



Equinox Chemicals, LLC Terms and Conditions of Sale

1. ACCEPTANCE OF TERMS

ALL ORDERS ARE ACCEPTED AND SHIPPED STRICTLY CONDITIONED UPON EQUINOX CHEMICALS, LLC'S ("EQUINOX CHEMICALS," "our," or "we") GENERAL TERMS AND CONDITIONS AND UPON PURCHASER'S ASSENT THERETO. NO OTHER TERMS AND CONDITIONS PRINTED ON PURCHASER'S PURCHASE ORDER OR OTHERWISE, SHALL BE APPLICABLE. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON EQUINOX CHEMICALS UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF EQUINOX CHEMICALS PRIOR TO THE ACCEPTANCE OF SAID ORDER BY EQUINOX CHEMICALS.

2. TERMS AND PRICES

All orders are shipped FOB Purchaser's shipping point. Current standard published shipping charges will be added to the invoice when your order indicates the freight terms are pre-pay and add. A current copy of these standard published shipping charges is available upon request. Your order may be subject to handling charges. Equinox Chemicals can also ship freight collect, if desired. All prices are listed in US dollars. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. In cases where the selling prices have changed significantly, Equinox Chemicals will contact you for approval prior to shipping your mailed, faxed, or electronically-transferred order.

3. ORDER CHANGES/ CANCELLATIONS

No change by Purchaser of any term or condition of this contract or any of Equinox Chemicals' rights or remedies hereunder shall be binding on Equinox Chemicals, nor shall the order hereby acknowledged be changed or canceled by Purchaser unless approved in writing by an authorized officer of Equinox Chemicals, Inc. There are no representations, agreements, promises, or understandings between Purchaser and Equinox Chemicals that are not expressed herein.

4. METHOD OF SHIPMENT

All products will be shipped f.o.b. Equinox Chemicals' plant or shipping point. Delivery of the product/order to the carrier at Equinox Chemicals' shipping point shall constitute delivery to Purchaser and Purchaser shall bear all Title and risk of loss shall pass to Purchaser upon delivery to the carrier. Unless otherwise directed by Purchaser in writing prior to the date of shipment, Equinox Chemicals may select any reasonable method of shipment. Whenever possible, Equinox Chemicals will ship products by the method specified on your order. Equinox Chemicals work closely with United Parcel Service, Federal Express, DHL, or common or standard freight companies and find we can service you best when using these carriers. Equinox Chemicals will be happy to utilize other carriers based on your written instructions /requirements; however, Equinox Chemicals must reserve the right to alter these instructions for hazardous materials covered by the United States Department of Transportation. In such cases, Equinox Chemicals will select the most appropriate and cost effective method. Additional expenses and delays in shipment may be experienced when deviating from standard carriers. Certain poisonous, reactive, corrosive or other chemicals may require a barrier bag, steel can, and/or other special packaging for shipment. There will be additional charges for these packages. Equinox Chemicals will advise Purchaser of the charges at the time the order is placed. Equinox Chemicals strive to minimize these costs through efficient packaging. For Orders not contemplating shipment by Equinox Chemicals, risk of loss shall in all cases pass to Purchaser upon Equinox Chemicals' tender of delivery.

Equinox Chemicals reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of Purchaser's obligations to accept remaining deliveries.

5. DELAY; FORCE MAJEUR

Delivery dates are approximate, dating from the receipt of all information and Equinox Chemicals shall have no liability to Purchaser for Equinox Chemicals' delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, or other acts of God, explosions, vandalism, government

embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power transportation facilities or other similar causes beyond Equinox Chemicals' reasonable control. Under no circumstances shall Equinox Chemicals have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Equinox Chemicals' delay in delivering or failure to deliver any Order to Purchaser as agreed.

6. CLAIMS FOR LOST OR DAMAGED SHIPMENTS

Upon Purchaser's receipt of any order shipped hereunder, Purchaser shall immediately inspect said order and shall notify Equinox Chemicals in writing of any claim(s) of shortages, defects, or damages and shall hold said order for Equinox Chemicals' written instructions concerning disposition. If Purchaser fails to notify Equinox Chemicals within five (5) days after the order has been received by Purchaser, said order shall be conclusively be deemed to conform with the terms and conditions hereof and to have been irrevocably accepted by Purchaser.

7. RETURN SHIPMENTS

Some orders are not returnable to Equinox Chemicals, including, but not limited to, custom or special orders, materials, leaking or damaged chemicals, reagents past expiration date, items with missing or obliterated labels, parts or instructions, refrigerated or frozen materials and opened materials. Returned shipments cannot be accepted by Equinox Chemicals unless prior written arrangements have been made. If it is necessary to return any materials, contact Equinox Chemicals to obtain a return authorization number. REQUESTS FOR RETURN AUTHORIZATION NUMBERS MUST BE MADE WITHIN FIVE (5) DAYS OF PURCHASER RECEIVING THE ORDER. Only items authorized by Equinox Chemicals for return will be accepted. Final disposition of returned goods will be made only after receipt and inspection of goods by Equinox Chemicals. Collect shipments will not be accepted unless previously authorized. Hazardous goods must be shipped in compliance with all applicable Department of Transportation regulations. Material must be received on or before the Return Authorization expiration date. Material returned requiring disposal may incur additional charges. Approval and/or acceptance of returned goods does not constitute waiver of any amount(s) due to Equinox by Purchaser.

8. USES AND PATENTS

Equinox Chemicals makes no representation, warranty or indemnity of any kind, express or implied, as to merchantability, fitness for a particular purpose, including without limitation fitness for use in applications involving contact with the human body, consumption, or any other matter with respect to such products, whether used alone or in combination with other substances, even if the purposes of uses of such products are known by Equinox Chemicals or if Equinox Chemicals had any involvement in your analysis of the purposes or uses in such products alone or in combination with other substances. Equinox Chemicals shall not be liable for prospective profits or consequential damages resulting from the use of this product. This order is NOT intended for use as drugs, food additives, cosmetic, household chemicals, or other applications/use until such time as Purchaser has tested the order/product and determined to Purchaser's own satisfaction that said order is suitable for Purchaser's intended use and application. It is imperative that the Purchaser test this order to determine to Purchaser's own satisfaction, whether said order is suitable for their intended uses and applications. Technical assistance and further information is available on request to Equinox Chemicals. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. No license is implied or in fact granted under the claims of any patent.

9. PURCHASER ACKNOWLEDGEMENTS

Purchaser acknowledges that the products have not been tested by Equinox Chemicals for safety and efficacy in food, drug, medical device, cosmetic, household chemical, agricultural, commercial or any other use. Purchaser expressly represents and warrants to Equinox Chemicals that Purchaser will properly test, use, manufacture and market any products purchased from Equinox Chemicals and/or materials produced with products purchased from Equinox Chemicals in accordance with the practices of a

reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and/or hereinafter enacted.

Purchaser has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Equinox Chemicals. Purchaser also has the duty to warn Purchaser's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Purchaser agrees to comply with instructions, if any, furnished by Equinox Chemicals relating to the use of the products and not misuse of the products in any manner. If the products purchased from Equinox Chemicals are to be repackaged, relabeled or used as starting material or components of other products, Purchaser will verify Equinox Chemicals assay of the products. No products purchased from Equinox Chemicals shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.

Purchaser further warrants to Equinox Chemicals that any material produced with products from Equinox Chemicals shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be materials which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce. Purchaser realizes that, since Equinox Chemicals products are, unless otherwise stated, intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. Purchaser assumes responsibility to assure that the products purchased from Equinox Chemicals are approved for use under TSCA, if applicable. Purchaser has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Equinox Chemicals.

10. LIMITED WARRANTIES

Equinox Chemicals warrants that said order has been produced by Equinox Chemicals is free of defects in materials, workmanship, and design, and will meet the specifications set forth by Purchaser in placing the order. Equinox Chemicals warrant title as provided in the Uniform Commercial Code. EQUINOX CHEMICALS MAKE NO OTHER REPRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO OUR PRODUCTS, WHETHER USED ALONE OR IN CONNECTION WITH ANY OTHER SUBSTANCE.

11. LIMITED LIABILITY/PURCHASER'S INDEMNITY

Claims for rejected, non-conforming product, or any other claim against us, must be made in writing and must be received and acknowledged by us in writing within five (5) days of Purchaser's receipt of the product in question. Any claims not satisfying this condition shall be deemed waived. Upon the approved return of any such product, Equinox Chemicals shall have the option to replace such product with conforming product or to return the purchase price to Purchaser, at our sole discretion. PURCHASER'S EXCLUSIVE REMEDY, FOR ANY CAUSE OR CLAIM WHATSOEVER, INCLUDING BUT NOT LIMITED TO ALLEGED BREACH OF WARRANTY, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL BE FOR MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PRODUCT IN RESPECT TO WHICH THE CLAIM IS MADE. IN NO EVENT SHALL EQUINOX CHEMICALS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURCHASER'S CLAIM IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN CONSIDERATION OF THE SALE OF PRODUCT TO PURCHASER, WHICH SALES EQUINOX CHEMICALS WOULD NOT OTHERWISE MAKE, PURCHASER AGREES TO INDEMNIFY AND HOLD US HARMLESS FROM ALL CLAIMS, EXPENSES, LOSSES AND LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF PURCHASER'S HANDLING AND/OR USE OF PRODUCT, WHETHER USED ALONE OR IN COMBINATION WITH ANY OTHER SUBSTANCE.

12. MATERIAL SAFETY DATA SHEETS

Each shipment of chemicals and/or pure elements is accompanied by a Material Safety Data Sheet in compliance with

OSHA Hazard Communication Standard. If one is not immediately available, a copy will be sent via mail as soon as possible. Equinox Chemicals strongly recommend that Purchasers use this information to ensure proper use and that the health and safety of all are protected. Equinox Chemicals furnish the information on each Material Safety Data Sheet without warranty.

13. TECHNICAL SERVICE

At your request, Equinox Chemicals may furnish technical assistance and information with respect to our products. Unless otherwise agreed, all such technical assistance and information will be provided and you, as the user, assume sole responsibility for results obtained in relying on this information. Equinox Chemicals make no warranties of any kind or nature with respect to technical assistance or information provided. Any suggestions by us regarding use, application, or suitability of the products shall not be construed as an express or implied warranty. Equinox Chemicals strive to keep all technical discussions confidential; however, we can NOT guarantee this.

14. HAZARDS

All of Equinox Chemicals' products should be handled only by qualified and trained individuals. In purchasing these products, the Purchaser acknowledges that there are hazards associated with their use. Purchaser represents and warrants to us that from Purchaser's own independent review and study it is fully aware and knowledgeable about (a) the health and safety hazards associated with the handling of the products purchased; (b) industrial hygiene controls necessary to protect its workers from such health and safety hazards; (c) the need to adequately warn of health and safety hazards associated with products; and (d) government regulations regarding the use of and exposure to such products.

15. TOXIC SUBSTANCE CONTROL ACT (TSCA)

Equinox Chemicals do not warrant that all our products are listed in the chemical substances inventory under the Toxic Substances Control Act. The Purchaser assures the use of our products will be in full compliance with the act and its regulations.