

TERMS & CONDITIONS OF SALE

- 1 Prices are subject to change without notice.
- 2 First time orders require a 50% deposit with the balance due before shipping.
- 3 Terms and credit limits are approved according to the findings from credit references. Past-due accounts will be placed on C.O.D. or a “hold” until current. In addition, a late payment charge of 1.5% per month (18% APR) will be accrued on past-due balance and reasonable attorney’s fees plus all fees if placed in collection.
- 4 All prices are F.O.B. Buford, GA, freight collect or prepaid and add. Prepayment and third-party billings of freight charges subject to prior agreement. Delivery to carrier at point of origin shall constitute transfer of title to the Buyer on such delivery. Versa-Gard will attempt to comply with, but will not guarantee, Buyer’s requested shipping date. Versa-Gard shall assume no responsibility for the consequences of a delayed delivery, regardless of cause. Buyer is responsible for the cost of switching services or other special transportation or delivery services.
- 5 Material must be inspected upon receipt for damages and shortages. All claims for damaged or lost shipments are the responsibility of Buyer with the carrier. For any damage claims, the damaged crate(s) or material(s) must be retained for the freight inspector. Buyer’s freight claims must be made directly with the carrier. Versa-Gard will assist with resolving claims and providing documentation to support the claim.
- 6 Please notify within (10) days of any discrepancy in shipments or invoicing. Versa-Gard will not be responsible for any claim that is not brought to our attention within (10) days of the receipt of merchandise. Failure to make these claims constitutes full acceptance.
- 7 For all special orders or orders requiring custom fabrication, a 50% deposit is required. Deposits placed on custom orders are non-refundable if Buyer cancels order.
- 8 All orders and sales contracts are subject to approval and acceptance by Versa-Gard. In the event of conflict or inconsistency between the Terms and Conditions herein shall prevail, unless different terms are agreed to in a document signed by Versa-Gard.
- 9 Any order from Buyer that is to be manufactured by Versa-Gard in accordance with Buyer’s drawings and/or written specifications shall be deemed a custom order. As with any custom order,

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cancellation by Buyer must be in writing. Buyer will be billed for all time and expenses incurred up to the time of receipt of the cancellation.

- 10 Title to all goods remains with Versa-Gard until the account invoice has been paid in full. Versa-Gard reserves the right to an immediate Materialman's Lien against all real property to which our products are delivered to secure its indebtedness in the event of non-payment or default of any other financial terms.
- 11 All products manufactured by Versa-Gard are inspected before shipment. However, should any products supplied be defective in material or workmanship, Buyer shall notify Versa-Gard within (10) days of receipt and Versa-Gard will, upon return of the defective product and without cost to Buyer, repair or replace the defective product, or at Versa-Gard's option, refund the purchase price of the merchandise. Versa-Gard reserves the right to investigate all claims under this warranty. Versa-Gard shall not be liable for repairing or replacing products subjected to abuse or unintended use. Products may be returned only after Buyer receives specific shipping instructions from Versa-Gard. The foregoing represents the extent of Versa-Gard's liability and is Buyer's exclusive remedy for defective products. There are no warranties either expressed or implied which extend beyond the description herein.

I understand and agree to the terms stated above:

Signed _____
Duly Authorized

Date _____

Title _____