

## Terms and Conditions

All sales are subject to the terms and conditions contained herein and upon buyer's assent thereto. No variation of these terms and conditions will be binding upon Seller unless agreed and signed by authorized representative of Seller.

### DELIVERY

Whenever possible, we'll deliver the products by the method specified on your order. We work closely with EMS, DHL, FedEx, UPS, TNT and China postal service, and choose the method we can service you best. Seller reserves the right, in its discretion, to determine the exact method of shipment. For hazardous materials covered by the Chinese Department of Transportation, we will choose the most appropriate and cost effective method. Seller reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Additional expenses and delays in shipment may be experienced when deviating from carriers. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries.

### PRICES

All prices are in U.S. dollars and FOB Shanghai. Current standard published shipping charges and the handling charges (packages included) will be added to the invoice.

We can also ship freight collect, if desired. Customers may also provide your carrier account number, which will be used by carrier to charge your taxes and duties. Please specify if you want to have delivery charged to this account or added to the invoice.

Packages will be charged for special chemicals, e.g. certain poisonous, reactive, corrosive or other chemicals which require a barrier bag, steel can, and/or other special packaging for shipment. Our Customer Service Representatives will advise you of the charges at the time the order is placed. We strive to minimize these costs through efficient packaging.

**Prices are subject to change without notice.** In cases where the selling prices have changed significantly, we will contact you for approval prior for shipment. Please call us for current prices if you require this information prior to placing your order. Written quotations are guaranteed for 15 days.

### PAYMENT

**Our payment terms are net 30 days of date of invoice, unless otherwise stated.** Seller reserves the right, in its discretion, to change the terms of payment in full or in part in advance of shipment. Accounts 30 days past due are subject to a 1% late charge per month on the unpaid balance. For overseas transactions, the Buyer shall pay the Seller's banking charges on the order.

In the event of default by Buyer in the payment of the invoice of any order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Seller on demand. Buyer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

#### **TAXES AND OTHER CHARGES**

Sales tax, duty, inspection or testing fee, or any other tax, fee or charge whatsoever imposed by any governmental authority on the transaction or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. Our customer service representative will advise you the charge. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or in lieu of such payment, customer shall provide us an exemption certificate or other documents acceptable to the authority at the time the order is submitted.

#### **CLAIMS FOR LOST OR DAMAGED SHIPMENTS**

The Buyer please inspect all packages immediately upon the receipt of any goods shipped hereunder. Any claims of damage, shortage, or defect should be reported in writing to our Customer Service Department as soon as possible. **Claim for these discrepancies must be made within 10 days of your receiving the materials.** If Buyer fails to report such of claim in 10 days to Seller, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

All products are sold FOB seller's shipping point unless otherwise noted. Delivery of goods to the carrier at seller's plant or to other loading point, shall constitute delivery to Buyer, and regardless of shipping terms, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right, in its discretion, to determine the exact method of shipment. Each precious metal shipment valued at over \$1,000.00 is fully insured for buyer's protection against loss or damage.

The Buyer should download and fill the form we provided for the claims. Should you need assistance in filing a claim, please call our Customer Service Department.

#### **RETURNS**

Items will be not accepted for return except with Seller's writing permission, and then only in strict compliance with Seller's return shipment instructions.

Some materials are not returnable to Seller, including, but not limited to, custom or special order materials, leaking or damaged chemicals, diagnostic reagents, refrigerated or frozen products, reagents past expiration date, and items with missing or obliterated labels.

**Requests for return must be made within 10 days of your receiving the materials.** Final disposition of returned goods will be made only after receipt and inspection of goods. Any returned items may be subject to a 20% processing fee, a minimum charge of \$20.00 and a maximum charge of \$150.00. Hazardous goods must be shipped in compliance with all applicable Department of Transportation regulations.

## PATENTS

Seller does not warrant that the use or sale of the products delivered under will not infringe the claims of any patents covering the product itself or the use thereof in combination with other products or in the operation of any process. Buyer must be responsible for determining the existence of such patents.

## LIMITED WARRANTIES/LIABILITY

The information included in our database has been obtained from normally reliable and dependable sources and is believed to be accurate and represents the best knowledge available to us currently; however, we cannot guarantee it as such. Buyer agrees that he has the responsibility to fully determine the accuracy and completeness of any technical data concerning any product or use. **We make no other representations or warranty of any kind, express or implied, as to merchantability, fitness for particular purpose, or any other matter with respect to our products, whether used alone or in connection with any other substance.**

Seller's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price actually paid therefore by the purchaser, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions.

In no event shall seller be liable for special, incidental or consequential damages of any kind resulting from any use or failure of the products, even if seller has been advised of the possibility of such damage including, without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, loss of products of buyer or other use or any liability of buyer to a third party on account of such loss, or for any labor or any other expense, damage or loss occasioned by such product including personal injury or property damage unless such personal injury or property damage is caused by seller's gross negligence.

## BUY'S USE OF THE PRODUCT

All products are intended primarily for laboratory research purposes and, unless otherwise stated on the labels, not be used for any other purposes, including but not limited to, for drug, food additives, household chemicals, cosmetics for human and animal application or other inappropriate applications.

All products should be treated as potentially harmful. Buyer acknowledges that the products have not been tested by Seller for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in Seller's literature furnished to Buyer. Buyer expressly represents and warrants to Seller that Buyer will properly test, use, manufacture and market any products purchased from Seller and/or materials produced with products purchased from Seller in accordance with the practices of a reasonable person who is qualified, suitably trained, and familiar with (a) the health and safety hazards associated with the handling of the products purchased; (b) industrial hygiene controls necessary to protect its workers from such health and safety hazards; (c) the need to adequately warn of health and safety hazards associated with products; and (d) all applicable laws and regulations, now and hereinafter enacted.

Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Seller. Buyer also has the duty to warn Buyer's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products.

All compounds are supplied on the condition that the Buyer acknowledges that there are hazards associated with their use and alone accept total responsibility for their use and any misuse, and for safe disposal of all such compounds.

#### **BUYER'S INDEMNITY**

Claims for defective or nonconforming product, or any other claim against us, must be made in writing and must be received and acknowledged by us in writing within ten (10) days of customer's receipt of the product in question. Any claims not satisfying this condition shall be deemed waived. Upon the approved return of any such product, Seller shall be replacement of such products without charge or refund of the purchase price actually paid therefore by the purchaser, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions.

Purchaser's exclusive remedy, for any cause or claim whatsoever including but not limited to alleged breach of warranty, product liability, negligence, or otherwise, shall be for money damages in an amount not to exceed the purchase price paid by purchaser for the product in respect to which the claim is made.

#### **TECHNICAL ASSISTANCE**

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At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. Buyer assumes sole responsibility for results obtained in relying on this information. Seller makes no warranties of any kind or nature, with respect to technical assistance or information provided by seller or seller's personnel. Any suggestions by seller regarding use, selection, application or suitability of the products shall not be construed as an express or implied warranty.