

Verta, Inc. Terms and Conditions

- 1. Controlling Terms and Conditions.** These Terms and Conditions, together with other documents signed or referenced in documents signed by Verta, Inc. constitute the entire contract (the "Contract") between Verta, Inc. and Customer with respect to sales of the goods and services ("Goods and Services") by Verta, Inc. to Customer and supersede all prior verbal and written understandings, promises and agreements. Any contrary, different or additional terms or conditions in a purchase order or any other communication from Customer are expressly rejected unless contained in a written document signed by an authorized officer of Verta, Inc. that specifically references the Contract by name and such contrary, different or additional provisions are individually initialed by Verta, Inc. Customer expressly agrees that no collateral contracts, terms, conditions, warranties, promises or undertakings exist between Customer and Verta, Inc. with respect to the sale of the Goods and Services.
- 2. Custom Services.** Orders for custom Goods and Services are firm. Custom Goods and Services will be provided based on specifications/shop drawings approved in writing by Verta, Inc. Verta, Inc. is not responsible to identify conflicts in specifications/shop drawings and other documents submitted by Customer or Customer's representatives, and Verta, Inc. will not be responsible for any delays caused by defects or conflicts in the specifications/shop drawings or other documents provided by Customer or on behalf of Customer. Verta, Inc. will not have reviewed all documentation prior to issuing a Quotation. Quotations are provided in good faith based upon information received by Verta, Inc. prior to issuing the Quotation. Prices and delivery timing are subject to change based on receipt of additional information, including complete specifications/shop drawings, which vary or make known to Verta, Inc. aspects of Goods and Services required not included in the Quotation.
- 3. Cancellations.** Cancellation requests shall be made in writing. The customer will be responsible for all costs associated with the order as well as any disposal fees. All materials are the sole property of Verta, Inc. and are non-transferrable.
- 4. Payment Terms.** Unless otherwise agreed to in writing by Verta, Inc., Customer agrees to pay Verta, Inc. in full within thirty (30) days from the date of Verta, Inc.'s completion of the Goods and Services the purchase price stated in the Contract for the Goods and Services. Verta, Inc. reserves the right to change the credit terms based on Verta, Inc.'s credit reviews conducted at any time prior to completion of the Goods and Services, including requiring immediate payment in advance. If bonds or additional insurance are required for any purpose, the cost shall be borne by Customer. Undisputed portions of invoices must be paid without respect to disputed portions. Customer agrees to promptly notify Verta Inc's customer service personnel of any disputed invoice and confirm such notice in a written communication delivered to such person prior to the due date of the invoice; otherwise such dispute or claim is waived. Customer waives the right to assert offsets or counterclaims with respect to undisputed invoices or portions of invoices. Any amounts not paid when due will be subject to a late payment fee computed daily at a rate equal to one and one-half percent (1.5%) per month or the highest rate permissible under applicable usury law. Customer agrees to pay reasonable costs and expenses (including attorneys' fees) incurred in collection of any amounts not timely paid when due. All lien waivers, releases and warranties are conditional upon receipt of prior payment in full.
- 5. Taxes.** Unless otherwise agreed in writing by Verta, Inc., the price does not include sales, use, excise or similar taxes or any shipping, delivery or insurance costs. Customer agrees to pay (or if Verta, Inc. is required by law to pay then pay to Verta, Inc.) any such amounts, excluding Verta, Inc. income tax. Any taxes applicable to Customer that are to be paid by Verta, Inc. may be included in the invoice issued to Customer for the Goods and Services.
- 6. Shipment.** Shipment lead time is based on Verta, Inc.'s standard lead times commencing as of the date when material is received and color approvals are signed-off on by Customer and Verta, Inc. Except as otherwise agreed by Verta, Inc. in writing, (a) all Goods and Services will be shipped "will call" or FOB Verta, Inc.'s plant and title to and risk of loss concerning the Goods and Services passes to

Customer upon Verta, Inc.'s shipment of the Goods and Services, (b) shipment and/or delivery dates are estimates only, and (c) packaging, and shipment if Verta, Inc. arranges shipping, of the Goods and Services will be in accordance with Verta, Inc.'s normal practices existing from time to time (i.e., a single wood-crate delivered on box or flatbed truck with no additional handling or loading equipment), and the carrier will be Customer's agent and Customer will make all claims with respect to damage in transit to the responsible carrier. Customer's rejection of the Goods and Services will not shift such risk of loss until the Goods and Services are returned to Verta, Inc., freight prepaid, pursuant to Verta, Inc.'s written authorization. Customer agrees to inspect all shipments of Goods and Services to Customer upon arrival and notify Verta, Inc. in writing within two (2) days of any shortages or other failures of the Goods and Services to conform to the Contract which are reasonably discoverable upon arrival. Customer's failure to timely notify Verta, Inc. as set forth above constitutes acceptance of the Goods and Services and a waiver of claims. If Customer requests Verta, Inc. to hold delivery of Goods and Services ordered, at Verta, Inc.'s option, Verta, Inc. may delay delivery of the Goods and Services ordered and (a) invoice Customer on the original date the Goods and Services were to be shipped, and (b) require Customer to pay reasonable storage fees.

7. **Limited Warranty.** Verta, Inc. warrants that the Goods and Services conform when shipped by Verta, Inc. to the specifications signed-off on in writing by Verta, Inc. Customer agrees to abide by Verta, Inc.'s standard allowable variations (e.g., finishes may vary in color shading and gloss). EXCEPT AS OTHERWISE STATED IN A WRITTEN DOCUMENT SIGNED BY AN AUTHORIZED OFFICER OF VERTA, INC., THIS LIMITED WARRANTY IS VERTA, INC.'s ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THE CONTRACT, VERTA, INC. MAKES NO REPRESENTATIONS OR WARRANTIES AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Verta, Inc.'s sole liability and Customer's sole remedy for a breach of this Limited Warranty are, at Verta, Inc.'s option, repair, replacement or a refund for the noncompliant portion of the Goods and Services. [Except pursuant to a warranty expressly granted in writing by Verta, Inc., no claim of any nature may be made against Verta, Inc. with respect to the Goods and Services unless a written notice is received by Verta, Inc. in writing within 90 days after Verta, Inc.'s shipment of such Goods and Services.](#)

8. **Indirect Damages.** Notwithstanding anything to the contrary, Verta, Inc. shall have no liability to any person for indirect, incidental, consequential, liquidated, special or exemplary damages of any description or any back charges or penalties, and under no circumstance shall Verta, Inc.'s liability of any type and for any cause exceed the purchase price applicable to the Goods and Services which give rise to a claim.

9. **Force Majeure.** Verta, Inc. will not be liable for any delay, failure or nonperformance caused in whole or part by any contingency or event beyond Verta, Inc.'s reasonable control, including, without limitation, acts of any government or any agency or subdivision thereof, war, riots, terrorism, acts of God, machinery breakage, or any shortage of or inability to secure labor, transportation facilities, fuel, energy, raw materials, supplies, product or machinery at reasonable prices or from regular sources.

10. **General Provisions.** No amendment or modification of any provision of the Contract shall be binding unless set forth in a written document signed by Verta, Inc. and Customer. No waiver of any provision of the Contract shall be binding unless set forth in a written document signed by the party granting the waiver. All disputes between Verta, Inc. and Customer relating to the Contract or otherwise between Verta, Inc. and Customer shall be governed and construed by the laws of the State of Minnesota, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction, and all dispute resolution proceedings shall be brought exclusively in the state or federal courts located in Wright County, Minnesota, and the parties irrevocably consent to the jurisdiction and venue of such courts.