

Claim Policy

The complaint procedure is part of the Orbit Aluminum Industries Quality Policy aimed to immediately react to any possible claim, define guidelines for claim handling and resolution, eliminate the cause of the problem to avoid future claims, agree on a settlement to avoid possible dispute with the client and ensure continuous improvement for the claim handling procedure.

Claim Procedure

Filing a complaint must be made by sending a completed CLAIM APPLICATION FORM to: info@orbitalu.com with the necessary photographic documentation identifying non-compliance.

- The quantity and the quality of the products shall be determined in accordance with the contract or the confirmed Sales Order; in the absence of special agreement, in compliance with ASTM or EN norms. Testing Methods are according to European Coil Coating Association (ECCA). In case of a quantity variation claim the weight on the invoice and packing list will be the reference for delivered quantity.
- Buyer shall carefully inspect all Products and shipping documents promptly upon delivery. No claim for shortages or Products damaged during delivery will be valid or enforceable against Seller unless the Buyer notifies Seller in writing specifying in detail the shortage or damage within (a) five (5) days from the date of delivery for any quantity shortage or visible damage ; (b) 60 days for quality defects or invisible damage.
- The Seller must advise the Buyer within 30 days of receipt of claim its agreement/disagreement with the Buyer's analysis or request an extension of further analysis.

The Buyer shall be deemed to have waived any claim for shortages or Products damaged in transit if the Buyer fails to notify Seller within five (5) days following delivery.

Inspection

Seller is entitled to inspect any product claimed to be defective in quality and/or quantity. The Buyer or Seller shall have the right to request an independent inspector acceptable to both parties to inspect and confirm the delivered quality and quantity. The cost of the inspector shall be borne by both parties equally. The inspectors' determination shall be conclusive and binding.

The buyer should not raise a claim if the value of the defected material is less than 0.5% of the invoice value.

Claim Resolution

- In case of justified claims, Seller's liability shall be limited to the replacement of the product or to an agreed reduction of the price. Scraping any material is at the sole discretion of the seller.
- No rejection of material shall be accepted if claim is not approved by the Seller.

- The Seller shall not accept any rejection claim as long as the supplied material conforms to EN or ASTM norms.
- If the delivered material fails to meet customer requirement however meets EN, or ASTM standards the material will be deemed to be in compliance. Any commercial settlement shall be at the discretion of the seller and shall not exceed 10% of claimed material value. Full rejection of material will not be accepted for such claims.
- If the Seller supplies material out of EN or ASTM tolerances, however the claimed material does not affect the performance of the product, the settlement of the claim must be made with a price reduction not exceeding 20% of claimed material value. Full rejection of material will not be accepted for such claims.
- For any visual defect claim, the Buyer has to demonstrate that the defect is out of EN or ASTM and remains clearly visible after the processing and/or assembly and final installation of the product and the defect will cause the product to be considered of a second quality.
- Any processing or use of the Products by the Buyer in part or in full without written approval from the seller shall be conclusive as to Buyer's acceptance of the Products as being satisfactory and in accordance with these Terms and Conditions.

Other Considerations

- The buyer agrees to store the claimed material free of charge in proper storage until the final settlement of the claim and removal or replacement.
- Any claim related to Buyer production efficiency to process the supplied material cannot be accepted as grounds for rejection and maybe settled with a price reduction at Sellers discretion.
- Under no circumstance, Seller shall be liable for any expense incurred by Buyer or any third party, direct or indirect, incidental or consequential, in any way arising out of and/or resulting from the delivery of Non-Conforming Product(s) including machine downtime or reduced efficiency costs or labor cost.
- Any claim raised by the Buyer does not relief the buyer from his obligation to pay the invoice value in full on its due date, unless a credit note is issued by the Seller before the payment due date.
- In case the Seller and the Buyer do not reach agreement regarding the conformity of the claimed product, samples of the claimed material will be collected by the Seller and sent to an independent Lab approved by the seller for testing. The cost of the test will be borne by both parties equally. The test results will be binding to both parties.

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