

Terms and Conditions/Warranty for New Zealand

Effective 1 Jan 2023



29.01-NZ

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.

SHIPPING TERMS

- Standard shipping terms for all Victaulic Asia Pacific orders are CFR from Victaulic's warehouse facilities to the three major cities in New Zealand being Auckland, Wellington and Christchurch. All other charges (wharf clearances, duty, inland freight) are charged to buyer's account.
- For airfreight shipments, it is the buyers' responsibility to organize the collection and all charges incurred are the responsibility of the buyer. Net list prices shall remain the same.
- Orders are accepted subject to approval of Victaulic, 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 Asia Pacific will endeavor to ship by the scheduled delivery date, but reserves the right to ship within a reasonable period thereafter. **Under no circumstances shall Victaulic Asia Pacific be liable for damages of any kind, including but not limited to incidental or consequential damages including 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 countermanded without our written consent. No material will be taken back without our written consent. Orders for non-standard material may not be cancelled nor will we accept return of such material for credit.
- All material is carefully examined, counted and packed by experienced employees. Claims for corrections must be made within 10 days of receipt of goods. 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. Victaulic is not 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.

RETURNS: A 30 percent restocking fee is charged to the buyer for all return items. All freight charges on return items from the buyer to a location of Victaulic's choice are charged to the buyer's account. All items will be inspected by Victaulic representation before a credit is issued.

WEIGHTS: All weights are approximate shipping weights and subject to change without notice.

MATERIALS: Materials are cast or ductile iron castings, except as noted specifically on certain products.

ALWAYS SPECIFY GASKET GRADE WHEN ORDERING.

ALWAYS CHECK GASKET GRADE SUPPLIED TO BE CERTAIN IT IS SUITED FOR SERVICE INTENDED.

Victaulic maintains a continual policy of product improvement and, therefore, reserves the right to change product specifications, designs, and standard equipment without notice and without incurring obligation.

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WARRANTY

We warrant all products to be free from defects in materials and workmanship under normal conditions of use and service. Our obligation under this warranty is limited to repairing or replacing at our option at our factory any product which shall within one year after delivery to original buyer be returned with transportation charges prepaid, and which our examination shall show to our satisfaction to have been defective.

THIS WARRANTY IS 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 TO HIM.

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

This warranty shall not apply to any product which has been subject to misuse, negligence or accident, 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 International shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.

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User Responsibility for Product Selection and Suitability

Each user bears final responsibility for making a determination as to the suitability of Victaulic products for a particular end-use application, in accordance with industry standards and project specifications, and the applicable building codes and related regulations as well as Victaulic performance, maintenance, safety, and warning instructions. Nothing in this or any other document, nor any verbal recommendation, advice, or opinion from any Victaulic employee, shall be deemed to alter, vary, supersede, or waive any provision of Victaulic Company's standard conditions of sale, installation guide, or this disclaimer.

Intellectual Property Rights

No statement contained herein concerning a possible or suggested use of any material, product, service, or design is intended, or should be construed, to grant any license under any patent or other intellectual property right of Victaulic or any of its subsidiaries or affiliates covering such use or design, or as a recommendation for the use of such material, product, service, or design in the infringement of any patent or other intellectual property right. The terms "Patented" or "Patent Pending" refer to design or utility patents or patent applications for articles and/or methods of use in the United States and/or other countries.

Note

This product shall be manufactured by Victaulic or to Victaulic specifications. All products to be installed in accordance with current Victaulic installation/assembly instructions. Victaulic reserves the right to change product specifications, designs and standard equipment without notice and without incurring obligations.

Installation

Reference should always be made to the Victaulic installation handbook or installation instructions of the product you are installing. Handbooks are included with each shipment of Victaulic products, providing complete installation and assembly data, and are available in PDF format on our website at www.victaulic.com.

Warranty

Refer to the Warranty section of the current Price List or contact Victaulic for details.

Trademarks

Victaulic and all other Victaulic marks are the trademarks or registered trademarks of Victaulic Company, and/or its affiliated entities, in the U.S. and/or other countries.