

SALES TERMS AND CONDITIONS

AraChem is a registered Company at the Chamber of Commerce in Eindhoven - the Netherlands under number 17106077 and VAT number NL2004.78.382.B.01

1. Definitions

- 1.1. **"Agreement"** means the Order placed by You and these terms and conditions.
- 1.2. **"AraChem" "We" "Us"** means **AraChem / Cyclodextrin-Shop**
- 1.3. **"Price"** means the price of the Products quoted
- 1.4. **"Products"** means services and/or goods described in the Order to be provided by AraChem to You pursuant to this Agreement
- 1.5. **"You"** means the other party to this Agreement.

2. Delivery

- 2.1. You hereby agree to purchase the Products subject to these terms and conditions.
- 2.2. The Products are sold ex works (EXW, as defined by Incoterms 2016). You will be charged extra for postage, packing and insurance. When Products are sold under other Incoterms defined conditions, these will be specified in the order.
- 2.3. Any kind of tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between AraChem and You shall be paid by You in addition to the prices quoted or invoiced. In the event AraChem is required to pay any such tax, fee or charge, You will reimburse AraChem therefore, or, instead, You will provide AraChem an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge at the time the order is submitted.
- 2.4. Non delivery or non-conforming or damaged Product must be notified within 7 days of the date of invoice.
- 2.5. We do all our best to deliver our Products in time but the date of delivery of Custom Synthesis Products remains indicative. In case of delay a notice will be sent in time to inform You about the new delivery date.

3. Payment Terms

- 3.1. Payment of the Price is due and payable in full without deduction or withholding within 30 days from the date of invoice unless stated otherwise on the Order.
- 3.2. We reserve the right to amend any errors or omissions contained in a quotation and charge then the current price as at the date of despatch. Such amendments will be referred to You to reconfirm the Order.
- 3.3. The Price and any additional charges payable under this Agreement are exclusive of VAT which shall be paid by You at the rate and in the manner for the time being prescribed by law. When applicable a valid VAT invoice shall be issued. You are responsible for your bank clearance charges and no deductions for these are allowed.
- 3.4. Time for payment shall be of the essence. If any sum payable under this Agreement is not paid within 30 days from the date of Invoice, then We may charge interest on the outstanding amount, on a day to day basis, from the date of the last date for payment to the date of actual payment (both days exclusive) at a rate of 5% above the base rate of the ING Bank-the Netherlands from time to time in force.
- 3.5. You agree to pay all costs, including, without limitation, reasonable attorney and accounting fees and other expenses of collection resulting from any default by You in any of the terms hereof.

4. Warranties

- 4.1. You warrant that you have full power to enter into this Agreement and to accept full responsibility for the use and misuse of the Products, and for the safe disposal of all Product in accordance with legislation in force at the time. We draw your attention to our health & safety statement below.
- 4.2. You shall at all times fully and effectively indemnify AraChem and hold AraChem harmless against all losses, actions, claims, demands, costs (including reasonable legal costs), expenses and liabilities of whatsoever nature incurred or suffered by AraChem arising out of or relating to any breach of this Agreement.
- 4.3. All other warranties express or implied are hereby excluded. Furthermore no licence of immunity under any patent is granted or is to be implied by or from our sale of any Product.
- 4.4. Other than the limited warranty set out in 4.3 above we make no warranties, express or implied, including without limitation, all implied warranties of merchantability and fitness for a particular purpose or otherwise. Except where Our liability cannot be limited by law. We will be liable to you for loss suffered by a breach of this warranty up to an amount not exceeding the Price for the Products in question. We will not be liable for any consequential, indirect, loss of profit, special or punitive damages incurred or suffered by You or your directors, officers, employees or agents, howsoever arising, in connection with this Agreement.

5. Quality

- 5.1. The purity of Our products are conform to the specification on the label.
- 5.2. Certificates of Analysis for Your specific lot, are available on request.
- 5.3. Certificates of Analysis are only supplied with semi-bulk and bulk orders. Should You require a certificate of analysis for a catalogue listed quantity We reserve the right to make a charge for the same. No return of chemicals will be accepted where You have imposed your own quality parameters unless these have been stipulated on the order and agreed to in writing by Us.

6. Compliance with laws and regulations

- 6.1. Whilst We provide Material Safety Data Sheets, available on request, with all of our Product, in accordance with current legislation, the Product are for supply to qualified personnel only. They should be used in suitably designed laboratories for chemical and allied research only and not for human or animal applications. Warning information on labels should be heeded and careful consideration given to the possibility of hazardous reactions between chemicals. Products should be stored in accordance with the instructions given on Material

Safety Data Sheets and labels, away from heat sources, usually in a cool, dry area. Precautions must be taken to avoid contact between chemicals and skin, eyes or mucous membranes. Appropriate ventilation should be provided and air extraction and protective clothing used if necessary.

6.2. You acknowledge that AraChem provides You with products that may be subject to the export laws and regulations of the European Union, the Netherlands, the United States and other countries. You also acknowledge that, under these export laws and regulations, AraChem delivery of some product(s) to You may take place only after AraChem has received certain written assurances from You.

6.3. Accordingly, You hereby acknowledge, represent and warrant that: you will comply with all applicable laws and regulations whenever You transfer, export or re-export product(s) obtained from AraChem and as required, secure licensing for items, end uses and end users of control under EU, the Netherlands and U.S exporting laws and regulations and present said license(s) to AraChem upon request.

6.4. You further acknowledge, represent and warrant that You will not:

6.4.1. Transfer, export or re-export, directly or indirectly, any product(s) subject to U.S. export control laws acquired from AraChem to any country subject to restriction under applicable laws and regulations. (You also represent and warrant that You are not located in, under the control of, or a national resident of any such country).

6.4.2. Use the product(s) in any activity related to the development, production use, or maintenance of Weapons of Mass Destruction, as defined by the U.S. Department of Commerce, the legislation of the European Union and the Netherlands, including without limitation, uses related to nuclear, missile, and/or chemical/biological development and/or production, nor will You transfer, export or re-export, directly or indirectly, to any party engaged in any such activity. (if You are engaged in the development or production of Weapons of Mass Destruction, You acknowledge that You could be subject to and responsible for U.S., EU and/or the Netherlands exporting licensing requirements).

6.4.3. Transfer, export or re-export, directly or indirectly, to any party listed by the Netherlands, the European Union or the U.S. Government or under any applicable law as prohibited from receiving product(s). (You also represent and warrant that You are not on, or under control of, any person or entity on any such list).

6.4.4. Request or make any regulatory certifications or applications on behalf of AraChem.

6.5. Since AraChem products are, unless otherwise stated, intended primarily for research purposes, they may not be on Inventory lists, such as TSCA. You assume responsibility to assure that the Products purchased from AraChem are approved for use and marketing under any law or regulation, if applicable.

6.6. If changes to these Terms and Conditions of Sale are necessary, You will contact AraChem Regulatory Affairs organization for approval.

6.7. In case of incident or accident our emergency phone number is shown on our SDS's.

7. Limitation of Liability

7.1. Subject to clause 7.3 below, neither You nor AraChem shall in any circumstances be liable, whether in contract, tort (including negligence) or otherwise, for indirect, incidental, punitive or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused (including without limitation, loss of profit, loss of the contract or loss of other economic advantage) arising from breach of either party's obligations under this Agreement unless You have been previously advised of the probability of AraChem incurring such loss and damage.

7.2. Subject to clause 7.3 below, AraChem's liability, whether arising from negligence, breach of contract or howsoever, in respect of this Agreement shall not exceed the Price.

7.3. Neither party excludes or limits its liability for death or personal injury or for fraud.

8. Termination

8.1. This Agreement may be terminated forthwith upon notice in writing:

8.1.1. by AraChem if You cease trading or become insolvent or have a winding up resolution or order passed or have a liquidator, receiver, trustee, administrator or analogous appointment over all or part of Your assets or You enter into arrangements with creditors.

8.1.2. a request made by You for cancellation of an order may be granted in our sole discretion. In the event that We do accept a cancellation We reserve the right to charge a handling fee of not less than 15%.

8.1.3. AraChem may either refuse to accept an order, or cancel an order, in circumstances where We have reason to believe (acting in good faith) that shipment will breach a law or regulation or trigger an import license requirement or can not guarantee a safe and compliant handling and/or delivery of the product(s).

9. Applicable Law

9.1. This Agreement is governed by the Law of the Netherlands and disputes will be decided in the Netherlands Court in 's-Hertogenbosch.

10. General

10.1. Subject to clause 10.2 below, these terms and conditions apply to the supply by AraChem to You of the Products and shall be deemed to have been accepted by You if You place the Order.

10.2. These terms and conditions shall not apply if AraChem and You have signed a written agreement for the supply of the Products, in which case, such written agreement shall apply to the exclusion of these terms and conditions.

10.3. These terms and conditions shall not be deemed to have been altered, modified or varied unless expressly agreed to in writing by the parties to this Agreement.

10.4. Subject to clause 10.2 above, these terms and conditions shall at all times prevail over any other terms You may seek to impose at any time including those referred to or included in your purchase order. No conduct by AraChem shall be deemed to constitute acceptance of any terms put forward by You.

10.5. AraChem shall not be liable to You for any event beyond our reasonable control, including but not limited to default or failure of a third party not within our control, unsuccessful reactions, embargo or other governmental act, regulation, failure in the supply of a third party or other event of force majeure.

10.6. The failure of either party to enforce or to exercise, at any time or for any period of time, any term or any right arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way effect that party's right later to enforce or exercise it.

10.7. AraChem may assign its rights and benefits under this Agreement to any third party upon written notice to You.