

SALES TERMS AND CONDITIONS

Enolgas USA, Inc., herein referred to as “the Company”, operates as a master distributor of brass valves within the wholesale market, providing top-quality products and services from its warehouses in Orlando, Florida, and Nashville, Tennessee, to clients across the USA, Canada, and Latin America. Governed by Florida law, the Company commits to excellence in all its operations.

SCOPE AND APPLICATION:

These Sales Terms and Conditions (“Terms”) govern all sales made by the Company to the buyer (“Buyer”), unless expressly modified or excluded by written agreement signed by an authorized representative of the Company. Acceptance of these Terms is a prerequisite for any purchase. Submission of an order by the Buyer constitutes acceptance of these Terms.

ORDER ACCEPTANCE AND CANCELLATION:

Order Acceptance: All orders are subject to acceptance by the Company. The Company reserves the right to refuse any order based on inventory availability, credit concerns, or any other business reason. An order is considered accepted only upon issuance of a written confirmation by the Company or shipment of products.

Order Modification or Cancellation: Orders accepted by the Company may not be modified or canceled by the Buyer without written consent from the Company. Cancellation or modification requests may be subject to cancellation fees, restocking charges, or adjustments based on the status of the order.

PRICING, INVOICING, AND PAYMENT TERMS:

Pricing:

Prices are subject to change without prior notice and will be established at the time of order acceptance. Prices quoted are exclusive of taxes, shipping, and handling fees unless otherwise stated.

Invoicing:

The Company will issue an invoice upon shipment of the products. The invoice will detail product prices, any applicable discounts, taxes, and shipping charges.

Terms of Payment:

The conditions for settling invoices are advantageous, offering a 2% discount for payments made within 30 days from the date of invoice issuance, with the total balance due by the 45th day (Net 45). This discount is applicable solely to the cost of products before the addition of any shipping fees. All payments should be transacted in U.S. dollars. Should payment not be received by the designated due date, it will be considered overdue.

Handling Overdue Payments:

Should the Buyer not fulfill the payment obligations within the stipulated timeframe, a monthly finance charge of 1.5%, or the highest rate allowable by law (if lower), will be applied to the overdue amount. In situations of delayed payment, the Company retains the authority to halt the delivery of products and pause any ongoing or future services under the current contracts with the Buyer, until the outstanding balance is cleared.

MINIMUM ORDER AND FREIGHT:

No Minimum Purchase Requirement:

At the Company, we welcome orders of any magnitude, affirming our commitment to cater to the diverse needs of our clientele without enforcing a minimum purchase criterion.

Shipping and Handling Policies:

Domestic Orders: For any domestic order amassing a net value of \$3,000.00 or more, the Company is pleased to cover the freight expenses, ensuring a cost-effective solution for our valued customers. This policy is aimed at supporting and incentivizing bulk purchases within the United States, excluding specific territories such as Canada and regions beyond the U.S. borders.

International and Canadian Orders: When it comes to orders destined for Canada or international locations or domestic orders not meeting the \$5,000.00 net threshold, the responsibility for freight charges shifts to the buyer. These charges will be calculated and itemized on the final invoice to ensure transparency.

Delivery Terms: Our standard delivery term is F.O.B. (Free On Board) shipping point, meaning that the ownership and risk of loss transition from the Company to the buyer the moment our products are handed over to the transportation carrier. This policy underlines the transfer of responsibility and ensures clarity in the management of shipments.

COMPLIANCE WITH PROPOSITION 65:

In adherence to the health and safety standards set forth by the State of California, the Company rigorously observes the mandates of Proposition 65. This initiative is designed to safeguard consumers by informing them of exposures to chemicals known to the state to cause cancer, birth defects, or other reproductive harm. For comprehensive details about these substances and the relevant safety precautions, we encourage our customers to visit www.P65Warnings.ca.gov. Our commitment to Proposition 65 underscores our dedication to the well-being of our clients and the environment, ensuring that all products destined for California are labeled in accordance with these regulatory guidelines.

ACCURACY OF PRODUCT DETAILS AND STOCK AVAILABILITY:

The Company is dedicated to ensuring that all product descriptions, specifications, and availability information are accurate and up-to-date. However, there might be instances where inaccuracies arise. In such cases, the Company holds the discretion to update or rectify any information without assuming any responsibility for these discrepancies. We commit to proactive communication with our customers should any changes affect their purchase decisions.

POLICY ON RETURNS AND PRODUCT CLAIMS:

Procedure for Returning Products: Customers have the opportunity to return products within a 30-day period following delivery, provided that the items are in their original packaging and have not been used. A restocking fee may apply to facilitate the return process. It is important to note that custom-made or special-order products are final sales and, as such, are not eligible for return.

Reporting Damages or Shortages: In the unfortunate event that products arrive damaged or are missing from the shipment, it is imperative that customers notify the Company within a five-business-day window from the delivery date. Prompt reporting is crucial to enable us to address and rectify the issue efficiently.

LIMITATION OF LIABILITY:

In relation to any disputes, grievances, or claims that may emerge from or in connection with this agreement, including but not limited to the products provided, the Company's financial responsibility shall be strictly confined to the cost of the products or services that are the subject of the claim. At no point will the Company bear liability for any ancillary, consequential, indirect, or punitive damages. This policy underscores our commitment to fairness and transparency, ensuring that our accountability aligns with the direct value of the goods or services involved, without extending to potential indirect losses or damages.

The company provides the original manufacturer's warranty regarding the product. There are no additional implied warranties of merchantability. Also, there is no implied warranty of fitness for specific usage. This limited warranty is solely for the original purchasers and cannot be transferred or assigned.

GOVERNING LAW AND DISPUTE RESOLUTION:

These Terms shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.

Any disputes arising out of these Terms shall be resolved first through good-faith negotiations. If unresolved, disputes shall be submitted to arbitration in Florida, pursuant to the rules of the American Arbitration Association.

AMENDMENTS AND MODIFICATIONS:

The Company reserves the right to amend or modify these Terms at any time. Such amendments will be effective immediately upon notification to the Buyer, which may be done through any reasonable means, including posting on the Company's website.

ENTIRE AGREEMENT:

These Terms constitute the entire agreement between the Company and the Buyer regarding the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral.

CONTACT INFORMATION:

Should you require additional details or wish to seek clarifications about these Terms, we warmly invite you to get in touch with us. Our team is ready to assist with any inquiries or support you may need. Please feel free to contact Enolgas USA, Inc. at:

Orlando, Florida Office:

Address: 1271 La Quinta Drive, Suite 7

Phone: 1+ 754-205-7903

Email: sales@enolgasusa.com

Our dedicated customer service team is available during business hours to provide you with the information and support you require.