



A. ORDER PLACING

Orders may be placed by calling Versah (844) 711-5585 or via www.versah.com. Our products may also be available through selected manufacturers’ sales representatives.

When ordering by phone, please specify:

1. Customer name and contact information, including shipping information (or customer account number if returning customer);
2. Purchase order number;
3. How items will ship including special shipping instructions, if any;
4. Product item numbers; and
5. Quantities desired.

B. SHIPPING, TAXES

All orders are shipped freight prepaid to destination. Customer shall pay any applicable taxes related to purchase.

C. PAYMENT TERMS

Payment for Products, including any applicable tax, shipping and handling, is ordinarily due at time of order via credit card.

D. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Versah may discontinue Products or change specifications, designs, prices, or the terms and conditions of sale at any time.

E. LIMITED WARRANTY; LIMITATION OF LIABILITY

Drills and burs wear with repeated use. They should be replaced when they become dull, corroded or in any way compromised. Versah drills and burs should ordinarily be discarded and replaced after 20 osteotomies. Read and follow the [Instructions For Use](#).

Versah warrants its Products to be free from defects in workmanship and materials for ninety (90) days from the date of payment or initial invoice, whichever comes first, when used and handled according to [Instructions For Use](#). Versah’s only liability, and Customer’s exclusive remedy in the event of any defect, is that Versah provide at its option, either (1) a full refund or credit in the amount of the purchase price, or (2) the repair or replacement of the Product. Versah will not be liable for any indirect, consequential, incidental, punitive, special, exemplary, or contingent loss or damage (including without limitation lost or anticipated profits, or damage to goodwill) arising from or in connection with the purchase, use of, or inability to use, the Products.

Customer must return the defective Product within ninety (90) days from the date of purchase.

THE EXPRESS WARRANTY SET FORTH IN THIS SECTION E IS THE ONLY WARRANTY MADE BY VERSAH. VERSAH DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND OR DESCRIPTION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY VERSAH, ITS EMPLOYEES, LICENSORS OR THE LIKE WILL CREATE A WARRANTY.

F. VERSAH RETURN GOODS POLICY

Versah strives to make excellent products and hopes that you will be fully satisfied with your purchase. However, if you wish to return your purchase, we ask that you contact customer service at 1-844-711-5585 or at info@versah.com prior to returning your goods.

(a) **Return Authorization.** Any product returned requires authorization in advance from Versah. Customers must complete a Return Authorization Form and be issued a Return Authorization Number. The Form may be printed from Versah's website or obtained from Versah Customer Service. At this time, Versah cannot accept returns without a completed Return Authorization Form and correct Return Authorization Number, which must accompany any returned product.

(b) **Standard Returns.** Versah will not authorize returns of Product more than thirty (30) days after purchase. Versah will not accept returned Product which is obsolete, damaged, or sterile merchandise which has been opened or the packaging compromised unless such product is defective. Versah will issue a refund for the returned Product to Customer's method of payment once the purchase has been received at its office and processed by its staff. Versah is unable to refund postage costs for returns. Returns are subject to a 20% restocking charge, which will be deducted from any funds to be credited back to Customer's method of payment. Merchandise shipped in error will receive full credit if returned in unopened package, postage prepaid.

(c) **Warranty Claims.** Prior authorization is required for products returned for warranty based reasons. Versah will not authorize returns of Product after the expiration of the ninety (90) day warranty period. Refunds or replacements will be processed in accordance with Section E of these Terms and Conditions of Sale. Product returned for warranty reasons is not subject to a restocking charge.

(d) **Inspections and Lost Returns.** Versah reserves the right to inspect all returned items and decline to accept the return upon inspection. Versah cannot issue a refund or a replacement for a purchase not received by Versah. Customer shall bear all risk of lost returns and Customer may, at its discretion, purchase insurance.

(e) **Change of Return Policy.** Versah and Customer agree that Versah may, from time to time, adjust the return policy set forth in this Section F without any prior notice to Customer. Any such adjustment shall only be effective on purchases made as of the date the new policy is posted or otherwise made available to Customer.

REGULATORY COMPLIANCE

Customer shall comply with all applicable laws in connection with product pricing, including all standards applicable to disclosure and reporting the existence and terms of any discounts to Medicare, Medicaid or other Federal or State health care programs in accordance with 42 C.F.R. § 1001.952(h)(1), as may be applicable. Customer acknowledges that any reductions in Product price realized by Customer may be subject to the aforementioned regulation. If Customer is a buyer that reports costs on a cost report required by the U.S. Department of Health and Human Services or a State health care program, Customer agrees to the following: (a) any discount must be earned on purchases of the same good or service bought within a single fiscal year of the Customer; (b) Customer must claim the benefit of any discount in the fiscal year in which the discount is earned or the following year; (c) Customer must fully and accurately report any discount in its applicable cost report; and (d) Customer must provide, upon request by Federal or State government, information provided by Versah as specified in 42 C.F.R. 1001.952(h)(2)(ii)(B), as may be modified from time to time.

G. DISPUTE RESOLUTION

Excepting disputes involving third parties or relating to intellectual property, disputes arising directly or indirectly under these Terms and Conditions of Sale shall be resolved by binding arbitration before a single arbitrator under the Commercial Rules of the American Arbitration Association and the United States Arbitration Act, 9 U.S.C. §§1-16. Either Party may submit the dispute to binding arbitration by written notice to the other Party at their last-known business address. The arbitration will be conducted confidentially at the Detroit Regional Office of the American Arbitration Association or at a location selected by the arbitrator. The arbitration award may include an award of legal fees and costs. The arbitrator's award will be final and non-appealable absent fraud or manifest error. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Party may pursue through litigation claims that also involve third parties who have not consented to arbitration, claims relating to intellectual property infringement, or claims for injunctive or other non-monetary relief. The venue for any litigation between the Parties shall be the Federal District Court for the Eastern District of Michigan, or if that court lacks jurisdiction over the dispute, the State Circuit Court for Jackson County, Michigan.

Any dispute arising between Customer and Versah relating to the Product or these Terms and Conditions of Sale shall be governed by Michigan law. To the extent not inconsistent with these Terms and Conditions, Product sales to Customer shall be governed by Article 2 of the Uniform Commercial Code (codified at MCL §440.2101 et seq.).

H. MISCELLANEOUS

Customer shall not resell or export the Products to any other person or entity. Customer will use the device only in accordance with the Instructions For Use.