



TERMS & CONDITIONS OF SALE

VERSA Products Company, Inc. (VERSA)
22 Spring Valley Road, Paramus NJ 07652

TCS-ALL/January 2025

1. Prices

- 1.1 Prices are set at the time of VERSA's confirmation of order and based on current pricing at the time of that confirmation, or, if applicable, on a prior verified price quote. Current pricing is current published list pricing, less any applicable discount.
- 1.2 Prices do not include any federal, state or local taxes, any other governmental charges, export duties, or fees.
- 1.3 For orders placed through the VERSA website, any freight and freight related charges will be included in the total amount due and will be shown as "Shipping and Handling". All domestic shipments may be subject to state taxes and will be included in the total amount due. These charges will be shown as "taxes". All international shipment taxes are not charged and are the responsibility of the purchaser.
- 1.4 VERSA's minimum order size is \$75.00.

2. Terms of Payment

- 2.1 Unless otherwise agreed in writing by VERSA, Payment Terms shall be Payment in Advance (PIA).
- 2.2 If agreed by VERSA in writing, payment terms are NET 30 days from invoicing. If the invoice covering the shipment is not paid within 30 days from the date of the invoice, VERSA reserves the right to apply a late charge.
- 2.3 Payment shall include full value of goods and services and any applicable shipping, handling, taxes and export fees.
- 2.4 All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the acknowledgement unless otherwise specifically stated. VERSA shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.
- 2.5 For orders placed through the VERSA website, the available payment types will be listed at the time of order checkout. Funds will be authorized at the time of order checkout against the chosen payment type. Final settlement will be completed at the time of shipment.

3. Freight

- 3.1 All orders are shipped EXW, Paramus, New Jersey, USA.
- 3.2 All freight costs are to be paid by Purchaser.
- 3.3 All export fee and related costs are to be paid by Purchaser.
- 3.4 Delivery of goods will be by common carrier that is designated by Purchaser or, should Purchaser so request, VERSA will arrange for a common carrier. Under either alternative, goods shall be considered delivered to Purchaser when the designated transit carrier first handles the goods at VERSA's Paramus, NJ facility and any Claim for loss for goods damaged or lost in transit shall be filed by Purchaser directly with the carrier.

4. Deliveries

- 4.1 All delivery schedules of shipment are determined by the best judgment of VERSA.
- 4.2 Schedules will be adhered to with the best effort of VERSA but are not guaranteed.
- 4.3 VERSA will not be responsible for delays in delivery or failure to deliver due to causes beyond its control, including without limitations, act of God, acts of Purchaser, fire, flood, accidents, riots, strikes, transportation delays, labor or material shortages, governmental order, pandemic or other

health emergency, or any other causes beyond its control.

- 4.4 Delivery date is scheduled into the VERSA's production system only with the release and acknowledgement of purchase order by VERSA.
- 4.5 For orders placed through the VERSA website, lead times are approximate and will be provided by item at order placement. In the case of a multiple item order, VERSA will acknowledge one date for the complete order. No partial shipments can be made.

5. Cancellation/Changes

- 5.1 VERSA will acknowledge orders after receipt of same by VERSA.
- 5.2 Orders that are acknowledged and accepted by VERSA cannot be canceled or changed, except with written approval of VERSA. If changes are accepted by VERSA, prices and/or delivery schedules may change and cancelled orders may be subject to up to a 100% cancellation charge or a change charge.
- 5.3 For orders placed through the VERSA website, the purchaser may cancel the order at no cost if the acknowledged ship schedule is longer than the checkout estimate. If the purchaser finds the acknowledged schedule unacceptable, purchaser has one (1) working day after receipt of acknowledgement to advise VERSA in writing to cancel the order and receive full credit. If no response is received within one (1) working day, VERSA will consider the order to be firm.

6. Returns

- 6.1 Requests for return should be made in writing to VERSA and must include the reason for the return. VERSA will then advise as to whether a request for return has been authorized by VERSA.
- 6.2 Upon receipt of written notice authorizing return of goods and RMA number, returnee may ship goods to VERSA, prepaid. No "collect" shipments will be accepted.
- 6.3 After its receipt of authorized returned goods VERSA will inspect the goods and will notify returnee in writing whether returnee is entitled to a credit or other action by VERSA concerning the returned goods. Returnee is advised that absent VERSA's receipt of a written notice from returnee objecting to same, VERSA will only hold any returned goods for a period of thirty (30) days from VERSA's notification to returnee advising whether returnee is entitled to a credit or other action by VERSA concerning the returned goods before disposing of the returned goods as VERSA sees fit.
- 6.4 Except for VERSA Fault Returns (6.6), in order to be considered for credit or refund, goods must meet the following requirements:
 - 6.4.1 They must be unused and packed in their original, unopened containers.
 - 6.4.2 They must be returned within ninety (90) days of the shipping date.
 - 6.4.3 They must not include parts or subassemblies. They must be considered standard product, as determined by VERSA.
- 6.5 Any accepted returns other than VERSA fault returns shall be subject to a 25% restocking charge
- 6.6 VERSA Fault Returns. If, after its receipt of authorized

returned goods, VERSA determines that it is at fault with respect to those goods, including any goods that were incorrectly shipped by VERSA or goods that are entitled to relief pursuant to the Warranty provisions in Section 8 below, VERSA will advise returnee of the action that VERSA will take with respect thereto, which at VERSA's discretion may include providing a refund or credit to returnee's account, a replacement or reshipment of goods, payment of shipping charges for the goods that were authorized to be returned to VERSA for VERSA's inspection, and/or other relief or action that VERSA, in its discretion deems appropriate based on the circumstances.

7. Restrictions

7.1 Nuclear Applications

- 7.1.1 VERSA/the products it supplies are not approved for applications that are to be installed in, or that otherwise service, any "Nuclear Facility" or that involve any "Nuclear Material" and VERSA products are not to be installed in, or utilized in any other way in connection with, any "Nuclear Facility" or any "Nuclear Material". For purposes of this declaration, a "Nuclear Facility" is defined as any portion of a facility that is involved with any process whereby atoms split and release energy or that could otherwise be considered to be a nuclear reaction, or with the handling, processing, or storage of nuclear material, and "Nuclear Material" is defined as any material, whether source material, special nuclear material, or byproduct material, that has radioactive, toxic, or explosive properties, including, but not limited to, the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 7.1.2 By way of example, but not by way of limitation, VERSA/its products are not approved to be, and are not to be installed on or to otherwise service, any equipment or device, whether primary or backup: (i) that is located in any portion of a Nuclear Facility that is connected to or that otherwise services a nuclear reactor; (ii) that is otherwise, designed or used for separating the isotopes of uranium, plutonium or other radioactive material, the processing or utilizing of "spent fuel" or the handling, processing or packaging of waste that is generated by a Nuclear Facility; (iii) that is used for the processing, fabricating or alloying of Nuclear Material; and/or (iv) that is in any structure, basin, excavation, premise or place prepared or used for the storage or disposal of waste that is or has been generated by a Nuclear Facility or that involves Nuclear Material.

7.2 Airborne Applications

- 7.2.1 VERSA goods are not designed nor certified to be used in any aviation, space, or any other airborne application that is not physically located on land or on water

8. Design

- 8.1 VERSA reserves the right to modify, change or discontinue any product without notice.
- 8.2 Purchaser will be notified at order processing of any available replacement item should a product be discontinued.

9. Warranty and Limitations

- 9.1 Goods sold by VERSA are warranted to be free from defective material and workmanship for a period of ten (10) years from date of manufacture, provided said items are stored, handled, used, and maintained in accordance with VERSA recommendations and specifications. VERSA's liability pursuant to that warranty is limited to the replacement of the VERSA goods proved to be defective provided the allegedly defective goods are returned to VERSA.
- 9.2 There are no implied warranties of merchantability or fitness for a particular purpose. VERSA's liability for breach of warranty as herein stated is the only and exclusive remedy and in no event shall VERSA be responsible or liable for incidental or consequential damages. VERSA provides no other warranties, expressed or implied, except as stated above and any other warranty, whether express or implied, is expressly disclaimed.

VERSA reserves the right to update these Terms & Conditions at any time without notice.