



## Terms and Conditions of Sale

### General

The following Terms and Conditions of Sale shall govern all sales of Products made by Exactmer Ltd to Customer and **shall prevail over any inconsistent provision, term or condition contained in any order form or other document from Customer, whether prior to or subsequent in time.** No waiver or amendment of the provisions hereof, no acceptance or other undertaking made by any of the agents or representatives of Exactmer Ltd, and no offer made by Exactmer Ltd shall be binding on Exactmer Ltd unless made in writing and agreed to by a duly authorized officer of Exactmer Ltd.

The Terms and Conditions of Sale set forth below are the exclusive terms and conditions of Customer's order. Without prejudice to other forms of acceptance, Customer's failure to object to said terms upon receipt of them or Customer's acceptance of any shipment of products hereunder shall constitute acceptance of these Terms and Conditions of Sale.

If customs duties, taxes or similar fees or charges are included in the quoted price of the Product then any increase in any such customs duties, taxes, fees or charges prior to the date of delivery, as well as any new charges introduced prior to that date, shall be charged to the Customer.

### Placing of Orders

Every order made by the Customer shall be deemed an offer by the Customer to purchase Products from Exactmer Ltd and will not be binding on Exactmer Ltd until a duly authorised representative of Exactmer Ltd has accepted the offer made by the Customer.

There is no minimum order value. At the time of acceptance of an order Exactmer Ltd will either arrange prompt dispatch from stock or the manufacture/acquisition of material to satisfy the order. In the event of the latter Exactmer Ltd will indicate an estimated delivery date. In addition to all its other rights Exactmer Ltd reserves the right to refuse the subsequent cancellation of the order if Exactmer Ltd expects to deliver the Product on or prior to the estimated delivery date. Time shall not be of the essence in respect of delivery of the Products.

If Exactmer Ltd is unable to deliver any Products by reason of any circumstances beyond its reasonable control ("Force Majeure") then the period for delivery shall be extended by the time lost due to such Force Majeure. Details of Force Majeure will be forwarded by Exactmer Ltd to the Customer as soon as reasonably practicable.

### **Product Quality, Specifications and Technical Information**

Products are analysed in the laboratories of Exactmer Ltd by methods and procedures which Exactmer Ltd considers appropriate. In the event of any dispute concerning reported discrepancies arising from the Customer's analytical results, determined by the Customer's own analytical procedures, Exactmer Ltd reserves the right to rely on the results of own analytical methods of Exactmer Ltd. Certificates of Analysis or Certificates of Conformity are available at the discretion of Exactmer Ltd for bulk orders. Exactmer Ltd reserves the right to make a charge for such Certification.

Specifications may change and reasonable variation from any value listed should not form the basis of a dispute. Any supply by Exactmer Ltd of bespoke or custom Product for a Customer shall be to a specification agreed by both parties in writing.

Technical information, provided orally, in writing, or by electronic means by or on behalf of Exactmer Ltd, including any descriptions, references, illustrations or diagrams in any Catalogue or brochure, is provided for guidance purposes only and is subject to change.

All technical documents pursuant to the item above remain the exclusive property of Exactmer Ltd and shall not be copied or reproduced or communicated in any other manner to any third party.

Any technical documents submitted with tenders/ quotations not resulting in an order shall, upon request, be returned to Exactmer Ltd.

The Customer must inform Exactmer Ltd of any statutory, governmental, or other regulations to be observed in fulfilling the order. Additional costs arising from changes to existing regulations or from new regulations after conclusion of the order or arising from a failure to inform Exactmer Ltd of existing regulations, shall be borne by the Customer.

### **Safety**

All chemicals should be handled only by competent, suitably trained persons, familiar with laboratory procedures and potential chemical hazards. The burden of safe use of the Products of Exactmer Ltd vests in the Customer. The Customer assumes all responsibility for warning his employees, and any persons who might reasonably be expected to come into contact with the Products, of all risks to person and property in any way connected with the Products and for instructing them in their safe handling and use. The Customer also assumes the responsibility for the safe disposal of all products in accordance with all applicable laws.

### **Non Transfer of Products**

Customer agrees that it will not transfer, ship or forward Exactmer Ltd Products supplied by Exactmer Ltd to any third party.

### **Uses of Products**

All products of Exactmer Ltd are intended for laboratory research purposes and unless otherwise stated on product labels, in the catalogue and product information sheet of Exactmer Ltd or in other literature furnished to the Customer, are not to be used for any other purposes, including but not limited to use as or as components in drugs for human or animal use, medical devices, cosmetics, food additives, household chemicals, agricultural or horticultural products or pesticides. Exactmer Ltd offers no warranty regarding the fitness of

any Product for a particular purpose and shall not be responsible for any loss or damage whatsoever arising therefrom.

No warranty or representation is given by Exactmer Ltd that the Products do not infringe any letters patent, trademarks, registered designs or other industrial rights.

The Customer further warrants to Exactmer Ltd that any use of the Products in the United States of America shall not result in the Products becoming adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (or such equivalent legislation in force in the Buyer's jurisdiction) and shall not be materials which may not, under sections 404, 505 or 512 of the Act, be introduced into interstate commerce.

The Customer acknowledges that, since the products of Exactmer Ltd are intended for research purposes, in the United States of America the products may not be on the Toxic Substances Control Act 1976 ("TSCA") inventory. The Customer warrants that it shall ensure that the Products are approved for use under the TSCA (or such other equivalent legislation in force in the Customer's jurisdiction), if applicable. The Customer shall be responsible for complying with any legislation or regulations governing the use of the Products and their importation into the country of destination (for the avoidance of doubt to include, without limitation, the TSCA and all its amendments, all EINECS, ELINCS and NONS regulations).

#### **Price and Terms of Payment**

Unless otherwise agreed in writing, all invoices are payable, without deduction, within 30 days of receipt by Customer. Customer bank charges relating to the transaction will be paid by the Customer. Payment must be by direct bank transfer; payment by cheque will only be accepted by prior arrangement.

VAT will be charged to the tender/quotation price at the rate current at time of invoicing. Payments will be made on the agreed dates, even if delivery of any service is delayed or prevented by circumstances out of the control of Exactmer Ltd.

Exactmer Ltd shall have the right, without prejudice to further claims, to require payment of interest on all overdue amounts at a rate equal to 4 percentage points above the NatWest UK Bank prime interest rate. Payment of default interest shall not release the Customer from paying sums due under the terms of the contract. Should collection become necessary, Customer shall reimburse Exactmer Ltd for all reasonable costs necessary for such collection, including legal fees.

Exactmer Ltd reserves the right to post adequate security or to demand payment of a deposit prior to delivery of Products if, in Exactmer's discretion, the credit-worthiness of Customer shall be impaired in any respect whatsoever.

The goods and services supplied by Exactmer Ltd shall remain the property of Exactmer Ltd unless/until they are paid for in full at the mutually agreed price.

#### **Delivery and Acceptance of Goods**

Unless otherwise agreed in writing, all Products shall be delivered FOB (London, UK), freight added to the prices for the Products. Customer assumes all risk of loss from the time the Products shall have been delivered into the custody of the first carrier at Exactmer's originating location but if Exactmer Ltd has selected the carrier, it shall bear all responsibility for processing any claim against such carrier.

In the event that the Products are damaged when received, Exactmer Ltd will consider claims from Customer only if:

Exactmer is a limited company registered in the UK.  
Registration no: 11109941 VAT no: 300 3595 43  
Directors: A.G. Livingston, P.R.G. Gaffney

- (1) Customer has reserved all of its rights to object to the delivery, has included a statement of the damages on the shipping documents and has informed Exactmer Ltd of the damages within five (5) business days of Customer's receipt of the damaged Products;
- (2) Customer keeps the damaged Products at the disposal of Exactmer Ltd until Exactmer Ltd has made a final decision on the matter; and
- (3) Customer has paid Exactmer's invoice covering the damaged Products.

Exactmer Ltd shall determine the method and route of transportation in its sole discretion taking into account Customer's interests, unless Customer specifies such method and route of transportation. Exactmer Ltd makes no warranty with respect to utilization of the most advantageous transportation facilities.

Upon receipt of the Products, Customer shall endorse the relevant shipping documents with the following information.

- (1) Place and time of receipt;
- (2) Customer's stamp; and
- (3) Printed name and signature of Customer's employee who received the goods.

Exactmer Ltd reserves the right to make partial deliveries of the Products that are the subject of an order.

Unless Exactmer Ltd has designated a specific delivery date in writing as "firm", all delivery dates shall be regarded as approximate.

If any instructions necessary for shipment or for delivery shall not have been received by Exactmer Ltd from Customer at least fourteen (14) days before the scheduled date of shipment, Exactmer Ltd shall not be liable for any delay in delivery resulting from such delayed instructions and shall have the right to cancel any proposed shipment in connection with which the necessary instructions have not been received.

### **Warranty**

Exactmer Ltd makes no warranties in regard to any Products hereunder, except that the Products shall conform to the certified test specifications as in effect at the time of shipment or as incorporated herein. EXACTMER LTD MAKES NO OTHER WARRANTIES WHETHER AS TO THE FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE AND EXPRESSLY EXCLUDES ANY WARRANTIES THAT ARE OR MAY BE IMPLIED BY LAW. Customer and Exactmer Ltd agree that the only terms applicable to the sale of the Products shall be those contained in these Terms and Conditions of Sale.

### **Maximum Liability**

Maximum liability, if any, of Exactmer Ltd for any reason including, without limitations, failure of the Products to meet specifications, non-delivery, shortage or improper delivery, shall be limited to the amount of the purchase price payable with respect to the Products in dispute, or at Exactmer's option, Exactmer Ltd may replace or repair any non-conforming Products when a quality claim is made. Customer shall make its claim to Exactmer Ltd in writing within thirty (30) days of receipt of the allegedly defective Products and shall, at Exactmer's request, return the Products to Exactmer Ltd in the same condition received by the Customer. In no event will Exactmer Ltd be liable for any incidental or consequential damages unless such damages are the sole and direct results of undisputedly defective Products sold by Exactmer Ltd to the Customer.

**Force Majeure**

Exactmer Ltd will be relieved from its obligations and the consequences of any non-performance in all cases of force majeure, defined herein to include, without limitation, labour troubles, strikes, fires, accidental floods, wars, or shortage of transportation or materials or energy, governmental acts or requirements and any and all like or different causes beyond the control of the parties hereto. Exactmer Ltd shall be relieved of its obligations hereunder if unpredictable circumstances cause performance to become an economic hardship. Exactmer Ltd may during any period of force majeure or economic hardship, as herein defined, allocate the available supply of Products amongst its customers in such a manner as may be deemed equitable in the sole judgement of Exactmer Ltd. In the event of permanent force majeure, as herein defined, Exactmer Ltd shall be released from its obligations to the Customer without further liability. In the event of a temporary force majeure, the delivery date for the Products shall be extended accordingly.

**Arbitration and Governing Law**

The law governing the contract shall be the law of England.

**Acknowledgements**

If the goods supplied hereby by Exactmer Ltd are used in any work which is published, or submitted for publication, in any forum, including, but not limited to, conferences, seminars, internet publications, academic journals, magazines, newspapers, and any other public media not explicitly described above, the authors of this work undertake to include reference to Exactmer Ltd as the supplier of these products, and to include in the publication the Exactmer Ltd website (<https://exactmer.com/>) and other company details as appropriate.