

LENZ SALES & DISTRIBUTING, INC.
Terms and Conditions for Purchasing Refrigerants
Effective Date: August 29, 2025



Business Address:

4825 Waverly Road
New Berlin, IL 62670

Toll-Free Phone: 877-243-8103

Email: sales@lenzdist.com

1. General

These Terms and Conditions ("Terms") govern all refrigerant sales by Lenz Sales & Distributing, Inc. ("Seller") to its customers ("Customer"). By placing an order, the Customer agrees to be bound by these Terms.

2. Payment Terms

- All approved customers are eligible for NET 30 payment terms from the date of invoice.
- If a customer is not approved for NET 30 terms, they will be classified as prepaid, and no shipment will leave the warehouse until the invoice is paid in full.
- Lenz Sales & Distributing, INC does not offer payment plans or discounts. All sales are final. Pricing is quoted on a day-to-day basis and is subject to change without notice.
- Seller's weights taken at shipping points shall govern for all purposes, including invoicing and dispute resolution regarding product quantity.

Accepted payment methods include:

- ACH
- Wire Transfer
- Check
- Credit Card (subject to a 3.4% processing fee)
- Invoices will be issued upon shipment of the product and sent to the Customer via email or USPS mail, depending on the Customer's preference.
- Monthly statements will be sent via email at the end of each calendar month.

If the Customer fails to make a payment in strict accordance with the agreed-upon payment terms, then Seller may, in addition to all other remedies available at law or in equity:

- a. Immediately withhold shipments of any additional product until all delinquent amounts, plus applicable interest, transportation, and storage charges, are paid in full;
- b. Repossess any product that has not been paid for;



- c. Charge interest at a rate of 1.5% per month (18% annually), or the maximum legal rate, whichever is lower; and/or
- d. Recover all costs of collection, including attorney's fees equal to 25% of the unpaid balance or the maximum amount permitted by law.

In the event that any product is returned to, or repossessed by, the Seller, the Seller may, at its sole discretion, charge the Customer a restocking fee of up to fifteen percent (15%) of the price paid for such product, including all freight costs.

3. Shipping

- Same-day shipping is offered on all refrigerant orders, subject to product availability and order cut-off times.
- Free freight is provided on all orders shipped within the continental United States.

4. Credit Balances

Any credit balance on a Customer's account that is not claimed or used within two (2) years from the date on which such credit is first communicated to the Customer shall be deemed earned by the Seller. This will be considered:

- Additional consideration for prior products delivered, and/or
- Compensation for administrative services performed by the Seller.

5. Order Acceptance & Fulfillment

All orders are subject to acceptance by the Seller. The Seller reserves the right to reject any order, in whole or in part, at its sole discretion.

6. Title & Risk of Loss

Title and risk of loss pass to the Customer upon delivery to the carrier.



7. Limitation of Liability

In no event shall Lenz Sales & Distributing, Inc. be liable for any indirect, incidental, special, or consequential damages. Liability is limited to the purchase price of the products.

8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois.

9. Contact Information

For all sales, account, or support inquiries, please contact:

Lenz Sales & Distributing, Inc.

Phone: 877-243-8103

Email: sales@lenzdistrib.com

Address: 4825 Waverly Road, New Berlin, IL 62670

10. Defective Cylinder or Can Policy

In the event a cylinder or can is received in defective condition, the Customer must notify Seller by sending an email to sales@lenzdistrib.com. The following documentation is required for review:

- A clear photo showing the weight of the cylinder on a scale
- A photo of the seal and valve of the cylinder
- The Purchase Order (PO) number or invoice number associated with the purchase
- The serial number or badge number, and the brand printed on the cylinder

Failure to provide the required documentation may result in delayed processing or denial of the claim. All reports of defects must be submitted within a reasonable timeframe from delivery.

Defective cylinders will not be accepted or credited if more than 365 days have passed from the original invoice date.

11. Delivery Dates

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All delivery dates provided by the Seller, whether specified in writing or communicated verbally, are approximate estimates only. While the Seller will make commercially reasonable efforts to meet the requested or stated shipping and delivery dates, no guarantee is made regarding the exact timing of delivery.

The Seller shall not be liable for any loss, damage, cost, or expense incurred by the Customer or any third party arising from any delay or failure to deliver by a specified date. Delays due to weather, carrier issues, supply chain disruptions, or other unforeseen circumstances shall not constitute a breach of contract.

12. Entire Agreement & Modification

These Terms and Conditions constitute the entire agreement between Lenz Sales & Distributing, INC. ("Seller") and the Customer with respect to the sale and purchase of refrigerants. No representation, promise, modification, amendment, waiver, or additional term or condition shall be binding upon Seller unless made in writing and signed by an authorized representative of Seller.

These Terms supersede any prior or contemporaneous oral or written communications, proposals, or agreements relating to the subject matter herein.

This transaction and any dispute arising out of or related to it shall be governed exclusively by the laws of the State of Illinois, without regard to its conflict of laws principles. Venue for any legal action shall lie exclusively in the appropriate state or federal court located within the State of Illinois.
