

OUTOKUMPU STAINLESS: SPECIAL CONDITIONS FOR HIREWORK - AMENDMENTS TO OS2

Where the Contract comprises or includes the hireworking or processing of goods, the following additional conditions shall apply together with such of the OS2 conditions as are capable of applying to such Contract and the expression "Seller" shall as regards any such Contract mean the Company, firm or person employed by the Buyer to carry out said hirework.

19. If the hirework performed by the Seller on any goods is defective, then (1) if the defect can be properly and economically remedied, the Buyer shall at its option be entitled either to require the Seller to remedy it as soon as possible or itself to remedy it or to procure it to be remedied by another contractor at the cost and risk of the Seller, and (2) if the defect cannot be properly and economically remedied and the defective goods are of no use to the Buyer, then the Buyer shall be entitled to invoice the same to the Seller at their value before hireworking. The provisions of this Condition shall be without prejudice to any other rights and remedies which the Buyer may have at law.
20. Goods supplied by the Buyer to the Seller for hireworking shall remain from the time of receipt until re-delivery as instructed by the Buyer at the absolute risk of the Seller in regard to any loss or damage, excepting only inherent vice and fair wear and tear.
21. Further and without prejudice to the Seller's aforesaid responsibility the Seller shall at his own cost insure all goods delivered to him by the Buyer from the time of receiving them until re-delivery as intimated by the Buyer for their replacement value against loss, damage or destruction resulting from any insurable risk (other than inherent vice or fair wear and tear) which be reasonably contemplated as affecting the goods. The Seller shall, if requested by the Buyer, effect such insurance in their joint names and the Seller shall upon request produce for inspection by the Buyer the policy of insurance and current receipts for premiums.
22. Under no circumstances shall the Seller be entitled to store or handle the Goods with other compatible goods or transfer the Goods between works. It is a fundamental condition of the Contract and of the placing by the Buyer of the hirework business with the Seller that the Goods remain clearly identifiable at all times.
23. The Buyer may give written authority for the Goods or any part thereof to be transferred by the Seller to the account of another party prior to the removal of the Goods by such other party, the Buyer or his appointed agents from the Seller's custody or control. At no point does the property in the Goods pass to the Seller.
24. The Purchaser shall be entitled to if it so requires to have suitable certificates of competence from the Seller for any person employed by the Seller.
25. The Seller shall not without the consent of the Purchaser knowingly take into employment personnel employed by the Purchaser.
26. The Purchaser shall be entitled to object to any person employed by the Seller who shall in the opinion of the Purchaser misconduct himself or be incompetent or negligent. The Seller shall ensure that any such person shall not be employed again by the Seller in the provision of services to the Purchaser without the permission of the Purchaser. Any removal of labour under this condition shall not constitute a valid reason for the Seller's failure to provide warehousing services to the Purchaser.
27. The Seller shall not be entitled to exercise any lien whatsoever over the Goods entrusted to it under this Contract.
28. Nothing in the Contract shall restrict the Seller subject always to its obligation to supply the Purchaser under the Contract, as regards its provision of services to other persons.