



VAU Heat Transfer, Inc.
7252 E Concho Dr., Building B-301
Kingman, AZ 86401 USA
928-692-8986 Tel 928-441-2093 Fax
custserv@VAU-HT.com
www.VAU-HeatTransfer.com

Terms and Conditions

1. **Acceptance.** The acceptance of a purchase order by VAU Heat Transfer, Inc. Is subject to the terms and conditions herein. These Terms and Conditions are applicable to all Purchase Orders, Quotes, or any other paper or internet-based order for product or services from VAU Heat Transfer, Inc. These are the only Terms and Conditions that apply to the sale of VAU Heat Transfer product or services, regardless of terms and conditions set forth to the contrary by the Purchaser. Purchaser's acceptance of any product or service ordered shall be evidence that Purchaser accepts these Terms and Conditions under the condition of unqualified assent. Acceptance of a purchase order by VAU Heat Transfer, Inc. Shall be subject to credit approval and to credit conditions imposed.

2. **Prices.** Prices charged will be those at time of receipt of purchase order or release of order for fabrication, whichever date occurs last, and do not include taxes, transportation or shipping charges, special packaging or other services unless otherwise set forth in the purchase order. All prices quoted are in United States' Dollars, unless indicated otherwise on the Quote. Prices quoted are good for 30 days from the date of quote. VAU Heat Transfer, Inc. reserves the right to correct any error in prices. All prices quoted are F.O.B. Kingman, Arizona, USA.

3. **Terms of Payment.** Unless otherwise stated in writing, NET 30 DAYS from date of invoice. VAU Heat Transfer, Inc. reserves the right to withhold shipments due to overdue, unpaid balances.

4. **Title and Risk of Loss.** Title and risk of loss or damage passes to the Purchaser upon transfer of products to the carrier. Risk of loss or damage to products in transit is assumed by Purchaser and shall bear responsibility for filing and pursuing any claims or losses with the carrier. In absence of written shipping instructions from the Purchaser, VAU Heat Transfer, Inc. will use its own discretion in choice of carrier and method of packing.

5. **Return of Product.** No product shall be returned without prior authorization and issuance of an RMA # by VAU Heat Transfer, Inc. Only current products in original cartons will be considered for return. Purchaser shall prepay all shipping costs associated with a return of product. VAU Heat Transfer, Inc. reserves the right to assess a 25% restocking fee for all product returned.

6. **Product Warranty.** VAU Heat Transfer, Inc. extends the following limited warranty for a period of eighteen (18) months from the date of original purchase or one (1) year from the date of original installation, whichever date comes first. This limited warranty is extended to the Purchaser. Purchaser is the individual, company or corporate entity to whom the product was originally sold. VAU Heat Transfer, Inc. warrants that the VAU Blockbuster Brazed Plate Heat Exchanger is free from defects in material and workmanship under normal use and service. VAU Heat Transfer, Inc.'s sole liability and the original user's sole remedy under this warranty shall be limited to the replacement or repair, at VAU Heat Transfer, Inc.'s option, of the defective heat exchanger. This warranty does not cover damage to the unit during shipping*, ordinary wear, erosion, corrosion, or damage to the unit caused by freezing, fire, flood, improper installation, or if the product serial number label for the unit is missing, altered, or defaced. Any and all costs required to disassemble, remove, ship, reassemble and reinstall a VAU Blockbuster Brazed Plate Heat Exchanger or any part thereof are not covered under this warranty. VAU Heat Transfer, Inc. shall not be liable for any delay in delivery of a replacement heat exchanger, under this warranty, due to any cause beyond its control.

THIS LIMITED WARRANTY IS IN LIEU OF ANY OR ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF VAU HEAT TRANSFER, INC. IN NO EVENT SHALL VAU HEAT TRANSFER, INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

The warranty is not transferable, unless agreed to in writing by VAU Heat Transfer, Inc.

7. **Indemnity.** The purchaser shall protect, defend, indemnify and hold harmless VAU Heat Transfer, Inc. From all liabilities, losses, damages, costs, and expenses (including legal costs) arising from alleged patent infringement, use and sale of product, or any other reason.

8. **Product Changes.** VAU Heat Transfer, Inc. reserves the right to make periodic product improvements without notice.

9. **Delivery and Force Majeure.** Quoted shipping dates are estimates and made in good faith, but are not guaranteed. VAU Heat Transfer, Inc. Is not liable for failure to ship or for delays in delivery due to any circumstances beyond its control.

10. **Special Orders.** VAU Heat Transfer, Inc. reserves the right to require a deposit of 30% of the sale price on any special orders for product designed specifically to Purchaser's specifications. Deposits are only refundable in the event of order cancellation prior to VAU Heat Transfer, Inc.'s acquisition of special materials for the Purchaser's order.

11. **Cancellation.** VAU Heat Transfer, Inc. reserves the right to assess and collect costs against cancelled orders in the amount of 25% of the sales price of the product(s).