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## 1.0 TERMS AND CONDITIONS OF SALE

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**No alteration, modification or waiver of these terms and conditions whether on Customer's purchase order or otherwise shall be valid unless the alteration, modification or waiver is specifically accepted in writing by an authorized representative of Victaulic. These terms and conditions are subject to change without notice:**

- 1. Prices:** Quoted are subject to change at any time unless specifically stated within the price quotation.
- 2. Force Majeure:** Victaulic shall not be liable for any delay or failures in making delivery where occasioned by strikes or differences with workmen or by any causes beyond the control of Victaulic, such as but not limited to, fires, floods, accidents, epidemic, action of any government authority, or shortages of labor, raw materials, production facilities or transportation.
- 3. Product Changes:** Victaulic reserves the right to alter, modify, or redesign its products without liability for obsolescence.
- 4. Taxes:** All federal, state or local sales or use of similar taxes shall be for the Customer's account.
- 5. Terms: Pipe and fittings, solvent, lubricant and other accessories:** Our standard terms are net 30 days. The seller reserves the right to charge 1 1/2% monthly service charge (or the maximum permitted by law), of any past due, unpaid balances.
- 6. List Price: Discount or Freight Changes:** List prices of pipe, fittings, etc., discounts and freight terms are subject to change without notice.
- 7. Order Acceptance or Rejection:** Victaulic reserves the right to accept or reject any order. Possession of a price list does not constitute an offer to sell.
- 8. Credit Approval:** Customer credit approval is required prior to any shipments. Should customer's financial responsibility become unsatisfactory, cash payments or satisfactory security may be required prior to delivery.
- 9. Shipping Terms:** Aquamine pipe is shipped in convenient 20-foot lengths and is packaged in palletized units. Shipping and handling charges will be paid by the customer F.O.B. Victaulic's facility in Bristol, TN. The most economical rate and routing to recognized delivery points will be used at our discretion. Any order amounts for Aquamine pipe which do not constitute even "Fast Pack" quantities, as defined in the current Aquamine catalog will be subject to a \$35 per pack "Broken Pack" surcharge. This amount will be charged for each pack on each order, which fails to meet the standard packaging criteria. The broken pack charge will be calculated and assessed in addition to any other shipping fees or surcharges. Where customer requests special packaging or handling, the additional cost will be billed to the customer.
- 10. Damage, Loss or Shortage Claims:** Upon receipt of order, customer must check for accountability and acceptability of goods. Any damage, loss or shortage should be reported to the driver and noted on his billing papers.  

In the event that a common carrier is retained by Victaulic on Customer's behalf to deliver shipments to customer's requested point of delivery, the risk of any damage or loss to said shipment shall pass to the Customer upon delivery of the shipment by Victaulic to the carrier even though Victaulic may agree to be responsible for the costs of shipment. Shipments must be inspected for damage or loss or shortage upon receipt by consignee prior to acceptance from the carrier. Any damage or loss claims must be made to the carrier. Victaulic will not be liable in any manner for damage or loss caused to a shipment by a common carrier. Shortage of material claims regardless of "mode of shipment" must be submitted in writing to Victaulic within 30 days of invoice date.
- 11. Cancellation:** Non-Standard or customer produced pipe and/or fittings are not subject to Customer's cancellation once production has begun.
- 12. Non-Standard Products:**
  - Definition A. Piping:** This is a piping product which the plant servicing the customer has the capability of producing but does not inventory, or does not have the capability of producing. In these instances, the customer should check for availability and minimum quantity required to process order.
  - Definition B. Fittings:** As defined on the price pages, or those "welded-up" especially for the Customer. Fittings not shown by Victaulic which must be specially fabricated must be submitted for consideration, advising quantity and pertinent details, through your local sales representative for availability and pricing.
- 13. Returned Materials:** Forward individual request to Victaulic. Materials cannot be returned without prior approval and written authorization issued by Victaulic. Material returned without prior approval and written authorization will not be accepted at the plant. A restocking charge and freight costs of returned material (and out-freight if applicable) will be charged to the account of the customer.  

In addition, the Victaulic Quality Control Department will determine acceptability of returned material for restocking and resalability. Credit will be issued on resalable material only.
- 14. Delivery:** Quoted deliveries are based on estimates at the time of quotation. Victaulic will devote its best efforts to meeting delivery schedules but assumes no liability for additional direct, consequential, or incidental costs or damages resulting from late deliveries.

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## 2.0 LIMITED WARRANTY

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**What is Covered:** This warranty covers any defects in materials or workmanship in Standard products, and defects in dimensional requirements of Non-Standard products sold by Victaulic occurring under normal conditions of use and service with the exceptions stated below.

**How Long Coverage Lasts:** This warranty runs for six months from the date of delivery to the original buyer.

**What is Not Covered:** This warranty shall not apply to any product which has been subject to misuse, negligence, or accident (such as, without limitation, exposure to incompatible chemical or corrosive agents including microbial corrosion), which has been repaired or altered in any manner outside of Victaulic's factory, or which has been used in a manner contrary to Victaulic's instructions or recommendations. Because Victaulic cannot be assured that solvent weld pipe will be installed by persons fully acquainted with proper installation techniques and the limitations upon such techniques caused by variations in installation conditions, Victaulic DOES NOT WARRANT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY EXPENSES, DAMAGES OR LOSSES WHATSOEVER CAUSED BY, OR RELATED TO THE FAILURE OF ANY SOLVENT WELD JOINT OR BY DEFECTIVE SOLVENT USED IN MAKING ANY SUCH JOINT OTHER THAN SUCH JOINTS MADE BY VICTAULIC AT VICTAULIC'S FACILITIES. **Victaulic shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.**

**What Victaulic will do:** Victaulic will repair or replace, at its option, any product that proves to be defective in materials, workmanship, or dimensional requirements as set forth above following an examination by Victaulic that shows to its satisfaction the product was defective in materials or workmanship.

THIS LIMITED WARRANTY IS EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE.

Victaulic neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of products.

Items purchased by Victaulic and resold will have the original equipment manufacturer's warranty extended to Victaulic customers.

**How to Get Service:** Contact Victaulic at 610-559-3300 within six months after delivery to the original buyer to arrange for an examination of the product. You will be asked to ship the product to Victaulic's factory, postage and transportation charges prepaid, for examination. There is no charge for examination. Victaulic will examine the product and contact you within a reasonable time regarding the results of that examination and to arrange for repair or replacement of any product determined to be defective in materials or workmanship.

JUNE 15, 2022

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Trademarks

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