

Verge America Ltd. Sales Policies

By placing an order with Verge America Ltd., you agree to the following sales policies:

ORDERING

1. CLIENT: Customer/Team/Club/Person/Entity/Business/Corporation, hereafter referred to as CLIENT, contacts Verge America Ltd. to begin the process with intent to purchase. CLIENT may setup new account or access current account at shop.vergesport.com.
2. CONTACT: Verge America Ltd. will assign an Outside Sales Specialist (OSS), Customer Service Specialist (CSS) and will or may contact or interact with CLIENT to discuss project by varied methods such as personal sales call, phone, Skype, Facetime, Twitter, Facebook, fax, and with preferred method of email.
3. ORDERS: Orders can be placed online at shop.vergesport.com, store.vergesport.com, Verge Order System (VOS), email, fax, XLS, PDF, spreadsheet or by other means by the CLIENT, their members, and/or OSS or CSS on behalf of the CLIENT.
4. ACCEPTANCE: All custom orders are accepted on a first come first serve basis.
5. PLACEMENT: Order placement is defined as CLIENT submitting any payment on order.
6. RESPONSIBILITY: CLIENT is responsible for confirming the correct pricing, features, options, products, quantities, sizes and artwork.
7. INDEMNITY: Verge America Ltd. takes no responsibility for CLIENT'S failure to order correct features, options, products, quantities, sizes and artwork.
8. PAYMENT ON VOS ORDERS: For bulk orders in VOS the CLIENT agrees to pay 50% deposit of final price for all custom orders prior to or upon submission to manufacture. Remaining FULL balance on order is required prior to being released for shipment to client.
9. PAYMENT TEAM STORE: CLIENT agrees to pay 100% of final price for all orders prior to or upon submission to manufacture.
10. TAX: All orders with a NEW YORK state shipping address, or any other state in which Verge America Ltd has NEXUS, may be subject to sales tax.
11. OUTSTANDING BALANCE: No new orders will be initiated or accepted if the CLIENT account is past due on any outstanding invoice. If a new order is requested, the CLIENT must settle their account prior to initiating any new order.
12. MINIMUM ORDER QUANTITY: Orders require a 5-piece minimum order quantity. This includes ANY changes to artwork from existing CLIENT.
13. REORDERS: Reorders require a 5-piece minimum order. Any changes in item previously ordered, category of garment, colors, text, logos, art, etc. are considered new orders and not reorders.
14. REORDER PRICING: Cost per item for reorders is based on current pricing levels and, in some cases, sponsorship or other special pricing.
15. REORDER SHIPPING: Shipping terms are based on reorder size and not original order costs.
16. INITIATED ORDER CLOSURE: All initiated orders that are not closed within 90 days may be subject to a \$300 cancellation fee for all services provided including, but not limited to: Artwork, Sizing Kit, and Sales interaction.
17. CANCELLATIONS: Order cancellations must be in writing and are effective upon Verge America Ltd.'s receipt and acknowledgment to CLIENT. Cancellations will only be accepted prior to order submission to manufacture.
18. FORFEITURE: Orders not completed within one year of initial start order date will be canceled and result in loss of any deposit or payments placed on the order.

19. ESTIMATE SHIP DATE: Estimate Ship date, from our production facilities, will depend on final order submission, artwork approval and deposit or full payment. Ship date may be postponed due to customs, shipping carriers, acts of war, supernatural, weather, or other unforeseen impacts beyond our control. CLIENT should contact Verge America Ltd. OSS or CSS for estimated ship date time after all steps of the order process have been finalized.
20. SHIPPING: Shipping terms vary and are calculated off distance, weight and method, but UPS is the preferred method of shipment for Verge America Ltd.
21. SHIPPING CHALLENGES: Challenges with shipping and delivery to include lost or damaged products or packages, will need to be handled directly with the shipping service. Verge America Ltd. assumes no responsibility for shipping or handling once orders depart our facilities. **ALL ORDERS ARE SHIPPED SIGNATURE REQUIRED.** This is for client safety and improved service of delivery. If desired, you may request for changes to your shipment using the [UPS My Choice](#) program.
22. DUTIES AND TARIFFS: Orders shipped outside the United States of America are subject to duty and/or tariff charges imposed by each country. Verge America Ltd. is NOT responsible for the payment of these charges.
23. MISSING OR BACKORDERED ITEMS: Verge America Ltd. will work with CLIENT to provide details on expected ship date of missing or backordered items. If, after 21 days the product does not arrive or is continued to be placed on back-ordered status, the CLIENT will have 2 choices: Receive a refund for the price paid per item effected. OR, the CLIENT may request to await ship date of the missing or back-ordered item, however, this may make up to 2-8 weeks for ship date per our normal production schedule.
24. RETURNS: Custom orders are NOT stock items, made customized specifically for you the end client, your team, organization or club therefore returns are not allowed once order is submitted to manufacture.
25. REFUNDS: If payment has been made and a cancellation is accepted by Verge America Ltd., a refund will be issued less any charges for art service time and/or cost of unreturned fit kit or samples.
26. RISK: The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Buyer once the goods have been shipped by Verge America Ltd.
27. ERROR: CLIENT understands the possibility of error and Verge America Ltd. is not responsible for replacement or refund.
28. CURRENCY: All transactions are in US Dollars.
29. SALES: All sales are final.
30. FORCE MAJEURE: Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, terrorism, embargo, failure of source of supply, or casualty
31. CONTRACT: These Sales Policies are to be considered a binding Contract and contain the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract, except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

WARRANTY, CHALLENGES AND REPAIRS

32. WARRANTY: Verge America Ltd. reserves the right to repair, replace, and grant credit or partial refund for the defective item at our discretion. An online [Warranty & Repair](#) form is available.
33. EXCLUSIONS: Warranty does not include IMPROPER FIT, product failures from accidents, crashes, normal wear, neglect of care, alteration of garments or products, improper care and washing to include, open zippers, mixed with items containing Velcro, use of harsh detergents or bleach, machine drying of any sort, failure to follow care label. Also not covered is pilling or abrasion of fabrics due to crashes,

backpacks, saddle bags, seat/saddle rails etc., fabric deterioration due to constant extreme weather, seam rupture (aka "blow out") due to improper fit, and flatlock stitching unwinding due to abrasion.

34. ORIGINAL OWNER: Proof of defective claim is required by original owner with photo or electronic documentation of purchase.

35. PERIOD: Verge America Ltd. garments or products come with a limited lifetime warranty against production defects for the original owner. Verge America Ltd. aims to produce quality garments. Due to normal wear and tear, our products will not last forever, nor do we guarantee they will. Athletic garments, especially custom apparel, are meant to be disposable.

36. PROCEDURE: Contact Verge America Ltd. and speak with OSS or CSS immediately to discuss WARRANTY, CHALLENGE OR REPAIR problems to include: problems with garments, known as potential PRODUCTION CHALLENGES, to include, manufacture, artwork, sewing, sublimation and or any other challenge or issues, etc. related to garments or products. An online [Warranty & Repair](#) form is available.

37. DOCUMENTATION: Provide details and photos on the matter and suggest solution and or remedy by repair, replacement, warranty, discount or refund which are reviewed at our discretion.

38. INSPECTION: All warranties, challenges and repairs are subject to Verge America Ltd. inspection and approval process. Verge America Ltd. will work with CLIENT, after reviewing all documentation, details notes, etc., to provide solution and/or remedy by repair, replacement, discount, full and or partial refund at our discretion.

39. USAGE: Do not wear or use any garment or product with potential PRODUCTION CHALLENGES. Wearing or using garments or products with potential PRODUCTION CHALLENGES will void any claims of warranty, repair, replacement, discount, refund or other solutions if the product has been used in any manner.

40. COMPENSATION SOLUTIONS: Verge America Ltd. may supply a refund or credit of MINIMUM of \$5 and MAXIMUM of \$15 per garment at our discretion for PRODUCTION CHALLENGES.

41. REPLACEMENT OF PRODUCTS: Verge America Ltd. may replace the products in question, for no charge, at our discretion. RETURN of all previous product is REQUIRED unless otherwise noted or items are purchased and negotiated rates.

42. REPAIRS: Verge America Ltd. can repair any item of its manufacture and costs will be determined on a case by case basis.

43. REPAIR ESTIMATE COSTS: Non-warranty repairs will be charged the following: Replacement of chamois: \$20, Stitch repair: \$15, Zipper replacement: \$15

44. REPAIR TIMING: Repairs can take between 3 and 6 weeks.

45. WARRANTY, CHALLENGES AND REPAIRS DELIVERY COSTS: Shipping costs to return warranty or repair items to Verge America Ltd. are the responsibility of the CLIENT in both directions.

46. CLEAN ITEMS RETURN POLICY: All items are to be returned in clean condition and marked with the CLIENT'S name. Items returned unwashed, dirty, etc. will void the warranty and returned to the CLIENT at their cost.

DISPUTES AND COLLECTIONS

47. PAYMENT DISPUTE: If the CLIENT initiates a payment dispute with their credit card provider, bank, credit union, or other third-party payer, Verge America Ltd. will place the order on hold and will not resume any action on production or fulfillment until the dispute has been cleared and funds returned to the appropriate account. No refunds, returns, changes will be offered or fulfilled until the dispute has been cleared. If the dispute involves a Team Store order(s), the entire order will be placed on hold until the credit dispute has been settled. Verge America Ltd. will not provide any refunds to other team members or sub-CLIENT'S seeking to cancel their order due to delay resulting from the dispute.

48. DISPUTE FEES: CLIENT is responsible for any fees resulting from a credit dispute, regardless of outcome.

49. SECURITY INTEREST: Verge America Ltd. reserves, and CLIENT grants Verge America Ltd., a first priority security interest in any merchandise provided by Verge America Ltd. to CLIENT in order to secure payments due Verge America Ltd.
50. INTEREST: Sums not paid Verge America Ltd. in a timely fashion shall bear interest at 20% per annum compounded monthly.
51. COLLECTION COSTS: CLIENT agrees to pay all Verge America Ltd.'s costs of collection, including attorneys' fees.
52. JURISDICTION: CLIENT agrees that the exclusive jurisdiction for the determination of any disputes shall be the District Court in and for the County of Orange, State of New York, USA, and CLIENT consents to the jurisdiction of said Court. Provided, however, that the foregoing shall not preclude Verge America Ltd.'s institution of proceedings against CLIENT to enforce its right in the courts of the state in which office or any other jurisdiction in which CLIENT maintains an office or assets.
53. RETURNED CHECKS: All returned checks subject to fee of \$50.00.

ARTWORK

54. VERGE SPORT LOGO REQUIREMENTS: The Verge Sport logo(s) will appear at least once per garment, generally in the form of sublimation to include: Flying V, Verge Word Mark and Verge Identity. Additional logo requirements are part of the Verge Style guide and can be explained by your OSS or CSS.
55. VERGE SPORT TRIM REQUIREMENTS: All garments are required to have Verge Sport Trim package which may include collar label, garment tag, zipper pulls, heat transfers, and hang tag.
56. ARTWORK SUBMISSION: CLIENT submits artwork to Verge America Ltd. for review, approval, design, layout, etc.
57. ARTWORK SERVICE: Each order includes up to (2) Hours of free artwork manipulation included in the process.
58. ARTWORK ALTERATION: CLIENT understands that we will take steps for production of provided artwork and changes, revisions or other alteration may be needed. CLIENT understands and acknowledges that any artwork requiring conversion may not be 100% identical to CLIENT-supplied/designed work and will not seek replacement, request refund, or any other form of financial or tangible restitution if dissatisfied with the final product.
59. FORMATS: We accept any format of file but prefer vector based artwork in PDF or Adobe Illustrator format. Submission of artwork in any form other than vector based artwork is subject to additional design charges upon review of Verge America Ltd.
60. ARTWORK APPROVALS: CLIENT is responsible for FINAL approval of spelling, grammar along with design on all artwork by acknowledging via Verge America Ltd. Artwork Approval Form all artwork proofs are approved as presented.
61. ARTWORK DELAYS: Delays in supplying, prolonged editing process or approving artwork will delay the final production schedule resulting in Verge America Ltd. not be able to meet estimated ship dates. Serious delays may cause project to be removed from the production schedule and CLIENT will be notified.
62. POST APPROVAL CHANGES: Once artwork approval is made NO CHANGES ARE ALLOWED.
63. ARTWORK COMPENSATION: No refunds, credits, or other consideration will be offered or given to CLIENT due to delays resulting from submission, editing or approval process that effects delivery of order.
64. EXCESS ARTWORK CHARGES: CLIENT agrees to pay for additional or excessive design charges at Verge America Ltd. at the rate of \$75 per hour, billable in 15 minute increments.
65. PERMISSIONS: CLIENT is responsible for receiving permission for use of all logos and/or copyrighted material incorporated into the design. By submitting the design, we assume you have already received permission and it releases Verge America Ltd. from all copyright, trademark or other infringements,

including but not limited to: Original artwork or images, Trade logos, Collegiate or Education-affiliated logos, Other commercial artwork or logos

66. REPRODUCTIONS: Verge America Ltd. reserves the right to use reproductions of CLIENTS' clothing and or artwork on our site, advertising, brochures and or any other method.

67. COLOR: Verge America Ltd. will work with CLIENT supplied artwork, with the caveat that color, saturation, and look of designed product may vary in non-CMYK process art is supplied.

68. COLOR CHART: If CLIENT does not use the Verge America Ltd. Stock Color Chart, we cannot guarantee the look of the final product will match the intended design concept.

FIT KITS AND SAMPLES

69. AVAILABILITY: Verge America Ltd. may provide Fit Kits and or Samples on request and at their discretion. An online [Samples & Sizing Kits](#) form is available.

70. SELECTION: Not all items are available in Fit Kits & Samples.

71. DAMAGE: If any or all articles in Fit Kits or Samples are not returned within designated period stated in correspondence, not returned in same condition as received, or damaged in any way, the CLIENT agrees to pay the FULL retail price for the items.

72. USAGE: Fit Kits are for sizing purposes only. Under no circumstances are any items in the Fit Kit or samples to be worn while riding, running, swimming, or other physical activity.

73. FIT KIT AND SAMPLES ORDERING: Fit kits can be ordered and charges apply for providing these kits. Contact your OSS or CSS for more details.

CONTACT

74. TIMING: CLIENT is allowed to use Fit Kit or Samples for up to (7) SEVEN calendar days.

75. CONTACT: Verge America Ltd. customer service using the information listed below during normal business hours, Monday through Friday (9-5PM, Eastern Standard/Daylight Time).

76. RESPONSE RATE: Emails are normally returned within 1 business day or less via VAsales@vergesport.com, Telephone calls should be made via 845-562-2500 and Voicemail is recorded and normally returned within 1 business day or less.

December 1st, 2017 - Verge America Ltd. America