

## **PLEXI-CHEMIE TERMS AND CONDITIONS**

**DELIVERIES/TITLE TRANSFER** – FOB Jacksonville, FL. Plexi-Chemie will pre-pay freight charges and shall add this amount to the invoice, unless otherwise requested from customer. Plexi-Chemie shall not be liable for shipping damages from freight company. Delivery dates are estimated and not guaranteed, unless guaranteed freight shipment is scheduled.

**PAYMENT** – Payment by Customer to Plexi-Chemie shall be due within net 30 (30 calendar days) if a credit application is submitted and approved. Overdue payments shall bear interest at a rate of 1.5% per month. Plexi-Chemie shall have the right to remove Customer from a credit account at any time due to issues with receiving payments in a timely manner. Customer agrees to pay all collection costs, and legal fees incurred to collect delinquent balances, which shall include all legal fees and costs incurred for litigation, arbitration and/or any appeals if necessary.

**PRICE MODIFICATIONS** – Plexi-Chemie shall have the right to modify its prices at any time. This shall not apply to any pending purchases where payment has been made in full or is not yet due to be made pursuant to the terms of the order.

**WARRANTY** – Products purchased are covered for one (1) year from purchase date. Plexi-Chemie is not responsible for and shall not be liable for: moisture in the slab, cracks in the substrate, a poorly laid concrete slab, waterproofing, loss of gloss due to fading and cleaning, discoloration due to UV exposure, sloping, surfaces other than 2500 psi concrete. Products must be installed by a professional applicator who has experience installing epoxy products and systems. Plexi-Chemie shall not be obligated to provide any warranty until such time as Plexi-Chemie has been paid in full for all products purchased. The failure of Customer to pay for the product shall not extend or toll any warranty period, which would otherwise be in effect if payment in full had been made.

**RETURNS** – Plexi-Chemie will accept returns only after they are approved by Plexi-Chemie. All returns will have a 30% restock fee. Customer is responsible for paying freight for any return. Plexi-Chemie will not issue a refund or credit until material is received back at the Plexi-Chemie warehouse and is inspected. Returns may only be issued to unopened materials. Opened or partially used material cannot be returned. Either a refund check will be mailed to recipient or a credit on account for the next order will be issued. Customer may only return material within thirty (30) days of receiving material. Tools, custom colored epoxies, and aggregates cannot be returned.

**SALES TAX** – Sales tax will be collected on all orders shipping within the state of Florida to customers without a valid sales tax exemption certificate. Sales tax will not be collected on orders outside of the state of the state of Florida.

**LIABILITY** – PLEXI-CHEMIE SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, AND IN NO EVENT SHALL PLEXI-CHEMIE BE LIABLE FOR DAMAGES EXCEEDING THE INVOICED PRICE.

**FULL INTEGRATION** – This represents the entire agreement between the parties. Customer agrees and acknowledges that no representations or warranties of any kind have been made by Plexi-Chemie or its employees other than those expressly stated herein. The parties' agreement herein for the purchase of the product(s) supersedes all prior or contemporaneous agreements regarding the subject matter hereof and all such agreements are deemed to have been waived or incorporated into the terms herein and are no longer of any force or effect. All modifications to the order shall be in writing (letter, email or facsimile).

**SEVERABILITY** – Each provision of these Terms and Conditions is intended to be severable. If any terms or provisions hereof are found by a Court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the balance of the remaining terms and provisions hereof.

**JURISDICTION** – All disputes shall be governed by the laws of Florida and shall be heard exclusively in Jacksonville, Duval County, Florida. By purchasing the product(s) herein, the Customer accepts all of Plexi-Chemie's terms within these Terms and Conditions.