

TERMS AND CONDITIONS OF SALE

AnalytiChem Companies in North America
AnalytiChem Canada Inc., Northeast Laboratory Services, Chem Service Inc.

1. Applicability

- 1.1. These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the seller (the "Seller") named on the order to which these Terms are attached or referenced (the "Order") to the buyer (the "Buyer") referenced on the Order. Notwithstanding anything herein to the contrary, if a written contract signed by both parties in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying Order and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery

- 2.1. Seller shall endeavor to ship Goods within the time agreed on the Order, and if no time is agreed, within a reasonable time. Any dates specified in an Order or otherwise by Seller for the supply of Goods are intended to be an estimate, and time for delivery shall not be made of the essence by notice. In no event shall Seller be liable for loss or damage of any kind by any delay in the supply of Goods. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer (and invoice Buyer for partial shipments pursuant to Section 4). Unless specifically set forth in an Order, Seller shall package and ship Goods using its standard method for packaging and shipping such Goods, in its sole discretion.

3. Price

- 3.1. Buyer shall purchase the Goods from Seller at the price(s) set forth in the Order. Seller reserves the right to amend the price to take into account any variations in Goods as a result of additional information or a request in writing from Buyer. Charges for shipping, insurance, special handling (hazardous materials, for example), and rush orders, shall be assessed against Buyer in addition to (and not included in) the price of Goods set forth in the Order. All prices are exclusive of all sales, use, and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on any amount payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes, provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4. Payment

- 4.1. Payment shall be made by credit card at the time of Order. In the event Buyer has completed a credit application that has been approved by Seller, the Buyer may make payment net 30 days from the date of invoice issued by Seller. In the event Buyer has a past due balance over 60 days from any invoice date, Seller reserves the right to withhold further shipments until payment is made in full. Buyer shall pay interest on all late payments at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

5. Warranty

- 5.1. Seller warrants that all Goods are correctly identified and in good order, and have not, to the best of Seller's knowledge, been tampered with, altered, added to, or substituted in any way whatsoever prior to delivery to Buyer. Seller shall not be liable for breach of the warranty set forth in this Section 5 unless (a) Buyer gives written notice of the defect, reasonably described, to Seller within 5 days of the time when Buyer discovers or ought to have discovered the defect, (b) Seller is given a reasonable opportunity after receiving such notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller at Seller's cost, and (c) Seller reasonably verifies Buyer's claim that the Goods are defective. Seller shall not be liable for a breach of the warranty set forth in this Section 5 if (i) Buyer makes any further use of the Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, shelf life, or use of the Goods; or (iii) Buyer or any third party alters such Goods without the prior written consent of Seller. In the event Seller reasonably verifies a claim by Buyer that Goods delivered hereunder are defective, Seller shall, at Seller's sole option, either replace the Goods or refund the price paid by Buyer for such Goods. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 5, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN THIS SECTION 5 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S ENTIRE LIABILITY FOR ANY CLAIM WITH RESPECT TO THE DELIVERY OF GOODS HEREUNDER.

6. Returns and Order Cancellations

6.1. Except with respect to returns of defective Goods, which shall be governed solely by Section 5, Goods are not subject to return and may only be returned with a return authorization (a "Return Authorization") from Seller. The following information is required for Seller to review Buyer's request for a Return Authorization: return authorization number, catalog number, and description, quantity to be returned for each product, applicable manufacturing lot number(s) and expiration date for each product, original Order number and invoice number, and reason for return. Goods subject to a Return Authorization may be subject to a handling and/or restocking fee with freight costs being the responsibility of Buyer. Buyer may cancel an Order only with the written consent of Seller. In the case of a cancellation, Buyer shall pay for any Goods already shipped or any customized Goods in process at the time of cancellation.

7. Title and Risk of Loss

7.1. Title and risk in the Goods shall pass to Buyer upon shipment of the Goods by Seller. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest.

8. Limitation of Liability

8.1. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE GOODS SOLD TO WHICH ANY SUCH CLAIM RELATES.

9. Force Majeure

9.1. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) other events beyond the reasonable control of the Impacted Party.

10. Assignment

10.1. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

11. Relationship of the Parties

11.1. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12. No Third-Party Beneficiaries

12.1. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing 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.

13. Governing Law; Consent to Forum

13.1. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. The parties hereby consent and agree that the Delaware Chancery Court or, if the Delaware Chancery Court is unavailable, any other Delaware state court or federal court of the United States of America sitting in Delaware, shall have exclusive jurisdiction to hear and determine any claims or disputes among the parties pertaining to this Agreement or to any matter arising out of or related to this Agreement. The parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in any such court, hereby waive any objection which any of them may have based upon lack of personal jurisdiction, improper venue or forum non conveniens and hereby consent to the granting of such legal or equitable relief as is deemed appropriate by such court.

14. Notices

14.1. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

15. Severability

15.1. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Legal and Regulatory Compliance

16.1. Buyer will comply with all laws, rules, and regulations applicable in connection with this Order. Buyer agrees and undertakes that it shall not, and shall require that its employees and affiliates shall not, (i) take any action in furtherance of an unlawful order, promise or payment, in violation of any applicable anti-bribery law, anti-corruption law or conflict of interest law including, without limitation, the Bribery Act 2010 of the United Kingdom (the "Bribery Act") or the United States Foreign Corrupt Practices Act ("FCPA"), nor (ii) take any action that would cause either itself or any other party (including Seller) to be in violation of any such law, including the FCPA or the Bribery Act. Buyer shall inform Seller if at any time it is listed on any denied persons, politically exposed persons, or other sanctions lists maintained by the UK, the USA, the European Union or any other recognized national or international, governmental or quasi-governmental body (the "Lists"). Buyer acknowledges that entry onto any of the Lists shall be grounds for immediate termination of this Agreement by Seller. In the event of any failure by Seller to comply with any provision of this Section 16, Seller shall have the right to terminate this Agreement immediately without any damages, costs, or compensation due from Seller to Buyer.

17. Amendment and Modification

17.1. These terms may only be amended and modified in writing which states explicitly that it intends to amend these Terms and is signed by an authorized representative of each party.