

# Terms and Conditions of Sale/Warranty



## Southeast Asia

29.01-A

### 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.

**MINIMUM INVOICE CHARGES:** USD5,000/MYR20,400 net for any single order.

**SHIPPING TERMS:** Standard shipping mode for ASEAN orders outside of Singapore & Malaysia is by Ocean.

Standard shipping mode for Singapore & Malaysia orders is by truck.

**International orders:** C.P.T. (Place of destination) , freight will be prepaid on single order price value is US\$5,000 and over.

Under the CPT (Place of destination) term, Buyer assumes title of goods at origin, risk in transit, and payment of destination customs duties & tax, and inland cartage fees. Seller transfers risk to Buyer at time of delivery to the first carrier and assumes payment of ocean freight and export fees.

**Malaysia Domestic orders (Orders to Malaysia customers):** F.O.B. (shipping point) , freight will be prepaid by Victaulic on single order value is US\$5,000/MYR20,400 and over.

Under the F.O.B. shipping point term, Buyer assumes title of goods at origin, Seller assumes risk in transit and payment of freight.

**E.X.W. on single orders value less than US\$5,000/MYR20,400, or orders require Airfreight service.**

Orders are accepted subject to approval of our General Office and Credit Department, 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 scheduled delivery 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 countermanded 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. 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.

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

**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.

### 2.0 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 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 shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives.**

EFFECTIVE 1 MAY 2019

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