

VERSA DESIGNED SURFACES

TERMS AND CONDITIONS OF SALE

- (1) Warranties
 - (a) Manufacturer's Warranty

FOR MANUFACTURER'S WARRANTY AND LIMITATIONS OF THAT WARRANTY, SEE MANUFACTURER'S WEB SITE AT WWW.LSIWC.COM.
 - (b) Exclusive Remedy

THE MANUFACTURER'S WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY, AND NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LABOR, INJURY TO PERSON OR PROPERTY, OR ANY INCIDENTAL OR CONSEQUENTIAL LOSS, SHALL BE AVAILABLE TO BUYER AGAINST SELLER.
- (2) Exclusive Remedy and Maximum Liability for Seller's Breach

IF SELLER REPUDIATES, FAILS TO DELIVER THE GOODS, OR DELIVERS SUBSTANTIALLY NONCONFORMING GOODS AND BUYER REJECTS THE GOODS OR JUSTIFIABLY REVOKES ACCEPTANCE OF THE GOODS, OR IF SELLER COMMITS ANY OTHER SUBSTANTIAL BREACH, BUYER'S EXCLUSIVE REMEDY AGAINST SELLER SHALL BE TO RETURN THE GOODS TO SELLER AT BUYER'S EXPENSE. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, SHALL BE AVAILABLE TO BUYER AGAINST SELLER.
- (3) Shipment and Receipt of Goods

Should any of the Goods be received and accepted by Buyer from any carrier in a damaged condition, it shall be the duty of Buyer to obtain from said carrier a written acknowledgment of the damage or shortage. The failure on the part of Buyer to obtain such statement or acknowledgment upon its receipt and acceptance of the Goods constitutes an acknowledgment by Buyer that the Goods are in good, safe, and serviceable condition and fit for use. Use of the Goods shall constitute a full, complete, and irrevocable acceptance by Buyer. BUYER SHALL NOTIFY Seller within 40 days after delivery that the Goods are defective and are being rejected or else the Goods are deemed to be accepted.
- (5) Prices

Prices do not include freight unless so noted hereon. All prices are subject to changes in current list prices at the time of shipment. The Seller may suspend credit, refuse shipment, or cancel orders in the event of nonpayment or failure to pay according to the terms of payment. In the event an order is cancelled, Buyer shall remain liable for all Goods in process, in stock, or fabricated for the order. All payments received after the payment is due are subject to a finance charge of 1.5% per month or part thereof.
- (6) Passage of Risk of Loss

All risks of loss, casualty, or other damage to the Goods shall pass to the Buyer, at the time and place where Seller delivers possession, whether such delivery be to Buyer or to a common carrier or other independent instrument of transportation or to any other bailee.
- (7) Unforeseen Contingencies

All shipments are subject to unforeseen contingencies or the effect of priorities or other regulations of any governmental authority, or delays occasioned by strikes or any other occurrence beyond Seller's control.
- (8) Place of Making

New Albany, Indiana, shall be the place of making of this transaction and any and all disputes arising hereunder shall be settled, or attempted to be settled, only in Floyd County, Indiana, whether such settlement be arrived at, or be attempted, by negotiation, litigation, or otherwise.
- (9) Applicable Law: Severability

The law of the State of Indiana shall apply to this agreement and its construction. To the extent any provision or clause in this agreement is prohibited by any law or is deemed unenforceable, such prohibition or unenforceability shall not invalidate any of the remaining provisions or clauses hereof.
- (10) Oral Statements

SELLER'S SALESMEN AND/OR ANY OTHER EMPLOYEE OF SELLER MAY HAVE MADE ORAL OR WRITTEN STATEMENTS ABOUT THE GOODS DESCRIBED HEREIN. SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUYER, AND ARE NOT A PART OF THIS AGREEMENT.