.1.3. ensure that the inspector is present during the welding of test joints.
- 4.1.4. inform the **Customer** about the use of subcontractors for inspection purposes
- 4.1.5. provide inspection report documents to the **Customer** within **15 calendar days** of completion of all tests.

# 4.1.6. inform the **Customer** of any changes related to the inspection.

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OS juhataja	AEW MTÜ juhatuse liige
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4.1.7. comply with the safety requirements in force at the inspected facility.

AEW-ITT-01

### 4.2. AEW MTÜ is entitled to:

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4.2.1. use subcontractors when providing services.

### 5. APPEALS AND COMPLAINTS

5.1. Appeals and Complaints can be submitted on the AEW MTÜ web page www.aew.ee

Revision:

#### 6. CONFIDENTIALITY

6.1. The **parties** are obliged to keep the information and documents confidential and not to disclose them to third parties without the consent of the other party. Except for the cases stipulated by law, the information may be disclosed to the Estonian Accreditation Center or if the **Customer** has disclosed the information him/herself.

1

6.2. Information about the **Customer** obtained from sources other than the Customer (e.g., the complainant, the regulator) should also be considered confidential.

### 7. SETTLEMENTS

- 7.1. The Customer shall pay for the inspection services in accordance with the agreed quote.
- 7.2. the Customer transfers the inspection fee to the current account of AEW MTÜ according to the terms of payment of the invoices.

### 8. MISCELLANEOUS

- 8.1. **AEW MTÜ** has the right to unilaterally withdraw from the Ordering Agreement if the **Customer** fails to fulfill the obligations stipulated in the Ordering Agreement and the Standard Conditions.
- 8.2. The **Ordering Agreement** is considered complete when the **Customer** has paid for the inspection services and received the inspection report documents.

#### 9. FINAL PROVISIONS

All disputes arising from the **Ordering Agreement** and these **Standard Conditions** shall be resolved by negotiation between the **parties**. If the negotiations are unsuccessful, the dispute shall be settled in accordance with the legislation of the Republic of Estonia.

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