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## Chemical Manufacturing

### Terms and Conditions of Sale

ACES Pharma Inc ("Seller") will supply the chemical ("Product") or service required by the buyer ("Buyer") subject to the terms and conditions below. The placing of a purchase order implies acceptance of these terms and conditions. ALL SALES ARE ACCEPTED AND SHIPPED STRICTLY SUBJECT TO THESE TERMS AND CONDITIONS. AND NO OTHER TERMS AND CONDITIONS PRINTED ON BUYER'S PURCHASE ORDER OR OTHERWISE, SHALL BE APPLICABLE TO YOUR ORDER.

#### 1. Prices

All prices are shown in U.S. dollars and are subject to changes without prior notice. Confirmation of our current price will be made by email when you place your order. Written price quotations are valid for 30 days

#### 2. Taxes and other charges

Sales tax, use tax, duty, custom, or any other tax, fee or charge imposed by any governmental authority on the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. 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, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

#### 3. Payment

The payment term for credit accounts is NET 30 DAYS from the invoice date unless otherwise agreed in writing. The Seller reserves the right to request advance payment at its discretion. 1.5% per month finance charge will be applied to an account for overdue invoices. For first time customers, payment in advance may be required until credit has been established. For overseas transactions the Buyer shall pay all of the Seller's banking charges. The Buyer shall not be entitled to withhold or set-off payment for the Products for any reason whatsoever.

#### 4. Shipping

Products are shipped via Fedex 2Day service unless customers specify their carrier of choice. Unless specified, the customer is responsible for all shipping and handling charges. For international shipments, in addition to shipping charges, the customer is responsible for any applicable tariff and VAT charges. In general, the point of origin is Branford CT, USA. Title to the shipment passes to the customer upon delivery to the carrier.

The Seller reserves the right to refuse sale of products to individuals and customers on credit hold.

### **5. Returns**

Goods may not be returned for credit without prior authorization and shipping instruction from the Seller. The Buyer shall inspect goods immediately upon receipt and inform the Seller promptly of any damage or discrepancies. Should an item be shipped to you incorrectly, as the result of an error on our part, we will take quick and appropriate action to correct the problem.

**All claims for replacement or credit must be made within 10 days of receipt of goods.** 20% processing fee may be imposed on items returned due to the Buyer's error.

All items approved for return must be in unused and resalable condition. Seller cannot accept for return any open chemicals, custom products or special orders, refrigerated or frozen products, or products missing labels.

### **6. Order change or cancellation**

Orders arising hereunder may be changed or amended only by written agreement signed by both the Buyer and the Seller. Buyer may cancel an order only by providing actual notice to ACES Pharma prior to the start of PRODUCT production, Cancellation of an order during PRODUCT production shall result in a charge of thirty-five (35) percent of the cost of the original order. UPON COMPLETION OF PRODUCTION FOR AN INDIVIDUAL PRODUCT, NO CANCELLATION OF AN ORDER SHALL BE ALLOWED.

### **7. Warranty**

ACES PHARMA warrants material of said quality at the time of sale. It is the sole responsibility of the customers to determine the adequacy of all materials for any intended or specific purpose or use. This warranty applies only to products in original packing and does not apply to a product which has been tampered with or altered in any way, or which has been misused in any manner or damaged by accident or negligence, or which has been used by the Buyer with the failure to follow the instructions, if any, furnished by the Seller. All claims must be received in writing (by fax or email) within net 10 days from the date when product arrive at the destination and failure to do so shall constitute a waiver by buyers for any and all such claims. Prior authorization by ACES PHARMA is required for all items to be returned.

### **8. Conditions for Use**

All products are for research and development laboratory use only, not for human or animal application, and should be handled only by competent, suitably trained persons, familiar with laboratory procedures and potential chemical hazards. All compounds are supplied on the condition that the customer alone accepts total responsibility for their use and any misuse, and for safe disposal of all such compounds.