



A PRECISION Company

Hudson Standard Terms and Conditions

Effective January 1, 2025, ALL SALES BY HUDSON BUYER, LLC DBA HUDSON TECHNOLOGIES ("Hudson") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. The term "Goods" refers to the products sold by Hudson.

- 1. Agreement:** Hudson's quotation is an offer that may be modified or withdrawn at any time before acceptance by the Buyer. Any Purchase Order covering the Goods described herein shall be considered by both parties as an acceptance of the terms and conditions outlined herein. Hudson expressly rejects and will not accept any terms that are additional or different from those stated in this offer. If Buyer has not otherwise agreed to these terms, Buyer's acceptance of delivery or payment for the Goods constitutes an acceptance of these terms. These terms and conditions represent the final and exclusive statement of the Agreement between Hudson and Buyer. Any modification, addition, or waiver of any provision must be made in writing and signed by an authorized representative of Hudson.
- 2. Notice:** All notices must be provided in writing to Hudson's office in Ormond Beach, Florida, and to the Buyer's designated address, unless a different address is provided in writing.
- 3. Price and Price Adjustment:** Prices quoted by Hudson are subject to change at any time prior to Buyer's acceptance. Prices for Goods requiring Buyer's approval for manufacturing or print changes are subject to adjustment upon approval, based on any percentage change in Hudson's published prices from the date of quotation to the date of approval.
- 4. Taxes, Duties, and Fees:** Hudson's stated price excludes all taxes, duties, and fees, including sales, excise, value-added, use, and property taxes, as well as any import/export duties or fees. Buyer is responsible for paying all such taxes, duties, and fees, regardless of whether they are invoiced by Hudson.
- 5. Payment Terms:** Unless otherwise agreed in writing, payment is due **within thirty (30) days** from the date of Hudson's invoice, with no discounts.
- 6. Solvency and Security Interest:** Buyer represents that it is solvent. Buyer grants Hudson a security interest in all Goods to secure current and future obligations to Hudson. Upon request, Buyer shall execute and deliver a signed financing statement to perfect this security interest.
- 7. Title and Risk of Loss:** Goods are shipped F.O.B. Hudson's plant. Title and risk of loss pass to Buyer upon delivery to the carrier. Buyer is responsible for filing claims for loss or damage in transit.
- 8. Delivery:** Delivery dates are estimates and subject to modification or cancellation due to circumstances beyond Hudson's control, such as natural disasters, labor disputes, or supply chain issues. Hudson will not be liable for incidental or consequential damages resulting from delays. Hudson reserves the right to deliver all or part of the Goods at any time.
- 9. Specially Manufactured Goods:** Only specialized, non-reusable tooling and equipment specifically created for Buyer's order are considered part of the sale to Buyer. Reusable tooling and equipment used by Hudson in manufacturing Goods remain the property of Hudson.
- 10. Buyer's Materials:** If Buyer provides materials, they must be submitted to Hudson for approval regarding suitability and pricing. Buyer is responsible for the delivery of materials, including proper identification. Hudson is not liable for the performance of Buyer's materials.
- 11. Cancellation or Delay by Buyer:** Buyer may not cancel, delay, or interrupt the manufacture or shipment of Goods without Hudson's prior written consent. Buyer is liable for all costs incurred due to cancellation, delay, or interruption, including raw materials, finished goods, storage costs, and work completed.
- 12. Warranties:** Hudson warrants that Goods shall be free from defects in material and workmanship and conform to the specifications in the proposal for **45 days following shipment**. This warranty is void if the Goods are altered, misused, or improperly used by Buyer. Hudson's sole obligation is to repair or replace defective Goods at its discretion.

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- 13. Buyer's Remedies:** The warranty is limited to repair or replacement of defective items. Buyer is responsible for any costs associated with removal or reinstallation of defective Goods. No returns will be accepted without a Return Materials Authorization (RMA) from Hudson.

Return Material Authorization (RMA) Policy

All RMA requests must have the parts in question returned to Hudson within **thirty (30) days** of the RMA request date. Failure to return the parts within this timeframe may result in delays or the closure of the RMA process.

If the parts are not received by Hudson within **forty-five (45) days** of the RMA request date, the RMA request will be automatically closed, and no further action will be taken. Hudson reserves the right to deny any future RMA claims for the same parts once the RMA request has been closed.

- 14. Limitations of Warranties and Remedies:** THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HUDSON SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, OR ANY OTHER DAMAGE ARISING FROM USE OR MISUSE OF THE GOODS.
- 15. Buyer's Obligations:** Buyer agrees to:
- Assess the suitability of the Goods for their intended use before use, assuming all risks.
 - Follow proper usage instructions included with the Goods.
 - Obtain written approval from Hudson before altering the Goods. Failure to meet these obligations will void the warranty and constitute a breach of the Agreement.
- 16. Indemnifications:** Buyer agrees to indemnify, defend, and hold Hudson harmless from any liabilities, losses, claims, or expenses, including legal fees, arising from the manufacture of Goods to Buyer's specifications, Buyer's use or alteration of the Goods, or any breach of this Agreement by Buyer.
- 17. Compliance with Regulations:** Hudson is not liable for any failure of the Goods to comply with federal, state, or local laws, regulations, or standards unless expressly agreed in writing. Buyer agrees to indemnify Hudson against any related liabilities.
- 18. Hudson's Rights:** Hudson retains all rights and remedies under applicable law. These rights are cumulative and may be exercised individually or in combination. Hudson's failure to exercise a right does not waive its ability to do so in the future.
- 19. Applicable Law:** This Agreement is governed by Florida law, with any disputes to be resolved in the state or federal courts of Volusia County, Florida. Buyer consents to personal jurisdiction in Florida courts.
- 20. Severability:** If any provision of this Agreement is found to be invalid or unenforceable, it will be severed, and the remaining provisions will remain in effect.