

TERMS OF TRADE AND CONDITIONS OF SALE

- 1 East West Engineering (EWE) products are to be used only as indicated. Misuse or misapplication may cause failure resulting in possible property damage or bodily injury.
- 2 It is the obligation of the user to ensure EWE products are used in accordance with appropriate Codes and System requirements.
- 3 All liability for EWE products performance is disclaimed and the warranty will be voided if any of the following conditions exist:
 - 3.1 The product is used beyond the published or stated rate load limit. Note all ratings are for static conditions and do not account for dynamic loading such as wind, water or seismic loads.
 - 3.2 The product is not properly installed as per published or stated instructions
 - 3.3 The loading to the product is not vertical
 - 3.4 The product is deformed or stressed in any way during fitting or installation.
 - 3.5 The product is used in a corrosive environment.
- 4 All safety regulations required by the user must be observed.
- 5 EWE products at the time of dispatch are warranted to be free of defects in material or workmanship. NO OTHER WARRANTY EXPRESSED OR IMPLIED SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF EWE PRODUCTS. Claims for errors, shortages, defects or non-conformities ascertainable upon inspection must be made in writing within 15 days after buyer's receipt of products. All other claims must be made to EWE within 12 months. Products claimed nonconforming or defective must upon EWE's request promptly be returned for inspection. Claims not made as provided above and within the applicable time period will be barred. EWE shall in no event be responsible if the products have not been used in accordance with the specifications and/or recommended procedures. EWE will, at its option either repair or replace nonconforming or defective products for which it is responsible or return to buyer their purchase price. The foregoing states buyer's exclusive remedy for any breach of EWE warranty and for any claim, whether sounding in contracts, tort or negligence for loss or injury caused by the sale or use of any product. Without limiting the generality of the foregoing EWE shall in no way be responsible for any loss of business or profits, downtime or delay, labour, repair or material cost or any similar or dissimilar consequential loss or damage incurred by the Buyer.
- 6 Examine goods immediately upon receipt and advise any damage or shortage to carriers and ourselves within 15 days, otherwise no claim whatever will be considered. Provided advice is given within the prescribed time, we will make good any shortage and will repair or replace free of charge goods damaged in transit where we are responsible for delivery of the goods.
- 7 If goods are not received within 14 days from receipt of invoice please advise us in writing.
- 8 If any error is discovered in this invoicing please notify supplying branch at once for correction.
- 9 Property and Payment – By acceptance of delivery and retention of the goods it is acknowledged that the property of the goods remains with EWE and that legal title thereto will not pass until payment is made but that nevertheless the goods are at your risk after delivery. In the event that payment is not made within 30 days of delivery, or other agreed terms, full licence and authority is given to EWE to enter any premises where the goods are stored and to recover possession of them. In the event of the sale of the goods prior to payment, the proceeds of sale belong to EWE.
- 10 Terms of Payment – Unless credit has been arranged strictly net cash; if credit has been arranged payment must be made by the 25th day of the month, following the month appearing in the date on the invoice.
- 11 **East West Engineering reserves the right to alter specifications, designs and price without notification.**