
1.0 TERMS AND CONDITIONS OF SALE

Terms and Conditions of Sale to Victaulic Distributors

1. **SALES TAX** is extra where applicable.
2. **TERMS OF PAYMENT** are net 30 days.
3. **MINIMUM INVOICE CHARGE** is \$500 net for any single order.
4. **SHIPPING TERMS** F.O.B. shipping point (our option) freight prepaid and allowed on single orders (excluding No. 26/No. W26 Outlet Fittings, No. 826 Steam Outlet Fitting, Series 387 Inline/Series 388 End Suction Pump Skids, and Victaulic Vortex products) having a net price value of \$12,500 and over for shipment at one time to one destination into distributor stock excluding the Northwest Territories, the Yukon and Nunavut. Shipping and handling charges on all other orders will be paid by the customer F.O.B. shipping point at Victaulic's option. The most economical routing to recognized delivery points will be used, at our discretion. 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. Additional freight charges may be incurred for specific product lines (i.e. large diameter couplings, fittings, valves and expansion compensators).
5. **ROUTING** The most economical routing to recognized delivery points will be used at our discretion. If special routing is desired, order should so state.
6. **SHIPMENT DATE** We accept your order subject to the approval of our Credit Department and contingent upon strikes, accidents and causes beyond our control and to the conditions hereafter set out. Victaulic will endeavour 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.
7. **SHORTAGES** 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.
8. **SHIPPING LOSS, DAMAGE OR DELAY** All shipped material become the property of the buyer when the freight company takes delivery of the products even if prices quoted includes freight charges. The freight company is responsible to the buyer for complete and safe delivery of the goods. It is the buyer's responsibility to file claim with the freight company of any loss, damage or incomplete delivery of goods purchased. For your own protection, have the transportation company's agent verify damages, shortages or transport delays and note them on freight bill over his signature. Victaulic's responsibility ceases when goods are delivered to the carrier in good condition and its receipt obtained.
9. **CANCELLATIONS** Orders accepted cannot be countermanded without our written consent. Orders for all non-standard (non-cancellable and non-returnable) items whether in the price list and indicated by prices in shaded areas, or made to order, cannot be cancelled.
10. **MATERIAL RETURNS** Sale is final of all non-standard (non-cancellable and non-returnable) items, whether in the price list and indicated by prices in shaded areas, or made to order. Victaulic reserves the right to change the standard/non-standard item designation without notice. Return will be authorized for such material only in the case of Victaulic shipping or order processing error that is reported in no more than 10 days of shipment. Surplus Victaulic products that are accepted for return will be authorized with a Return Material Authorization (RMA) number and an estimate of credit that is based on original invoice amounts. Any material returned to Victaulic will be accepted only if clearly marked with an RMA number and received in one shipment. Credit will be offered only for standard price list items (indicated by prices not shaded) that can be made resalable. Valves must be resalable and packaged as originally shipped. Valves will not be refurbished. Sprinkler heads must be returned in unopened original factory standard lot packaging and in resalable condition without evidence of tampering or damage. No credit will be given for gaskets whether loose or in couplings. Final credit will be less a 35% restocking charge, refurbishing costs and original freight paid. On amounts returned with a net value totaling under \$1,000, the restocking fee will be \$350 minimum. Further conditions may apply on return of certain materials. Contact Victaulic for details when considering a return.
11. **CHANGES TO TERMS** No alteration, modification or waiver of these terms and conditions whether on customer's purchase order or otherwise shall be valid unless the change is specifically accepted in writing by an authorized representative of Victaulic.

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

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. This warranty shall not apply to any Victaulic products utilizing proprietary grooves (such as, but not limited to, the Victaulic AGS™, IGS™, or PGS-300™ grooves) which have been used on pipe that has been grooved to ANSI/AWWA C-606 standards or which was grooved using tools not supplied by Victaulic or its licensees. **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 at 905-884-7444 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 MAY 5, 2021

Trademarks

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