

The Fluorosome Company Terms and Prices

TERMS AND PRICES

Terms are net 30 days. The Customer will pay all shipping charges which are subject to change without notice. Freight charges are prepaid by The Fluorosome Company and added to the invoice unless otherwise specified by the customer.

SHIPPING

The Fluorosome Company typically uses FedEx or UPS for express shipments. If you have an account with a carrier and would like us to ship collect, please provide your account number for that carrier when you place your order.

ORDERS and RETURNS

Existing customers may order by email, from the website, FAX or phone. Please have your purchase order number ready. First time buyers please call for setup of your initial order. Return shipments will NOT be accepted unless prior permission and complete shipping instructions have been given by The Fluorosome Company. The Fluorosome Company's sole obligation and the purchaser's exclusive remedy with respect to products proved to The Fluorosome Company's satisfaction to be defective or nonconforming, shall be the return of such products to The Fluorosome Company and refund of the purchase price actually paid.

WARRANTY DISCLAIMER

No warranties by seller (other than warranty of title as provided in the uniform commercial code) shall be implied or otherwise created under the uniform commercial code, including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

LIMITATION ON CONSEQUENTIAL DAMAGES

The Fluorosome Company shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty or tort (including negligence and strict liability) with respect to goods sold or technical services rendered by The Fluorosome Company. The Fluorosome Company disclaims any liability for property or personal injury damages, penalties, special or punitive damages, lost profits or revenues, loss of use of product or any associated equipment, cost of capital, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claims of the purchaser's customers or any third party for any such damages.

TECHNICAL DATA AND CONDITIONS OF SALE

Purchaser agrees that they have the responsibility to fully determine the accuracy and completeness of any technical data concerning any product or use. The Fluorosome Company accepts Purchaser's orders solely upon the terms and conditions stated herein, unless buyer stipulates any other different or additional terms or conditions. Acceptance of orders is conditional on Purchaser's acceptance of these terms and conditions.