

## Terms and Conditions of Sale

### CHESS Chemische Entwicklungs- und Synthese-Service GmbH

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### Payments

Wire transfer: – deduction of bank fees is not allowed, otherwise we raise a charge.  
Cheques can be accepted. Charge USD 30.00/EUR 20.00.

### Terms and Prices

Terms are Net 30 Days  
Prices are EXW and are subject to change without notice. Freight charges are prepaid and added to the invoice unless otherwise specified by the customer.

### Shipping

We ship e.g. with FedEx (world wide) or GLS (Europe). If you have an account with FedEx or DHL and would like us to ship collect, please provide your account number for that carrier when you place your order.

### Patents

CHESS' products may be covered by use or application patents. CHESS does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any German or foreign patent or patent application covering the product itself or the use thereof in combination with other products or in the operation of any process. The buyer is responsible for any patent infringement resulting from his use of our products.

### Returns

Return shipments will not be accepted unless we have given prior permission and complete shipping instructions. Returns will not be accepted after sixty days from the original ship date.

### Warranty Disclaimer

No warranties by seller (other than warranty of title as provided in the uniform commercial code) shall be implied or otherwise created under the uniform commercial code, including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

### Limitations on Consequential Damages and Indemnification

Purchaser acknowledges that there may be hazards associated with the use of certain products offered. Purchaser agrees that their personnel concerned with any such product are aware of the hazards and assumes all responsibility for the warning of their employees and independent contractors of all hazards to persons and property in any way connected with the products, and purchaser agrees to instruct their employees, agents and customers to use safely such product. Purchaser also assumes all responsibility for the results of using any product offered in combination with other articles or substances, and in any manufacturing process, and for the ultimate safe disposal of the product in accordance with applicable laws.

CHESS' sole obligation and the purchaser's exclusive remedy with respect to products proved to CHESS' satisfaction to be defective or nonconforming shall be return of such products to CHESS, and refund of the purchase price actually paid therefore by the purchaser. CHESS shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to goods sold or technical services rendered by CHESS, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, CHESS specifically disclaims any liability for property or personal injury damages penalties, special or punitive damages, damages or lost profits or revenues, loss of use of product or any associated equipment, cost of capital, cost substitute products, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claims of the purchaser's customers or any third party for any such damages. CHESS shall not be liable for and disclaims all consequential, incidental and contingent damages whatsoever.

The purchaser shall indemnify CHESS from and against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that CHESS may sustain or incur as a result of any claim of breach of contract, tort (including negligence, breach of implied warranty, strict liability in tort) or other theories of law, by the purchasers, its officers, agents or employees, its successors and assigns, and its customers, or other persons, whether direct or indirect, in connection with the use of the product furnished hereunder.

### TSCA (USA only)

Buyer acknowledges that CHESS' products are sold solely for research and development, and that he will use the products in accordance with all applicable government regulations, including but not limited to those described herein. Buyer acknowledges that he is familiar with the provisions of the Toxic Substances Control Act exemption for research and development found in 40 CFR 720. Buyer agrees to notify CHESS in writing if his use of CHESS' products is for manufacturing as defined in the Toxic Substances Control Act. Buyer further agrees not to use CHESS' products in manufacturing unless and until buyer and CHESS have ascertained that the product is listed in the TSCA Inventory List or that a pre-manufacturing notification has been filed and approved by the United States Environmental Protection Agency.

### Technical Data

The physical properties and other data contained in this catalog or technical sheet provided by CHESS are obtained from our own data and from literature references. CHESS assumes no responsibility for the accuracy or completeness of such data. Buyer agrees that he has the responsibility to fully determine the accuracy and completeness of any technical data concerning any product or use.

### Conditions of Sale

CHESS accepts buyer's orders solely upon the terms and conditions stated herein, unless buyer stipulates any other different or additional terms or conditions, in any form whatsoever, not withstanding. Acceptance of buyer's orders is expressly conditional on buyer's acceptance of these terms and conditions.