

VSSI Services and Conditions

Billing and Terms

Payment Options

VSSI, Inc. sells primarily through authorized veterinary distributors. For customers not using distributors the following options are available:

Checks **

Credit cards **

Lease (major companies only) **

Purchase Orders (government or city entities only)

** *Payment is required with the order*

Tax

Some states require sales, use, property, or other taxes or duties. VSSI, Inc. shall not be liable for such taxes. These are the customer's sole responsibility. See Terms and Conditions section.

Freight

Freight cost is calculated at the time the order is taken. The cost is subject to change due to customer related delays in shipment. Freight is collected on all orders unless otherwise stated. See Delivery of Product section for details on all freight services available.

Terms and Conditions

Order and Acceptance

By submitting an order, buyer shall have agreed to purchase the goods subject to all VSSI, Inc. Terms and Conditions. Customer's order is subject to and effective only upon acceptance and approval at VSSI's Carthage, MO office. This order, made in Missouri, shall in all respects be governed according to the laws of the state of Missouri. Customer consents to the jurisdiction of Missouri courts over any disputes involving the order. Except as otherwise provided in writing by VSSI, Inc., these terms constitute the sole Terms and Conditions governing the order and may not be supplemented, modified, superseded, or altered.

Terms of Payment

Payment is due in full before the order is started. On orders where terms have been extended (see payment options above), a finance charge of 1 1/2% per month, or such lesser percentage legally applicable under the law, will be applied to all overdue accounts. Buyer shall be liable for all reasonable fees incurred in collecting any overdue accounts.

Prices and Quotes

Prices on products specified on quotes, price lists, or sales flyers are F.O.B. VSSI's facility in Carthage, MO unless otherwise specified in writing. Prices are exclusive of any city, state, local, or federal tax. Prices are subject to adjustment without notice and VSSI, Inc. reserves the right to change prices or specifications.

Taxes

The buyer shall promptly reimburse VSSI, Inc. for any sales, use, property, or other taxes or duties which VSSI, Inc. may be required to pay or collect (under existing or future law) in connection with the sale, purchase, delivery, storage, processing, consumption, or use of the products purchased.

Product Satisfaction Policy

In the event that the customer is not fully satisfied with the products purchased, VSSI, Inc. may, at its own discretion, arrange for the customer's account to be credited (excluding shipping charges) or replace the product. The customer must notify VSSI of any claim of nonconformity or defect in writing within 30 days from the date of receipt. The product must be returned to VSSI in its original packaging, undamaged and showing no unusual wear within 20 days of the customer's written notice.

To return an item, follow these simple instructions:

- Call VSSI, Inc. for complete instructions (800-299-9525)
- A sales representative will give you a Return Authorization Number
- If a Restocking Fee applies, you will be informed at this time
- Label the boxes with this Return Authorization Number
(All items must have a Return Authorization Number)
- Return the items, postage/freight prepaid

If necessary, the VSSI sales representative will assist you with freight arrangements.

Note: Custom orders and/or custom colors may not be returned.

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Delivery of Product

Delivery dates are estimates only. Buyer assumes all freight, handling, and installation cost and the risk of loss or delay in transit. VSSI, Inc. will assist the buyer with freight arrangements, but VSSI, Inc. shall be free of any liability in connection therewith. Title to all materials and products sold by VSSI, Inc. shall pass to the buyer upon delivery to the carrier. Risk of loss, injury, or destruction of the products shall be borne by the Buyer and shall not release buyer from the payment of the purchase price.

Small shipments are normally shipped by a package service. Larger shipments will be shipped by common carrier. A sales representative will assist you with all available freight options for your order.

Freight Options

Freight on orders is quoted as "*Standard Motor Freight*", which means that the driver will get the items to the back of the truck. The customer is responsible for getting product to the ground and into the clinic. "*Call Before Delivery*" will be noted on all orders. The freight company will call the customer before delivery to insure they can deliver.

Additional charge options available:

"*Lift Gate*" The truck will have a lift gate to assist in getting the product to the ground.

"*Customer Assisted Inside Delivery*" The customer must have adequate personnel to assist the driver in unloading and inside delivery.

A re-delivery charge will be applied if the trucking company is unable to deliver on the first attempt. A residential delivery charge will be applied for a non-business delivery.

Damage of Product

Freight Claims

As a courtesy to our customers, VSSI, Inc. will coordinate the inspection service and handling of claims for freight damaged items.

Remember that ownership of the product transfers to the buyer upon delivery to the carrier!

All packages must be inspected upon arrival. Check for damage to packaging. Open all packages and inspect for damage. Any damage must be noted on the delivery receipt. DO NOT accept delivery

of any shipment with discrepancies from order or damage to product without notifying the carrier and VSSI, Inc. The original packaging must be kept for inspection. All claims must be reported to VSSI, Inc. immediately after receipt of shipment. If there is a question about what to do, call VSSI, Inc. while the trucking company is still there. The customer must provide in writing all necessary information for VSSI, Inc. to file a claim for damages.

Call a VSSI, Inc. sales representative to file a claim. VSSI, Inc. will handle the pickup, return shipment, and replacement of product. If the delivery receipt is not noted correctly (signed for as damaged with details), VSSI, Inc. has no recourse with the freight company. VSSI, Inc. will deal with these situations on an issue by issue basis.

Returns and Repairs

In addition to the 30-day Product Satisfaction Policy, VSSI, Inc. warrants products, to the original purchaser only, for 6 months to 3 years from date of delivery (depending on the product). Warranty is only applicable if customer complies with all instructions and specifications furnished by VSSI, Inc. relating to installation, care and application. Customer agrees that they will not modify, misapply, or misuse product in any manner which deviates from the VSSI, Inc. instructions. Any repairs, alterations, or services provided by parties other than VSSI, Inc. or its authorized representatives, may void warranty.

OTHER THAN THE WARRANTY SET FORTH ABOVE THERE ARE NO OTHER WARRANTIES OF THE PRODUCTS AND ANY AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY VSSI.

A Return Authorization Number is required for any product being sent back to VSSI, Inc. for any reason. This number can be obtained by contacting the sales department at VSSI, Inc. All products returned, except for warranty service, are subject to a possible Restocking Fee. The buyer is responsible for all freight charges on returned items.

Contact Information

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