

1.0 TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE: No contract shall be valid unless accepted in writing by seller. Verbal orders as well as deviations of our general terms and conditions of sale are not valid unless accepted in writing. Seller's delivery consists only of the goods, documents and services as specified in the quotation. Acceptance of a quotation by Buyer includes also his acceptance of Seller's general terms and conditions of sales and the present terms and conditions supersede any contrary conditions of Buyer.

2. VALIDITY: Unless otherwise agreed, Seller's quotations are valid for 30 days. After this period they are subject to confirmation.

3. SHIPPING TERMS: EX WORKS. Unless otherwise stated in the order acknowledgement, all taxes, levies, duties, charges and expenses payable at or after the time of delivery with respect to the goods shall be borne by the Buyer.

4. MINIMUM ORDER VALUE: The minimum net order value (only product value - excluding VAT) is 100 EUR/USD/GBP (7000 INR).

50 EUR/USD/GBP (3500 INR) will be added to any order below the minimum order value. This amount will be added as an administration fee on the order confirmation/invoice.

5. RISK OF LOSS AND DAMAGE: Unless otherwise stated in the order acknowledgement, delivery shall take place ex-factory from the logistics center as mentioned at the bottom of the order confirmation, at which time risk of loss shall pass to the Buyer. Upon the written request of Buyer, Seller will, without any responsibility, arrange for insurance of shipments against loss or damage in transit but in Buyer's name and at his expense.

6. PAYMENT: Unless otherwise stated on the invoice, all payments due shall be made in EUR to Seller's bank account. Unless otherwise agreed in writing, terms are net 30 days from invoice. Failure to pay within said period of time shall entail automatically without further notice at 2 % (two percent) increase per month on the unpaid amounts.

7. PROPERTY: The goods sold hereunder shall remain the property of Seller until paid for in full. If Buyer refuses delivery of the goods for any reason whatsoever, Seller reserves the right to store the goods in a warehouse of his choice at the risk and expense of Buyer.

8. DELIVERY: The quoted delivery times are for information only. Exceeding the delivery time by Seller does not entitle Buyer to indemnities nor to refusal of the goods unless this has been agreed by registered mail by Seller. However, Seller shall use all reasonable effort to deliver the goods within the term specified in the acknowledgement of order. No liability shall result from delay in performance or non-performance caused by circumstances beyond the control of the Seller including but not limited to acts of God, fire, flood, war, government action, strikes, inability to obtain raw materials or delays of carriers. Quantities so affected may be eliminated from the contract without liability but the contract shall remain otherwise unaffected.

9. Orders, when accepted, cannot be cancelled 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.

10. RETURNED MATERIAL: No returns of goods shipped are accepted unless Seller has previously been informed in writing of the reason for the return and has been given the opportunity to verify the defect or deficiency claimed to exist and has agreed to the existence thereof. If Seller accepts the return of goods, in writing, for any reason other than their being defective or deficient, Seller reserves the right to make a charge for transportation and refinishing and, in addition, a handling charge equal to thirty percent (30%) of the invoice price relating to the goods so returned.

ALWAYS REFER TO ANY NOTIFICATIONS AT THE END OF THIS DOCUMENT REGARDING PRODUCT INSTALLATION, MAINTENANCE OR SUPPORT.

System No.		Location	
Submitted By		Date	

Spec Section		Paragraph	
Approved		Date	

1.0 TERMS AND CONDITIONS OF SALE (Continued)

11. PRODUCT CHANGE: The right to make changes in design or materials when necessary, without prior notice, is reserved.

12. DRAWINGS: Drawings and technical data included in Seller's quotations are for information only. They shall not be binding for construction unless certified. All such documents transmitted to Buyer remain Seller's property. They shall not be transmitted to third parties nor copied and shall not be used in conjunction with this contract.

13. INSPECTION: Buyer's inspectors or expeditors will only be received after appointment with Seller's Customer Care Department. It is Seller's policy not to accept any expediting on its vendors. In case inspection is required, goods will be invoiced two weeks after our advice "goods ready for inspection" and our invoice will be payable as per the conditions stated above from the date of issue of our invoice.

14. CHOICE OF LAW AND JURISDICTION: The validity, performance construction and effect of these terms and conditions shall be governed by Belgian Law, including the Uniform Laws on International Sale of Goods which have been ratified by Belgium. Any litigation in connection with these terms and conditions shall be decided upon by the Court of Seller's principal place of business. Notwithstanding the foregoing, Seller may at its option bring a legal action against Buyer before the Court of the latter's principal place of business.

15. CLAIMS: Failure to give notice in writing of claim ten (10) days from the date of receipt shall constitute a waiver by Buyer on all claims in respect of such goods.

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.

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

EFFECTIVE

DECEMBER 10, 2015

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, 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

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