

Our Guarantees and Terms of Sale

We strive to deliver only the highest quality of parts and components. All units are tested before the goods are dispatched. However, when something fails to meet our client's expectations, every effort is made to correct them. All our products are guaranteed to be free from defects in materials and workmanship for a period of one year from delivery. If a problem occurs during this period, we advise to bring it to our attention immediately. Any unit to be considered for warranty, shall be repaired or replaced at free of cost to the customer. We will also reimburse all freight charges. If the unit can not be replaced, the customer will receive full credit at once.

Return Goods Authorization Number (RGA #) should always be referred when returning the item, with freight prepaid. This warranty does not cover units which have been disassembled or repaired by anyone other than Vaishnavi. Products damaged due to misuse, abuse, neglect, accident, or tampering shall also not be considered. Our company does not cover any customer loss or expense resulting from the unit being out of operation. The unit must be operated according to original manufacturer's specifications, otherwise this warranty is null and void. If a replacement has been shipped and the warranty is void, the original will be restocked at 25%.

Returns :

If a non - defective, unused item shall be returned, please notify our sales department within 10 days to receive a Return Goods Authorization Number. All items must be returned freight prepaid with a packing list referring to the RGA #. A credit memo will be issued for items returned, deducting 25% as restocking charge.

Limited Warranty

The Seller warrants the product and repaired parts sold by him, will be free from defects in materials and workmanship under normal services, until the expiration of the earlier of 6 months from the factory. This limited warranty is applicable only when the products are installed and used in accordance with The Seller's printed instructions, all applicable federal, state and local regulations. If within 30 days after Buyer's discovery of what Buyer believes is a defect, the Buyer notifies the seller. The Seller shall at it's sole option, repair or replace the ex -works, point manufacture, the product or components found to be defective. Failure by The Buyer to give such written notice within 30 days shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

Other than the above, subject to the limitations of liability given below.

The Seller makes no representation or warranty, expressed or implied, as to merchantability and fitness for a particular purpose with respect to the products and parts whether used alone or in combination with any other products or material. The above warranty and obligations to repair or replace are complete and exclusive. The Seller expressly disclaims liability for special consequences.

Damage of any nature whatsoever.

The exclusive remedy of The Buyer shall be the right of action to recover damages limited to the purchase price of the merchandise, as may be defective, less its salvage value. The Seller shall not be liable hereunder to the Buyer or others claiming through The Buyer for special or consequential damages for any reasons whatsoever. Whether such cause is based on theories of conduct, negligence, strict liability, tort or otherwise. The Seller neither assumes nor authorizes any person to assume on his behalf, any other liability in connection with the sale and / or use if said merchandise. This warranty shall not apply to any merchandise which has been repaired or altered outside The Seller's factory in any way so as, in the judgment of The Seller to affect its performance, nor to any merchandise which shall have been installed or operated contrary to out instructions. If The Seller furnishes technical advice to buyer, whether or not at Buyer's request, with respect to application,

further manufacture or other use of products and parts, The Seller shall not be liable for such technical advice and Buyer assumes all risks of such advice and the result thereof.

This agreement shall be construed and the right and obligations of the parties hereto under this agreement shall be determined in accordance with the laws of the Province of Ontario.

Standard Conditions of Sale

The Terms are as follows :

1. All invoices are due and payable before dispatch.
2. All orders become effective only upon acceptance by Vaishnavi Engineering, Mumbai, India.
3. All shipments are ex-works, Malad, India, i.e. title and risk of loss shall pass to customer upon delivery to carrier on all shipment. Freight, handling and applicable custom documentation preparation fees require for export are the obligation of the customer.
4. All request for cancellations and changes must have prior approval and are subject to the appropriate charges and conditions as per our company policy.
5. All applicable for state, local, and federal sales use. Excise or similar taxes shall be the obligation of the customer.
6. Vaishnavi Engineering warrants that the goods supplied hereunder will conform to the discretion above. It will convey good title thereto and that such goods will be fit for the ordinary purpose for which such goods are used. There is no warranty that the goods will be fit for any particular purpose nor is there any other warranty expressed or implied.

Liability :

Vaishnavi Engineering shall not be liable for any incidental or consequential damage for any breach of warranty or any obligation in case of any breach of warranty as to any goods. Vaishnavi Engineering 's liability and buyers exclusive remedy are expressly limited to the repair or replacement of such goods or the refunding, upon the return of such good, of any purchase price paid therefor.