

## Terms and Conditions of Sale

Customers purchasing from Spray Foam Outlets, llc ("SFO") hereby agree to the following Terms and Conditions of Sales as follows:

1. All purchases from SFO and the SFO Affiliates will be subject to all the terms and conditions set forth below as well as the terms hereof and to the Terms and Conditions of Sale set forth on each invoice.
2. Any invoice balance that is 60 days overdue shall incur a 10% late fee charge and any discounts offered will be forfeited. Any invoice balance remaining unpaid after 90 days shall incur a 1% late fee charge monthly, until the unpaid balance is paid in full.
3. Customer will be responsible for paying all the costs of collection and enforcement of any invoice which remains past due following a 10-day grace period that are incurred by SFO and/or the SFO Affiliates, including but not limited to attorneys' fees, costs of suit, litigation expenses and the costs and expenses of any outside collection agencies or services.
4. The Customer further agrees that any invoice which is more than 60 days past due may result in negative credit information regarding the Customer's default and the debt owed being reported to various public and private credit agencies. The Customer hereby irrevocably authorizes SFO and/or the SFO Affiliates to report such negative credit information to any credit agencies.
5. Customer hereby authorizes SFO and/or the SFO Affiliates to charge the Customer's credit card on file for any invoice which is more than 60 days past due. Customer agrees not to dispute or charge back any such credit card charges for any reason, unless the Customer has received an enforceable judgment in Customer's favor, and hereby waives any rights Customer may have to assert a chargeback with the credit card issuer to the maximum extent permitted by law.
6. SFO and the SFO Affiliates make no warrants or claims about their products, either express or implied, and it is the responsibility of the Customer to determine the suitability of each product for any job or resource prior to its purchase and use by Customer.
7. The Customer agrees that in the case of a claim against Igloo Foam and any of the Igloo Foam Affiliates is covered by our Limited Lifetime Warranty which is publicly available on our website at <http://www.sprayfoamoutlets.com/> or can be requested by emailing [info@SprayFoamOutlets.com](mailto:info@SprayFoamOutlets.com). This Limited Lifetime Warranty represents the sole remedy to claims.
8. The Customer agrees that this Credit Application may be assigned by SFO and any of the SFO Affiliates to any third party or parties, including but not limited to any purchaser or transferee of the equity and/or assets of any of such entities, without the consent of the Customer.
9. SFO and/or the SFO Affiliates shall have a purchase money security interest in, and the right to repossess upon default, all products purchased by Customer until the invoice(s) related to such products have been paid in full and shall further have the right to file a UCC financing statement with any applicable state or other governmental agency to perfect its or their security interest in the same.
10. **PREJUDGMENT REMEDY WAIVER. EACH AND EVERY CUSTOMER OR GUARANTOR OF THIS AGREEMENT, AND EACH OTHER PERSON OR ENTITY WHO MAY BECOME LIABLE FOR ALL OR ANY PART OF THIS OBLIGATION, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52- 278a TO 52-278m, INCLUSIVE, OR BY OTHER APPLICABLE LAW EACH AND EVERY CUSTOMER OR GUARANTOR OF THIS AGREEMENT HEREBY WAIVE (A) ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH SFO AND/OR THE SFO AFFILIATES MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT AND (B) ALL RIGHTS TO REQUEST THAT SFO AND/OR THE SFO AFFILIATES HEREOF POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT CUSTOMER OR GUARANTOR AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY SFO AND/OR THE SFO AFFILIATES BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT.**
11. These Terms and Conditions of Sale shall be governed by the laws of the State of Connecticut. Any disputes related to this invoice may be heard in any state or federal court located in Fairfield County, Connecticut, and Customer hereby irrevocably consents to the jurisdiction and venue of such courts. These Terms and Conditions of Sale may not be modified except in a signed writing by SFO and/or the SFO Affiliates.
12. This Agreement contains the entire agreement between the Customer and SFO and/or the SFO Affiliates, hereto with respect to the transactions herein and supersedes all previous representations, negotiations, commitments, and writings with respect thereto.
13. Copies of this Credit Application exchanged via facsimile, email or digital signature shall be deemed originals for all purposes hereunder.
14. The waiver by the Customer or SFO and/or the SFO Affiliates of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Customer or SFO and/or the SFO Affiliates.
15. To the extent that the individual receiving this invoice is not a sole proprietor, the Customer represents that individual is an owner, officer, manager and/or director of Customer who is authorized to bind the Customer to these terms and conditions of each invoice.