



**Verge America LTD.
2951 Route 9W South
New Windsor, NY 12553**

**1-800-536-0160
Fax: 845-562-8068 Ph: 845-562-2500
WWW.VERGESPORT.COM**

TERMS V2.41 -ACCEPTANCE- All orders are subject to acceptance by Verge America Ltd. at its office in New Windsor, NY. Acceptance of any order is subject to availability of Verge America Ltd. to deliver. **ORDER REQUIREMENTS-** All order shall be subject to the minimum order requirements set forth in Verge America Ltd.'s catalog or on Verge America's web site. **SPONSORSHIP TERMS-** All orders accepted by Verge America Ltd. that are deemed sponsored will occur in the net pricing. **APPLICABLE PRICE-** All prices and packing charges are subject to change without notice. Customer agrees to pay the list price in affect on the date of order acceptance by Verge America Ltd. **TAXES-** All applicable sales, excise, and similar taxes shall be added to the purchase price. **TERMS OF PAYMENT-** A 50% deposit is required upon order placement, customer shall remit the remaining balance upon delivery, delivery terms shall be cash on delivery, secured payment or order may be charged in full to a valid Visa, MasterCard, or Discover card at the time the order is placed. **SHIPPING CHARGES-** Shipping charges will be added to the order total and will be billed to a COD or credit card payment. **LATE FEES-** A finance charge of 1.5% per month will be applied to all overdue invoices. **COSTS OF COLLECTION-** In the event that Verge America Ltd. is required to retain the services of a collection agency and/or an attorney and/or court assistance for collection, Customer shall reimburse Verge America Ltd. for Verge America Ltd.'s collection expenses including reasonable attorney's fees and court costs. Minimum finance charge is \$1.00. Return check charge is \$25.00. **CHANGES –** This document, along with documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on either party unless in writing and signed by both parties. **RELEASE RIGHTS-** Verge America Ltd. reserves the right to use customers' name and likeness in any and all promotional materials. **ART WORK CHARGES-** All applicable art charges shall be added to the order total and will be billed to a COD or Credit card payment. **GOVERNING LAW AND FORUM FOR HEARING DISPUTES -** This contract shall be construed and governed by the laws of the State of Connecticut. Purchaser agrees to submit to the jurisdiction of the courts of Connecticut and it is agreed that at the option of Verge America Ltd., any claims or disputes under this agreement shall be resolved by such courts or by arbitration to be conducted by the American Arbitration Association in Hartford, Connecticut. Any arbitration award shall be final and binding upon the parties and enforceable as an arbitration award pursuant to the Uniform Act and the Federal Arbitration Act. **ALL SALES ARE FINAL.**