

Terms and Conditions of Sale/Warranty

Victaulic China – Effective July 1st, 2022



1.0 TERMS AND CONDITIONS OF SALE

CONTROLLING PROVISIONS: These terms and conditions shall control with respect to any purchase order or sale of Victaulic products.

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.

Prices, Designs and Terms and Conditions of Sale are subject to change without notice.

TERMS OF PAYMENT: As stated on invoice. Maximum legal interest rate charged thereafter.

SHIPPING TERMS:

- Shipping and handling charges on orders less than net price value of ¥ 5,000 (excluding FireLock C Series), F.O.B. shipping point (our option) will be paid by the customer. The most economical routing to recognized delivery points will be used, at our discretion. Firelock C Series: Minimum ¥ 50,000. Order quantity must be a multiple of standard packing quantity and Ex-work term shall be applied for each individual order.
- The cost of any special routing, packaging or handling that has been requested by the customer, and is a deviation to our normal handling methods, will be added to the order and paid by the customer.
- Purchase Orders requesting Airfreight Service will be subject to an Outbound Air Freight charge. This Charge will appear on the related Order Confirmation, and will be applied against the initial invoice of each Purchase Order.
- Orders are accepted subject to approval of our General Office and Credit Department at Easton, Pennsylvania, and contingent upon acts of God, war, civil disturbance, strikes, labor difficulties, delays of carriers, inability to obtain materials, accidents or any other cause beyond our control.
- Victaulic will endeavor to ship by the requested ship date, but reserves the right to ship within a reasonable period thereafter. Under no circumstances shall Victaulic be liable for damages of any kind, including but not limited to incidental or consequential damages for lost profits or lost sales or liquidated damages, directly or indirectly arising from delays or failure to meet shipping dates.
- Orders, when accepted, cannot be cancelled without our written consent. No material will be taken back without our written consent. Orders for non-standard (i.e. non-cancellable/non-returnable) material may not be cancelled nor will Victaulic accept return of such material for credit. Victaulic reserves the right to change the designation of products from standard to non-standard and vice versa. This may be done at any time without notice, and without incurring obligation. For further information contact Victaulic.
- All material is carefully examined, counted and packed by experienced employees. Claims for corrections must be made within 10 days of receipt of goods to the responsible sale representative. We prove our count by weight. Claims for shortages are subject to that test. Our responsibility ceases when goods are delivered to carrier in good condition and its receipt obtained. Carriers are responsible for goods lost, damaged or delayed in transit. For your own protection, have transportation company's agent verify damages, shortages or delays and note them on freight bill over his signature.



2.0 LIMITED WARRANTY

What is Covered: This warranty covers any defects in materials or workmanship in 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 one year 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. **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 or workmanship 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 within one year 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.

EFFECTIVE JULY 1, 2022

Trademarks

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