
SECTION 01 GENERAL INFORMATION

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VAL PRODUCTS, INC. WARRANTIES; EFFECTIVE JANUARY 1, 2022

MANUFACTURED PRODUCTS STANDARD WARRANTY:

Val Products, Inc. (Valco) warrants that Valco-manufactured products (other than the products subject to an extended warranty set forth below) will be free of defects in material and workmanship, when used in a usual and customary fashion, for a period of one (1) year from the date of original purchase from an authorized Valco distributor or three (3) years from the date of original purchase from Valco, whichever period expires first. If Valco is notified that such a defect exists within that time and, upon inspection, agrees that the product is defective, Valco will, at its option, (a) repair or replace (EXW Valco's plant) the defective product, or (b) refund to the original purchaser (Valco's distributor) the original purchase price paid for the defective product less any installation, shipping, or other charges associated with the original purchase. All defective products must be returned to a Valco designated location for evaluation. Valco's determination as to whether the product is defective is final. See the General Conditions and Limitations.

MANUFACTURED PRODUCTS WITH EXTENDED WARRANTIES:

| <u>Product</u> | <u>Extended¹ Warranty Coverage Period</u> | <u>Limited² Warranty Coverage Period</u> | <u>Total Warranty Coverage Period (Extended + Limited)</u> |
|------------------------------------------|------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------|
| VR & VBL series drinkers | 5 years | 5 years | 10 years |
| VQ, VA & VBR series drinkers | 2 years | 3 years | 5 years |
| Roll-formed tube | 3 years | 7 years | 10 years |
| Coreless auger ³ | 3 years | 7 years | 10 years |
| FUZE [®] feed pans | 2 years | 3 years | 5 years |
| Fiberglass fan housings | Lifetime ⁴ | na | Lifetime ⁴ |
| Aluminum Fan Blades | Lifetime ⁴ | na | Lifetime ⁴ |
| Z-Fan [™] Housings ⁵ | 7 years | na | 7 years |

¹Extended Warranty Coverage: Valco warrants products subject to an extended warranty (above) will be free of defects in material and workmanship, when used in a usual and customary fashion, for the period of time as stated from the date of original purchase by an authorized Valco distributor. If Valco is notified that such a defect exists within that time and, upon inspection, agrees that the product is defective, Valco will, at its option, (a) repair or replace (EXW Valco's plant) the defective product, or (b) refund to the original purchaser the original purchase price paid for the defective product less any installation, shipping, or other charges associated with the original purchase. All defective products must be returned to a Valco designated location for evaluation. Valco's determination as to whether the product is defective is final. See the General Conditions and Limitations.



²Limited warranty coverage products will be provided at a charge rate of 50% off the Valco list price at the time the warranty claim is made known to the company in writing and is subject to Valco's standard warranty policy conditions and limitations.

³Coreless Auger warranty is voided if conveying materials with greater than 18% moisture content

⁴Lifetime warranty for fiberglass fan housings and cast aluminum blades is limited to products that prove to be defective in workmanship or material and become unusable over the life of the structure where the product was originally installed, provided that the product has remained undisturbed in its original installation location, and will be repaired or replaced, at Valco's option, at no charge (excluding labor of removal and installation and shipping), EXW Valco's plant.

⁵Z-Fan housings are warranted for 7 years against rust through when employed in poultry housing ventilation applications only. Fan components excluding housing are covered by Valco's standard warranty

GENERAL CONDITIONS AND LIMITATIONS:

- 1 The Product must be installed and operated in accordance with instructions published by Valco or the warranty will be void.
- 2 Warranty will be void if all components of the product or system are not original equipment supplied by the manufacturer.
- 3 Products not manufactured by Valco and supplied by outside manufacturers (such as, but not limited to, certain electrical motors, certain controls, gas valves, etc.) are warranted separately by the respective manufacturer and only to the extent of the manufacturer's warranty.
- 4 Valco feed bins are designed to be used with free-flowing agricultural feed materials with a density proximate to 40 pounds (18.15 kilograms) per cubic foot (.03 cubic meter). Soybean meal, meat scraps and other materials, both agricultural and industrial, are not free flowing and may significantly exceed recommended material density. Feed bin structural failure from their use will void this warranty.
- 5 Valco does not warrant against feed bin structural failure, or bin unloading components such as flexible auger transitions and boots that arises due to the addition of aftermarket devices attached to, or installed within or attached to the feed bin structure for the purpose of enhancing feed material flow and/or the elimination of feed bridging issues.
- 6 Warranty applies only to products used in applications as originally intended by Valco – other applications in industry or commerce are not covered by the Warranty. Valco products are expressly not designed or authorized for use in any applications where intended to sustain or support human life or any other application where the failure of the product could result in personal injury or death.



7 Malfunctions resulting from misuse, abuse, mismanagement, negligence, alteration, accident, lack of proper maintenance, lightning strikes, electrical power surges, or electrical power interruption shall not be considered defects under the Warranty. Corrosion, material deterioration and/or equipment malfunction caused by or consistent with the excessive additions of chemicals, minerals, sediments or other foreign elements with the product shall not be considered defects under the Warranty.

8 VALCO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY KIND OF SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR CONTINGENT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST OR DAMAGED PRODUCT, GOODS OR LIVESTOCK, COSTS OF TRANSPORTATION, LOST SALES, LOST ORDERS, LOST INCOME, INCREASED OVERHEAD, LABOR AND INCIDENTAL COSTS AND OPERATIONAL INEFFICIENCIES. IN NO EVENT SHALL THE WARRANTY LIABILITY EXCEED THE INVOICED PRICE OF THE PRODUCT TO THE ORIGINAL PURCHASER.

9 THE WARRANTIES SET FORTH ABOVE CONSTITUTE VALCO'S ENTIRE AND SOLE WARRANTY. VALCO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESCRIPTION OF QUALITY OF THE PRODUCT FURNISHED, AND ANY OTHER WARRANTY ARISING BY OPERATION OF LAW, CUSTOM OR USAGE.

10 Valco denies any authorization of any distributor, dealer, agent, or employee to modify, extend, or otherwise alter the conditions of any warranty in addition to, or in lieu of, those conditions and terms expressly stated above. Any exceptions not noted in the body of the Warranty must be authorized in writing by an officer of Valco. Valco reserves the right to change or delete models, or change specifications at any time without notice or obligation to improve previous products.

RETURNS

No merchandise may be returned without authorization. An RMA (Returned Materials Authorization) must be obtained from Customer Service for all returns.

Information required to get an RMA number: Original invoice reference, type of product to be returned, specific reason for return, and when & how the return will take place.

Items to be returned should be properly identified. RMA number must be clearly shown on all returned packages or the RMA shipment may be refused at the warehouse. Returned items must be properly packaged; items that represent a biohazard must be properly cleaned and completely sealed or delivery may be refused.

All items must be returned within 90 days of the RMA date to be eligible for credit, warranty or other support. If items are not returned within 90 days, the RMA will expire and any credit or warranty claim will be denied.

Transportation charges on returns must be prepaid.

All items are subject to inspection before final approval of any defective product replacement or warranty claim. Returns are subject to a 15% restocking charge; also, there might be an additional charge to cover any necessary repackaging of a returned item.

No returns after six months beyond date of purchase.

Parts are always billed when shipped. No orders are shipped "No Charge." If parts returned are defective and within warranty, credit will be allowed against billing.



TERMS

Unless otherwise noted in writing, terms are net 30 from date of invoice to accounts with approved open account credit status.

Additional discounts, if/when applicable, apply only to merchandise purchased - discounts do not apply to freight, set up, delivery, and other miscellaneous charges.

The postmark will serve as the date of receipt on all payments.
Past due accounts are subject to a finance charge of 1.5% per month (18% annually).

Valco reserves the right to not ship to past due accounts.

ORDERS

All equipment and parts should be ordered by both catalog number and item description.

Valco recommends that all orders be faxed, mailed or e-mailed to avoid mistakes.

Order confirmations are available upon request.

Minimum charge is \$35.00 at invoice cost. Please order in sufficient volume to take advantage of this minimum charge.

SHIPMENTS

Unless otherwise noted in writing, all shipments are ex-works Valco's shipping point, subject to Incoterms 2020®.

Shipment of backorders is EXW shipping point unless otherwise noted in writing.

Shipments requiring extra crating and packaging or extra handling will incur an additional charge.

SHORTAGES

Please check all shipments thoroughly upon receipt and report any shortages promptly.

All shortages must be claimed within 60 days of the shipment date for domestic and 90 days for international shipments.

Freight Damages **MUST** be noted on the BOL at delivery or carrier will deny damage claims.



POLICIES

FREIGHT CLAIMS

Merchandise shipped via common carrier becomes the property of the customer at the time of shipment.

Accept shipments only after noting any damage or shortage on the delivery receipt; report hidden damage to the carrier as soon as possible.

File your claim promptly with the delivering carrier.

VAL-CO customer service personnel will assist you in this process whenever possible.

MISCELLANEOUS

Prices and specifications are subject to change without notice.

Typographical errors are subject to correction.