

## TERMS AND CONDITIONS OF SALE

**EFFECTIVE AS OF Jan 1, 2021**

The following Terms and Conditions of Sale (“Terms”) apply to and govern your purchase of products and related services from Fluorotek USA, Inc. or any of its subsidiaries, divisions, and affiliates (“Fluorotek”). The most recent version of these Terms shall be posted for your review at <https://www.fluorotek.com/> (the “Site”).

These Terms affect your legal rights, responsibilities, and obligations, govern your purchase, are legally binding, limit Fluorotek’s liability to you, require you to indemnify Fluorotek, and to settle certain disputes through arbitration. Your decision to make any transaction, order or purchase affirms your agreement to these Terms. If you do not wish to be bound by these Terms or any future modifications or amendments to these Terms, do not make any transaction, order or purchase.

These Terms are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms conflict with the English language version, the English language version of these Terms shall control.

1. **Agreement and Acknowledgement.** Fluorotek offers its goods and services to you conditioned upon your acceptance of all terms, conditions, policies and notices stated herein or incorporated by reference. Please read these Terms carefully before making any transaction, order or purchase. By making any transaction, order or purchase, you acknowledge and accept without limitation or qualification, that you have read and understood these Terms and you agree to be bound by them. Fluorotek reserves the right to change these Terms at any time and at its sole discretion. Any changes to the Terms will be effective immediately upon posting and you agree to the new posted Terms by making any transaction, order, or purchase. It is your responsibility to check periodically for any changes we may make to these Terms.

2. **Purchase Orders:** When placing an order, you are effectively offering to purchase the type and quantity of services, goods, or products you have selected. Fluorotek reserves the right to accept or reject any order at its discretion. Should Fluorotek accept your offer, you will receive a confirming email at the email address that you provided. Notwithstanding the foregoing, Fluorotek reserves the right to cancel any order once accepted at any time at its sole discretion. You may also cancel your order (in its entirety only) at any time prior to Fluorotek having sent you the confirming email referenced herein. If there is any conflict between these Terms and the purchase order, the purchase order shall control unless specified otherwise herein.

3. **Payment Terms:** All applicable prices are set forth in the pricing schedule in effect at the time of your order or as otherwise agreed to in writing by Fluorotek. They may differ from the prices offered elsewhere (online or offline) by us for the same goods or services. Such prices are subject to change at any time by Fluorotek at its sole discretion. You will be responsible for the prices stated at the time of your transaction, as well as any other down payments, deposits, fees or charges as provided on your purchase order. Payment may only be made in accordance with the terms of the purchase order.

4. **Shipping Information:** If requested upon ordering, Fluorotek will ship your accepted order to you at the address you provided when making the order. You will be responsible for all associated shipping and handling charges. Fluorotek will use reasonable efforts to meet the shipping and delivery dates provided online but makes no guarantees as to the exact date of delivery and shall not be responsible for any delays in shipments.

5. **Returns:** If you are not satisfied with your order, you may return it for a full refund; provided: (i) the items(s) were not designated as non-returnable; (ii) your return is made within thirty (30) days of delivery; and (iii) the merchandise is returned in the same condition as originally received by you. Once the returned goods are received by Fluorotek, your purchase price will be refunded, less the original shipping & handling charges, to the same payment method used to make the applicable purchase. All returns must be made pursuant to the applicable purchase order. There will be no returns on custom orders.

6. **Buyer's Representations and Warranties.** You represent and warrant: (i) that you have the right to enter any transaction contemplated by these Terms without violating the Terms, any applicable law, rule, or regulation, or any agreement with, or rights of, any third party; (ii) that you will use the goods and services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are buying goods or services solely your own use, and not for resale or export unless otherwise expressly provided for in writing by Fluorotek.

7. **Warranties.** If any of Fluorotek's products are proved to its satisfaction to have been defective at the time of sale, Fluorotek will make an appropriate adjustment in the original sales price of such product at its discretion or, at Fluorotek's election, replace the defective product. Beyond this, Fluorotek makes no warranties with respect to and service, good, or product, and such service, good, or product is provided "AS IS." FLUOROTEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, SPECIFICALLY, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT. Fluorotek does not warrant that the service, good, or product will meet customer requirements or that the use of the service, good, or product will be uninterrupted or error-free.

8. **Indemnification.** Except to the extent prohibited under applicable law, you agree to indemnify, defend, and hold harmless Fluorotek and its officers, directors, employees, and agents from and against any and all claims, losses, liability, damages, costs, or expenses, including reasonable attorneys' fees and costs, that may arise from or in connection with (a) your use of any service, good or product or (b) violation of these Terms by you. If you fail to promptly indemnify and defend a covered claim, Fluorotek shall have the right to defend itself, and in such case, you shall promptly reimburse Fluorotek for all of its associated costs and expenses.

9. **Limitation of Liability.** IN NO EVENT SHALL FLUOROTEK BE LIABLE TO YOU UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME,

SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

10. **Arbitration.** Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11. **Class Action Waiver.** You and Fluorotek agree that each party may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine any dispute, claim or controversy of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding in any court of competent jurisdiction in Florida, and not in arbitration.

12. **Additional Terms.**

- a. These Terms, along with the applicable purchase order and order confirmation, comprise the complete and entire agreement between the parties with respect to any transaction, order or purchase. These Terms supersede all prior and contemporaneous oral and written agreements and discussions. Any purchases from Fluorotek are made on a non-exclusive basis, and these Terms supersede and wholly replace any prior agreements providing for any exclusivity arrangements.
- b. No waiver of any term or right in these Terms shall be effective unless in writing, signed by Fluorotek. Any failure by Fluorotek to enforce these Terms shall not be construed as a waiver or modification, or impairment of its right to enforce the Terms thereafter.
- c. These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms
- d. Fluorotek may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent from Fluorotek in each instance, and any attempt to do so shall be null and void.
- e. In the event that any part or portion of these Terms is deemed to be invalid, illegal, or

unenforceable, the remaining provisions shall continue in full force and effect.

- f. Fluorotek shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation: pandemic, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.
- g. These Terms shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.