

# Terms and Conditions

Victaulic Australia Pty Ltd – Effective 1 July 2019



## 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:** Credit term starts from invoicing day. Detail is stated in the header of each invoice.

**MINIMUM ORDER:** \$500.00 (GST Exclusive) for any single order. Any Purchase Order below \$500 (GST Exclusive) value will be subject to a Minimum Order Charge of \$50. This Charge will appear on the related Order Confirmation, and will be applied against the initial invoice of each Purchase Order.

### SHIPPING TERMS:

- Standard shipping mode for all Victaulic orders is Road Express Service.
- Victaulic will endeavor to ship goods or make goods available for Ex-Works/Collection inside 24 hours from the provision of Order Confirmation from a Victaulic Customer Care representative, but reserves the right to ship within a reasonable period thereafter.
- F.O.B. shipping point (our option) freight will be prepaid by Victaulic on single orders having a price value of \$10,000 and over, for shipment to one destination, as determined and accepted by Victaulic. Under the F.O.B. shipping point term, the Customer assumes the title/transfer of the goods at the origin, namely the Victaulic Premises, upon loading onto the vehicle as Shipment, whilst Victaulic will retain the onus/risk in transit for any loss/damage, as well as coverage of the associated payment of freight for the order.
- F.O.B. shipping point (our option) on orders less than \$10,000 (GST Exclusive), will be paid by the customer as an Outbound Road Freight charge. This Charge will appear on the related Order Confirmation, and will be applied against the initial invoice of each Purchase Order. Victaulic Customer Care will provide a Delivery Fee Estimate for provision as deemed via the nearest Victaulic warehouse to the designated shipping point. The most direct and economical carrier routing to the shipping point will be used, at our discretion. Under the F.O.B. shipping point term, the Customer assumes the title/transfer of the goods at the origin, namely the Victaulic Premises, upon loading onto the vehicle as Shipment, whilst Victaulic will retain the onus/risk in transit for any loss/damage, as well as coverage of the associated payment of freight for the order.
- The cost of any special or alternate routing, packaging or handling that has been requested by the customer, and is a deviation to Victaulic standard shipping or 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.
- Ex-Works (Nominated Carrier & Account) & Collections are available at no charge. Any request for Ex-Works pick-up/ collection within 4 hours of provision of Order Confirmation may be subject to a \$50 Service Fee.
- All material is carefully examined, counted and packed by experienced employees. Claims for corrections must be made within 14 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 fully delivered, or provided 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 any applicable freight bill over signature.

### TERMS OF ORDER ACCEPTANCE:

- All Purchase 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.
- All Purchase Orders must contain a unique Purchase Order Number, Billing/Shipping Recipient details, as well as Item Code/Descriptions and related pricing. Incorrect information on the Purchase Order may lead to extended processing times until correct information is received and Order Confirmation is issued by Victaulic Customer Care.

System No.		Location	
Submitted By		Date	

Spec Section		Paragraph	
Approved		Date	



- 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.
- Delivery Method and Payment Term are outlined within the header of each Victaulic Quotation, Order Confirmation, and Tax Invoice document. The Order Confirmation specifically confirms the related conditions for each order with Victaulic. It is imperative that each Order Confirmation is confirmed and referenced against the Purchase Order upon provision since this provides the opportunity to Accept/Adjust any Pricing &/or Conditions pertained in the Order prior to release and related Fulfilment/Invoice . Victaulic Customer Care will also provide notice on any discrepancy between the Purchase Order and the Order Confirmation, and will seek clarification and provision of an updated Purchase Order before progressing the Order any further.
- F.O.B. shipping point (our option) freight is a Domestic Inland Shipping Term defined as Freight Prepaid, whereby the Customer will assume title/transfer of the goods at the origin shipping point, namely the Victaulic Premises as soon as the Order/Goods are loaded upon the vehicle as Shipment. This will be the point at which the Sale/Credit term for the Order will commence, whilst Victaulic will retain the onus/risk in transit for any loss/damage, as well as coverage of the associated payment of freight for the order.

**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.
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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.**

## **RETURN MATERIAL AUTHORIZATION (RMA) APPLICATION & CONDITIONS**

All Product Returns must be submitted via an RMA application.

**No Product Return or Credit Claim Request will be accepted PRIOR to the RMA Evaluation process being completed.**

Each RMA Application must be submitted to a member of the Victaulic Sales team, or directly to Victaulic Customer Care via email [cc.australia@victaulic.com](mailto:cc.australia@victaulic.com) or Toll Free 1300 742 842.

In the RMA Submission, all related product information will be required, including (if possible), product partcode, style, as well as relevant quantities, related invoice number and the justification for the product return.

- Provision may be required for subsequent inspection of the items on the premises prior to the return as part of the evaluation process.
- Upon review of the RMA Application, Victaulic will provide the outcome, with successful applicants provided a resultant RMA Number & completed form which MUST be accompanied with the product being returned.
- Approved RMA's MUST be returned to the specified premises of Victaulic within 30 days of supply of the completed Authorization (RMA) form.
- Returned Material must be in its original condition and packaging unless otherwise arranged and accepted by Victaulic.
- Upon receipt of the returned material, Victaulic will provide a final outcome of the Return, including approved return notification and a related Credit Note.
- Freight for Products being returned via RMA is on the onus of the sender/consigner, unless otherwise arranged and accepted by Victaulic. Failure to comply to these RMA conditions may result in the immediate return of the goods and/or cancellation of the RMA. Credit Value Reduction Criteria Credit Value reduction may be applied prior to completion of the RMA via a Restock/Rehandle fee, with any applicable fee outlined during the RMA application review. Potential Restock/Rehandle fees are applied as a percentage charge against the related invoice value of the returned product, and are typically applied per the following criteria:

15% Restock Fee may be applied if:

- Items are approved stock items,
- Items are accompanied by a (Leverage) new purchase order of equivalent value to the approved returned items

30% Restock Fee may be applied if:

- Items are Non-Stock Items
- Not accompanied (Leverage) new purchase order of equivalent value is provided,
- Items are returned in inadequate packaging, mixed or split by material/product type.

## EFFECTIVE

1 July 2019

### Victaulic Australia Pty Ltd

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Orders: [cc.australia@victaulic.com](mailto:cc.australia@victaulic.com)

[www.victaulic.com](http://www.victaulic.com)

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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](http://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.