

TERMS AND CONDITIONS:

These terms and conditions (these "Terms") shall apply to your ordering and purchase of products and related services by completing and emailing the Order Form, attached as Exhibit A to the Distributor Agreement between you and FujiClean USA, LLC (the "Company"), and emailing the Order Form to the Company at orders@fujicleanusa.com ("Orders"). These Terms are subject to change at any time without prior written notice by the Company. The most recent version of these Terms shall be posted for your review at any time on our website. Please review these Terms in their entirety prior to placing any Orders. Your continued use of the Order Form or placing orders directly by email after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.

1. Orders. When placing Orders you are offering to purchase whatever products and services you select on the Order Form or email to us based on the Order Form. We reserve the right to accept or reject any order at our own discretion. Should we elect to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding the foregoing, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion. Additionally, you have the option of cancelling your order prior to the Company's acceptance of your offer evidenced by the confirming email.

2. Payment Terms. All applicable prices for the goods and services offered by the Company are set forth in the Order Form. They may differ from the prices offered elsewhere (online or offline) by the Company for the same goods and/or services. Such prices are subject to change at any time by us in our sole discretion. Additionally, to the extent that we offer a promotion in connection with any particular item, the terms of such offer shall be set forth in a separate document that shall govern its applicability. You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card. By using any such card or payment provider, you are hereby representing and warranting that you have the full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

3. Accepted Credit Cards. We accept the following credit cards: Visa, MasterCard, Discover and American Express. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be authorized for the total amount at the time of placing your order, but final charge maybe split at time of shipping if your order is shipped in multiple shipments.

4. Shipping Information. It is our responsibility to ship your accepted order to you at the address you provide when making the order. You will be responsible for all associated shipping & handling charges unless otherwise stated in the Distributor Agreement between you and the

Company. While we agree to use reasonable efforts to meet the shipping and delivery dates provided online, the Company shall not be responsible for any delays in shipments.

5. Typographical Errors. In the event a product is listed at an incorrect price due to typographical error or error in pricing information, Company shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. The Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit card account in the amount of the incorrect price.

6. Returns. Returns will be handled on an individual basis as needed. Every attempt will be made by the Company to fulfill return requests in a reasonable time period. Once the goods are received by us, we will refund your purchase price, less the original shipping & handling charges and any applicable re-stocking fee, in the form of store credit or a credit to your original payment method. You bear the risk of loss or damage during shipment and as such, you are advised to obtain appropriate insurance.

7. Copyright and Trademark Notice. Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of FujiClean USA, LLC. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

8. Representations & Warranties; Disclaimers; Limitations on Liability

- a. Your/Distributor's Representations and Warranties. You, as a licensed Distributor of Company goods and products, represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated in the Distributor Agreement without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the goods and services 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 from Company for solely as permitted by the Distributor Agreement.
- b. Warranty and Company's Disclaimers. **Please refer to the Warranty made by the Company set forth in the Distributor Agreement between you and the Company and the Fuji Clean USA, LLC Limited Warranty.**

9. Liability Cap. **UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID ON THE ORDER FORM FOR ANY GOODS OR**

SERVICES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.

10. Third-Party Beneficiaries. These Terms are for your sole benefit and nothing contained 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.

11. Force Majeure. Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

12. Assignment. Company 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 in each instance, and any attempt to do so shall be null and void.

13. Partial Invalidity. 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.

14. Governing Law/Binding Arbitration.

(a) Governing Law. These Terms shall be governed by the laws of the State of Maine without regard to its conflict of laws principles.

(b) **BINDING ARBITRATION**. Subject to all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising from a purchase or dealing with Company which cannot be resolved amicably shall be resolved and settled by arbitration administered by the American Arbitration Association in accordance with its arbitration rules. The arbitration shall take place in Maine, or such other place as stated by Company in its sole discretion.

BY AGREEING TO ARBITRATION, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO BRING A COURT ACTION OR ADMINISTRATIVE PROCEEDING AND ARE WAIVING YOUR RIGHT TO A JURY. YOU AGREE THAT ARBITRATION IS YOUR SOLE RECOURSE FOR SETTLING DISPUTES THAT ARISE OUT OF OR ARE RELATED TO AN ORDER OR DEALING WITH COMPANY OR IN CONNECTION WITH THESE TERMS. If any provision of this clause is found unenforceable by a court of competent jurisdiction, such unenforceable provision will be removed and the remaining terms will be enforced.

15. No Waivers. The Company's failure to enforce any of its rights hereunder will not constitute a waiver of its right to make such enforcement in the future, subject to applicable law.

16. Notices. The Company may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the following means: (i) personal delivery, (ii) overnight courier, or (iii) registered or certified mail to: **Attn: FujiClean USA, LLC 41-2 Greenwood Road, Brunswick, Maine 04011.**

17. Entire Agreement. These Terms, along with the confirmation email referenced in Sections 1 and 2 above, the Distributor Agreement between the Company and you, any instructions that we provide you with relating to any product or service you obtain from us using the Order Form, any terms and conditions that may be provided in connection with any promotion or other sale, shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.