

Terms and conditions

The submittal of an order, by the buyer, represents the buyer's agreement to and with all of the Sales Terms and Conditions. Versadial reserves the right under its product improvement policy to change construction and/or design detail (as made by the manufacturer) of the products reflected in this catalog and to furnish such products when so altered without reference to the specifications used herein. Furthermore, Versadial assumes no liability associated with the use of the products contained herein, nor is Versadial liable for any losses, damages, or costs of any kind arising from the use, suitability, or function of the products contained herein. Versadial is not responsible for typographical or printing errors. All orders are subject to approval and acceptance by Versadial. Acceptance of any order is not represented until the order is shipped. The right to refuse any order is reserved by Versadial.

Orders Versadial accepts orders through the telephone, E-mail, or fax. Orders will not be processed until payment is received. If payment is made by personal or business check, the order will not be processed until the check clears our bank. By placing an order, the buyer agrees that the products will only be used in a legal and lawful manner in accordance with all applicable federal, state, and local laws and regulations. Cancelled orders are subject to a 5% order cancellation fee. Versadial does not accept COD orders. International buyers are wholly responsible for any import licensing requirements, custom duties, and import restrictions. It is the international buyers' responsibility to ascertain destination country laws, regulations, and customs prior to ordering.

Payments Versadial must receive payment before shipping the product. Payments can be a money order, cashier's check, bank check, personal check, business check, wire transfer, American Express, Visa, or MasterCard. Payment for all international orders must be payable in US funds and collectible in a US bank. Do not send cash with your order as Versadial cannot be responsible for cash payments made through the mail.

Shipping Delivery for recording kits is 2-4 days within the U.S. and 5-10 days for international orders. Delivery for a complete system is 2-3 weeks within the U. S. and 3-4 weeks for international orders. Shipping and handling charges are calculated at the standard FedEx rate, plus insurance and handling. Versadial's shipping carriers are Federal Express, and DHL. Buyers may use their own account through the previously mentioned carriers. Versadial does not ship to P.O. Boxes. The method of shipment is left at the discretion of the seller, however most orders are shipped via DHL or FedEx. It is the buyer's responsibility to check all received orders for damage prior to acceptance from the carrier as any products damaged in transit are the responsibility of the carrier and a claim for damaged products should be filed with the carrier. Any delay in filing a claim with the carrier may result in a loss to the buyer. Our responsibility for ordered products ceases when the shipment leaves our facility. For international shipments, Versadial ships all products with the purchased price as the value of the shipment.

Sales tax All orders shipped within the state of California require the payment of a 7.75% sales tax as reflected on the order form. It is possible that in the future, Versadial will be required to collect sales tax for orders shipped to other states. If the collection of sales tax for states other than California becomes a requirement, it is the buyer's responsibility to pay the applicable sales tax. By placing an order the buyer agrees to pay all applicable sales tax.

Returns & exchanges Versadial products may only be returned for credit or refund no later than thirty (30) days from the date of the original Versadial invoice. All return(s) must be accompanied by an RMA number. The following is the Versadial RMA Policy: The customer must first obtain an RMA number. The RMA number must be clearly marked on the outside of each package returned. All returned merchandise must be packed in their original packaging including all original accessories and documents. The customer must prepay and insure all return shipment(s). Risk or loss due to improper labeling or delivery is solely the responsibility of the customer. Additionally, all merchandise to be returned under this privilege must be processed according to the instructions as described in the Versadial RMA Policy. All returns must comply with the instructions in the Versadial RMA Policy. All manufacturer's warranty cards, where applicable, and manuals must be left blank and returned with the system. Customers should leave the warranty cards, where applicable, blank, until after thirty (30) days. All non-defective products returned under conditions as described in the above paragraphs shall be subject to 5% restocking and handling charge. After thirty (30) days from the date of the original invoice, the merchandise may only be replaced or repaired, if defective and under warranty. No return privilege, either credit or refund, shall be given to such merchandise. All expendable items, shipping costs, credit card and bank processing fee are non-refundable.

Warranties Versadial, warrants its voice logging computer system(s), ("System"), to the original buyer, ("Customer"), against defects in material and workmanship for a period of one (1) year from the date of the original Versadial invoice under normal use and service. A 2nd and 3rd year of coverage can be purchased from Versadial. A Versadial system ("System") is defined as a computer system manufactured by Versadial, which consists of a motherboard, main memory, case, power supply, disk controller(s), video adapter, multi-channel voice board(s), port(s), floppy drive(s), hard drive(s), CD-R/CD-RW, or DVD-RAM drives. This warranty only covers the Versadial system, as it received. This warranty does not cover damages resulting from alterations, assemble, negligence, accidents, misuse, abuse, improper power source, improper operating environment, or repairs and services rendered by anyone other than a service representative authorized by Versadial, or perils such as war, fire, theft, water, or vandalism. This warranty is valid only for original buyers and applies only to merchandise which was purchased new and in the original packaging.

Warranty services All warranty services must only be performed by Versadial in Irvine, California and its authorized technicians. Versadial shall not be responsible and will not honor any warranty claims resulting from any other services rendered to Versadial systems. At the sole discretion of Versadial, the system or its components may be repaired or replaced. Customers sole and exclusive remedy for claims under this warranty is through this warranty service.

Laws & regulations It is the responsibility of the buyer to determine the legality and conform to all federal, state, and local laws and regulations regarding the purchase, possession, and/or use of the Versadial products. By placing an order with Versadial, the buyer agreed that the products will only be used in a legal and lawful manner in accordance with all applicable federal, state, and local laws and regulations. Any liability and/or damage resulting from the misuse and/or unlawful use of Versadial's products is that of the buyer, not Versadial. Furthermore, by submitting an order to Versadial, the customer does unconditionally stipulate that the venue for any legal action on behalf of Versadial will be located in Orange County, in the State of California.

Disclaimer All other express and implied warranties for the Versadial System, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed, some states do not allow the exclusion of implied warranties or limitations on how long and implied warranty lasts, so the above limitations may not apply to you. If this system is not in good working order as warranted above, your sole and exclusive remedy shall be repair or replacement as provided above. In no event will Versadial be liable to a customer or any third party for any damages in excess of the purchase price of the merchandise. This limitation applies to damages of any kind including any direct or indirect damages, lost profits, lost savings or other special incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise arising out of the use of or inability to use such system, even if Versadial or an authorized Versadial representative or dealer has been advised of the possibility of such damages or of any claim by any other party. Some states do not allow the exclusion or limitation of incidental or consequential damages for some products, so the above limitations or exclusions may not apply to you.