

Terms and Conditions of Sale

1 – Statement and Acceptance

Any Buyer order which is accepted by Xanchem (Xanchem or Seller) shall be subject to the Terms and Conditions set forth below.

Any additional or different terms or conditions proposed by Buyer or contained in Buyer order or response are hereby rejected.

The quotation, the invoice and acknowledgment, all made in writing, constitute the entire agreement between Buyer and Xanchem with respect of any order. No addition, modification, deletion of any quotation, invoice and acknowledgment will be binding upon Seller unless agreed to in writing and signed by an officer of Seller duly authorised.

These Terms and Conditions shall apply to all subsequent orders from buyer to Xanchem. If these Terms and Conditions are not acceptable by Buyer, the Buyer should not order any Product of Seller or, after contacting Seller, should return the Product unopened in its originally packaging at its own expenses.

2 – Products and Buyer use:

The molecules proposed by Xanchem (the Products) are intended primarily for laboratory research purposes and are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes.

Xanchem Products may be covered by use or application patents. Xanchem does not warrant the use or sale of the Products ordered and delivered will not infringe the claims of any French and/or foreign patent or patent application covering said Product itself or the use thereof in combination with others products or in operation of any process. Buyer is responsible for any patent infringement resulting from its use of the Products.

For **Xanchem** patented Products, Buyer will advise immediately Seller of any patentable results to discuss in good faith the industrial property and the filling of patent.

Buyer agrees to comply with instructions, if any, furnished by Seller relating to the use of the Products and not misuses the Products in any manner. Buyer has also 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.

Since Seller cannot control Buyer's application of the Products, Seller offers no warranty regarding their use and/or handling and will not be responsible for any loss or damage whatsoever.

3 – Product quality:

All Products are analysed in Xanchem laboratories. Purity of each Product is greater than 95% at the time of production and actual value may vary from batch to batch. The physical constants reported in any catalogue are to the best Seller's knowledge to be accurate and true. Buyer should contact Seller if further clarification is required for a specific product. In certain circumstances seller may agree in writing to a different specification with buyer at the time of quotation. All custom syntheses are carried out to pre-agreed specifications.

4 – Safety

For each sale of Product, a Material Safety Data Sheat (MSDS) will be supplied as required with containers labelled to indicate the main hazards which are know. The research nature of many of

Seller's Products means that detailed hazard information may not be available. The lack of warning must not be interpreted as a safety indication.

Products are as many chemical hazardous; so, only Buyer qualified people familiar with laboratory procedures and potential chemicals hazards should handle all Products purchased. The burden of sale use of Seller's Products remains in the hands of Buyer. Buyer acknowledges that there may be hazards associated with certain Xanchem Products and assumes all responsibility for warning and instructing its employees and any person who might reasonably be expected to come into contact with such Product. Buyer also assumes all responsibility for the safe disposal of all Products in compliance with applicable laws.

Buyer acknowledges that the Products have not been tested by Seller for safety, toxicity and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in MSDS furnished to Buyer.

5 – Warranties

Seller warrants that its Products shall conform to the description of such products as provided to Buyer by Seller through Seller's catalogue, analytical data or other literature such as MSDS. This warranty is exclusive and Seller makes no other warranty, express or implied included any implied warranty for any particular purpose.

Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has misused the Products in any manner, has failed to use the Products in accordance with industry standards and practices, or has failed to use the Products in accordance with instructions, if any, furnished by Seller.

6 – Orders:

Xanchem only accepts orders from educational or governmental organizations but not from individuals.

Each order shall be made in writing before proceeding. At the time of the order, Xanchem will either arrange prompt dispatch from its stock or the manufacture of the ordered Product. In this last case, Xanchem will indicate a likely delay and Buyer must advise immediately Xanchem of its refusal in writing (via mail).

7 - Changes and modifications of orders:

Orders may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and effect, if any, on price and time of delivery.

Buyer can cancel any of its orders within 10 days from the date it is sent to Seller. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto.

8- Prices, Quotations and payment:

Prices are valid in EEC, VAT excluded. The prices indicated in Xanchem catalogue are subject to change without notice. Buyer may call Xanchem for current prices before placing its order. At the time of Buyer placing order, Seller advised prices supersede any previous prices indication.

Any taxes and/or change imposed by governmental authority are additional to Xanchem catalogue prices.

Xanchem guarantee its written quotation for thirty (30) days unless agreed in writing.
Freight charges are prepaid and added to the invoice unless otherwise agreed between Seller and Buyer.
Terms of sale are net thirty (30) days of date of invoice, unless otherwise stated.

9 – Shipping, packaging and return

All Products sales are FCA (i.g Free Carrier): Seller's shipping point and handling charges are quoted and invoiced to Buyer. Delivery of the Products to the carrier at Seller's shipping point shall constitute delivery to Buyer and 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.

Immediately upon Buyer's receipt of ordered and shipped Product, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages. If Buyer fails to notify Seller within five (5) days after Buyer receives the Product, such Product shall conclusively be deemed to conform to the Terms and Conditions hereof and to have been irrevocably accepted by Buyer.

Quality problems must be notified within ten (10) days from the receipt. In that case, Products must not be returned without the Seller prior written consent.

Usually, Products may not be returned for credit except with Seller's permission, and then only in strict compliance with Seller's return shipment instructions.

In case of damaged containers, Buyer assumes responsibility for the safe disposal of the ordered Products in accordance with applicable law.

10 – Governing law:

All disputes as to the legality, interpretation, application, or performance of each order or any of its terms and conditions shall be governed by the laws of France. Each party to each order agrees that any dispute arising between them shall be resolve rapidly by negotiation. If the dispute has not been resolved by negotiation within ten (10) days of the disputing party's written notice, each party shall endeavour to settle the dispute by mediation. In case of persistent disagreement, the competent jurisdiction shall be definitively solved by the Tribunal de Commerce dependant from Xanchem's headquarters.
