

FluoroFusion Specialty Chemicals, Inc. Terms of Sale

1. **Agreement Overview.** These Terms of Sale govern all sales of goods or services by FluoroFusion Specialty Chemicals, Inc. ("FluoroFusion"). Each Invoice issued for the sale of goods or services between FluoroFusion and the purchasing party ("Customer") constitutes a binding contract ("Contract") and shall incorporate these Terms of Sale. Additionally, if an account application has been completed, these Terms shall be appended to it. In this Agreement, "Goods" refers to any items of tangible personal property described in any Contract or otherwise provided by FluoroFusion to Customer. By proceeding with the purchase of Goods or services from FluoroFusion, Buyer acknowledges and agrees to abide by the terms and conditions set forth in this Contract. These Terms of Sale, along with any specific provisions detailed in the Agreement, collectively constitute the entire understanding between FluoroFusion and Buyer regarding the sale of Goods or services.
2. **Delivery.** The Goods will be delivered within a reasonable time after the receipt of Customer's purchase order. FluoroFusion shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, FluoroFusion shall deliver the Goods using FluoroFusion's standard methods for packaging and shipping such Goods. FluoroFusion will prepay and allow FOB DESTINATION on orders greater than or equal to Ten Thousand Dollars \$10,000 or eighty (80) cylinders. For orders less than Ten Thousand Dollars \$10,000 and less than eighty (80) cylinders, FluoroFusion will either (i) ship the Goods COLLECT, FOB ORIGIN, using Customer's carrier of choice, or (ii) ship the Goods prepaid and add FOB DESTINATION, resulting in freight charges added to Customer's invoice. FluoroFusion may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or in partial fulfillment of Customer's purchase order. Any liability of FluoroFusion for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
3. **Inspection of Goods.** Customer shall inspect the Goods upon receipt. Customer will be deemed to have accepted the Goods unless it notifies FluoroFusion in writing within ten (10) days from delivery of any Nonconforming Goods and furnishes such written evidence or other documentation as reasonably required by FluoroFusion. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Customer timely notifies FluoroFusion of any Nonconforming Goods, FluoroFusion shall, in its sole discretion, (a) replace such Nonconforming Goods with conforming Goods, or (b) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to FluoroFusion. If FluoroFusion exercises its option to replace Nonconforming Goods, FluoroFusion shall, after receiving Customer's shipment of Nonconforming Goods, ship the replaced Goods to Customer.
4. **Price.** The price of the Goods is the price stated in the Invoice (the "**Price**").
5. **Taxes.** Any taxes imposed by federal, state, or other governmental authority on the sale, use or possession of Goods, or the sale or performance of services by FluoroFusion, shall be paid by Customer in addition to the purchase Price.
6. **Payment Terms.** Payment terms appear in the Invoice. All payments shall be in U.S. dollars unless otherwise indicated by FluoroFusion. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under this Invoice or at law (which FluoroFusion does not waive by the exercise of any rights hereunder), FluoroFusion shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.
7. **Refrigerant Cylinder Deposits.** Refillable refrigerant cylinders supplied by FluoroFusion remain the property of FluoroFusion. These cylinders are intended solely for the storage of gas products purchased from the FluoroFusion or for the return and reclamation of specific gases, such as refrigerants. As part of our Cylinder Deposit Program, each refillable cylinder is subject to a cylinder deposit fee. Unless otherwise specified in a separate contract, the FluoroFusion will refund the deposit fee to the Customer under the following conditions:
 - 100% Refund: If the refrigerant cylinder is returned within 18 months of the sale.
 - 75% Refund: If the refrigerant cylinder is returned within 24 months of the sale.
 - 50% Refund: If the refrigerant cylinder is returned within 30 months of the sale.
 - 0% Refund: If the refrigerant cylinder is returned after 30 months of the sale.No refund will be issued if the cylinder's condition is determined to be unfit for reuse by the FluoroFusion. The FluoroFusion's determination in this regard shall be final and irrefutable, and it will be made within sixty days after the cylinder's return.
8. **Buying Group Program.** If FluoroFusion and Customer have entered into any formal written commitments under a Buying Group Program, and any terms of this Invoice are in conflict with such, the terms of the Buying Group Program will control.
9. **Termination.** In addition to any remedies that may be provided under the terms of this Invoice, FluoroFusion may terminate this Invoice with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under any Invoice; (ii) has not otherwise performed or complied with any of the terms under this Invoice, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

10. **Warranty; Limitation of Liability.** The Goods are sold AS IS. Any claims relating to product liability and warranty repairs should be directed to the manufacturer of the Goods. **CUSTOMER EXPRESSLY AGREES THAT THIS REMEDY CONTAINED IN THE FOREGOING IS THE SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, WHICH ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL FLUOROFUSION BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OR USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FLUOROFUSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL FLUOROFUSION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS INVOICE EXCEED THE TOTAL OF THE AMOUNTS PAID TO FLUOROFUSION FOR THE GOODS SOLD HEREUNDER.**
11. **Warranty Claims.** FluoroFusion guarantees its Goods to be free of defective material and workmanship which would affect the life and use of FluoroFusion Goods. This warranty will not cover items that have been misapplied, altered, abused or improperly maintained. To establish a reasonable warranty period against any product that fails to be superior, FluoroFusion will warranty defects for a period of one year from the date of sale or two years from the date of manufacturing. Warranty claims can be submitted online at <https://fluorofusion.com/cylinder-warranty-claim-process>. Customer agrees to retain defective cylinder for a period of 60 days following submission of your warranty credit request. Defects may require visual inspection or to be shipped back to a FluoroFusion facility for final approval. The procedure for disposal of empty cylinders can be found in *AHRI's 2016 Guideline for Proper Content Recovery & Recycling of Refrigerant Cylinders*. Cylinders that contain any amount of residual refrigerant may be submitted to your reclaim partner after your warranty claim has been processed and the Hold Period has expired.
12. **Compliance with Law.** Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Invoice.
13. **Updates and Amendments.** FluoroFusion reserves the right to modify or amend these Terms of Sale at any time without prior notice. Buyers are encouraged to review the latest version of these Terms on the FluoroFusion website or by contacting FluoroFusion directly.
14. **Force Majeure.** FluoroFusion shall not be liable for any failure to perform hereunder resulting from any cause beyond its reasonable control, including but not limited to, an act of God; accident; war; fire; lockout; strike or labor dispute; riot or civil commotion; act of the public enemy; enactment; rule; order or act of civil or military authority; or acts or omissions of any party, including FluoroFusion's vendors.
15. **Governing Law.** All matters arising out of or relating to this Invoice shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any conflict of laws provisions. Customer agrees that jurisdiction and venue shall be exclusively in the federal and state courts situated in North Carolina. In connection with any legal action or proceeding arising out of or related to this Invoice, Customer hereby expressly and irrevocably waives any right to a trial by jury. Customer acknowledges that this waiver is knowing and voluntary.
16. **Title to All Environmental Attributes.** FluoroFusion retains title to all environmental attributes of Goods sold by FluoroFusion including, but not limited to, carbon credits, carbon offsets, and U.S. EPA consumption allowances.
17. **Contact Information.** For any inquiries or correspondence related to this Agreement or purchases from FluoroFusion, please contact us at the following address, email, or phone number:
FluoroFusion Specialty Chemicals, Inc.
3950 Powhatan Road
Clayton, NC 27527
Email: info@fluorofusion.com
Phone: 919-800-0277
18. **Severability.** In the event that any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

By proceeding with a purchase from FluoroFusion, Buyer confirms their understanding of and agreement to the terms and conditions outlined in this Agreement.