

 **WARNING!**

**FAILURE OR IMPROPER USE OR IMPROPER SELECTION OF THE PRODUCTS DESCRIBED HEREIN OR RELATED ITEMS CAN CAUSE DEATH, PERSONAL INJURY AND PROPERTY DAMAGE**

Versa Fittings Inc. (**Versa**) catalogues, literature, web pages, electronic documents, quotations etc. (**Media**) provide product options for further investigation by purchasers having technical expertise. It is important that purchasers analyze all aspects of their applications and review the information concerning these products in **Versa's Media**. Due to the wide variety of applications and operating conditions for these products, the purchaser, through his/her own analysis and testing, is solely responsible for making the final selection of the product and assuring that all performance, safety and warning requirements of the application are met. If the purchaser is undecided about whether any product option meets with the purchaser's requirements, **Versa** strongly recommends that the purchaser retain professional or technical advisors with the requisite expertise to assist the purchaser. The products as described herein, including without limitation, product characteristics, specifications and availability, are subject to change by **Versa** at any time without notice.

**IMPORTANT NOTICE**

All line drawings and photos, in all **Versa Media**, are displayed solely to assist in product identification. If a specific pattern or dimension is required, a **Versa** office should be contacted for verification before ordering the product. The products described herein, including without limitation, product features, specifications, designs, appearance, availability and pricing, are subject to change by **Versa** at any time without notice.

**AGGRESSIVE WATER WARNING!**

Water quality can significantly influence the life of certain products. Purchasers of these products must test for corrosive elements, acidity, alkalinity and other relevant contaminants, including chlorine, and treat or condition the water appropriately. Failure to do so will void warranty and may lead to premature failure of tubes, valves and fittings.

**TERMS AND CONDITIONS OF SALE**

**Warranty and Limitation of Liability:**

1. All **Versa** products are guaranteed against defects resulting from faulty workmanship or materials, for product returned within 60 days of purchase, subject to the limitations, exceptions, disclaimers and conditions stipulated hereunder or specified with respect to particular products and posted, updated or amended on the **Versa** website or stipulated in **Versa Media**.
2. **Versa** will replace, free of charge, any products which are found to be defective in workmanship or material, provided that the following conditions are met:
  - **Versa** is promptly notified in writing of such defect immediately upon discovery of same and the defective product is promptly returned to **Versa**. Claimant must provide documentary evidence of failure, as well as the failed components or representative samples of product(s) that are alleged to have failed and agree to inspection by **Versa** of the system in which the alleged defective product(s) was/(were) installed.
  - the products have not been altered or modified after leaving **Versa's** premises, have not been used in more than one installation, show no evidence of disassembly or tampering, are not and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair and the defect is not due, without limitation, to faulty installation, misalignment of products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking or fouling, acts of nature such as earthquakes, fire, flood or lightning or any other event of force majeure.
  - if the product is perishable, the product has been used or installed prior to the expiry date printed on the product.
  - the products have been used in applications or under conditions that are in accordance with the technical information or **Media** available from **Versa**.
3. With respect to the goods not of **Versa's** own manufacture, this warranty shall apply only to the extent that **Versa** is able to enforce a claim for liability against the manufacturer thereof.
4. **Versa** is not responsible for any damage to any products while being crated or transported by a third party provider or to damage caused by the installation other than by a qualified technician.

**Versa disclaims any liability or responsibility:**

- for labour, materials and/or other expenses required to replace the defective product or to repair any damage resulting from the use thereof
- for the purchaser's calculations, product drawings or engineering design specifications
- regarding the accuracy of any plans, drawings or specifications furnished to the purchaser as part of the sale of any of its products
- for loss or damage resulting from failure to abide by **Versa's** warnings, safety instructions or other precautionary guidelines.

Any claim of liability asserted against **Versa** whether in contract or in tort (including negligence) or otherwise with respect to or arising out of the sale, delivery, installation, repair or use of any products sold to purchaser shall not exceed the purchase price of the products determined to be defective. It is the responsibility of the purchaser to obtain and pay for emergency repairs.

**Versa's** liability in respect to the sale is strictly limited to the replacement of products and **Versa** shall not, in any event be liable for any damages whether for the loss of use or business interruption or any other claim for incidental, consequential, special or punitive damages. There is no warranty, condition or representation of any nature whatsoever, expressed or implied, by statute or otherwise, except as herein contained. **Versa** disclaims any implied warranties of merchantability and/or fitness of its products for a special purpose or other warranty of quality.

**Order Acceptance:** All orders given to, or accepted by our representatives are subject to credit approval and acceptance by **Versa**. Fulfillment of orders and agreements made by us are contingent upon strikes, fires, accidents, and other causes beyond our control. Minimum net invoice value is \$50.00 CDN.

**Pricing / FOB:** Pricing is subject to change without notice. **Versa** reserves the right to ship all orders on the basis of the price in effect at the time of shipment. Freight is FOB our warehouse.

**Special Order Items:** Orders for special parts are nonreturnable. Cancellation of an order may result in charges for tooling, engineering, materials and labour already performed. We reserve the right to ship 10% over or under the order quantity.

**Returns/Shortages:** A return authorization number must be issued by us before any returns will be accepted. Please contact our order desk for assistance in this regard. Claims for shortages will not be allowed unless made within 10 days of receipt of the merchandise.