

Terms and Conditions/Warranty for New Zealand

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: \$100.00 net for any single order.

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, all freight charges are charged to the buyer's account. 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.

EFFECTIVE SEPTEMBER 1, 2008

JOB/OWNER

System No. _____

Location _____

CONTRACTOR

Submitted By _____

Date _____

ENGINEER

Spec Sect _____ Para _____

Approved _____

Date _____

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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 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.

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

EFFECTIVE

SEPTEMBER 1, 2008



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For complete contact information, visit www.victaulic.com

29.01-NZ 5369 REV A UPDATED 8/2008

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