# AVK PHILIPPINES, INC. Conditions of Sale

## **Limited Warranty**

AVK PHILIPPINES, INC.'S products are guaranteed againts product and materials defects for a period of ten (10) years from the date of dispatch from our factory. This warranty shall only be valid if the product is installed correctly in accordance with the AVK installation instructions and accepted codes of good practice.

Further, the warranty shall be invalidated if, at any time, the product is used for an application which has not been recommended by AVK and if it has been subjected to incorrect maintenance or mishandling.

Any product which has been supplied, but not manufactured by AVK, shall be subject to the warranty terms of the manufacturer.

Under the normal warranty procedure the distributor will repair the product within normal working hours. The components will be replaced free of charge, but the costs of disassembly, assembly and installation will be paid by the end-user. All parts or products repaired will be delivered ex-works.

During the warranty period, the repair may also be carried out in approved local workshops at the expense of AVK, when a written approval has been obtained from AVK or through the local distributor.

AVK shall under no circumstances accept claims for third party liability or damaged caused by the failure of any of the company's products.

AVK shall accept no liability for product failure caused by abnormal operational conditions, war, violence, storm, cataclysm, or other cases of force majeure.

The decision of AVK in relation to any claims or disputes over the warranty is final.

#### Credit

All deliveries based on credit are subject to prior credit approval. Customer must complete AVK credit application form, and furnish other information as required. Credit and credit limit are subject to approval by AVK management.

# **Payment Terms**

As per agreement with Management of AVK.

#### Freight allowance

As per agreement with AVK.

### Prices

All products shall be supplied at the prices fixed by AVK at the time of delivery unless otherwise agreed in writing. Prices in Philippine Peso (Php) are inclusive of VAT.

Note: All prices are subject to change without prior notice.

### Cancellation and Return

Material cannot be returned to AVK for credit unless written authorization has been obtained. materials returned with written authorization is subject to inspection; if acceptable, credit will be allowed less shipping expenses and 20% handling charge.

No return shall ever be allowed of special products, products which have been specially manufactured for the customer in question or products in which any specifications have been changed. The return of products to AVK shall be at the customer's expense and risk.

# Placing orders

When placing an order, please specify:

- AVK Series number(s) for the products(s) ordered.
- AVK Catalogue number and size.
- Opening Directions (Open Left-standard, Open Right - upon request)
- Operating nut or handwheel.
- For hydrants also...color, nozzle specifications, operating nut, stem nut specifications.

# Pallets and plywood plates

Pallets and plywood plates are the property of AVK and my be picked up after unloading at the expense of AVK PHILIPPINES, INC.

# Methods of packing

- Open wood pallets (4" x 4") are used.
- Plywood plates are used between layers
- Cardboard is used between each valve to prevent contact with other valves.
- Poly strapping is used where straps come in contact with the valves.