

Interpretation

The definitions and rules of interpretation in this condition apply in these conditions:

Buyer: the person, firm or company who purchases the Goods from the Company.

Company: Organochem Ltd., Margit körút 42. II./2., H-1027 Budapest, Hungary.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Terms and Conditions of Sale

Buyer hereby agrees to purchase the Products subject to these terms and conditions. No variation of these terms and conditions will be binding on Organochem, unless agreed to in writing and signed by an officer or other authorized representative of Organochem.

Delivery

Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

All products are shipped by FedEx, DHL (world wide) or TNT (Europe) unless otherwise noted. Shipping charges are prepaid by Organochem and added to the current invoice, unless, by prior arrangement, in this case Buyer will be charged extra for postage. Buyer has provided Organochem with a valid Federal Express account, in which case such Buyer account will be used. Any kind of tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Company and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, Buyer will

reimburse it to Company therefor, or, instead, Buyer will provide to Organochem an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge at the time the order is submitted.

Organochem shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Company's reasonable control, including, without limitation, unsuccessful reactions, acts of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Organochem's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Non-delivery

The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 30 days of the date when the Goods would in the ordinary course of events have been received. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

Risk/Title

Unless otherwise agreed in writing by the Company, the Goods are at the risk of the Buyer from the time of delivery. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of: Goods and all other sums which are or which become due to the Company from the Buyer on any account.

Until ownership of the Goods has passed to the Buyer, the Buyer shall: hold the Goods on a fiduciary basis as the Company's bailee; store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of

the Company. On request the Buyer shall produce the policy of insurance to the Company. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

Invoicing and Payment

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 Contract. Company reserve the right to amend any errors or omissions contained in a quotation and charge. Such amendments will be referred to Buyer to reconfirm the Contract. Terms of sale are net 30 days of date of invoice, unless otherwise stated. Accounts 30 days past due may be subject to a 5% per month late charge on the outstanding balance. In the event that Buyer defaults in the payment of the purchase price or otherwise, of this or any other order, Company, at its option, without prejudice to any other of Organochem's lawful remedies, may defer delivery, cancel this Contract, or sell any undelivered products on hand for the account of Buyer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Buyer agrees to pay the balance then due to Company on demand. Buyer agrees to pay all costs, including, without limitation, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof. Organochem reserves the right at any time to require payment in advance of shipment. Organochem accepts payment by check, wire transfer and credit card.

Changes

Orders may be changed only by written agreement signed by both Buyer and Company within two (2) days of placing an order. Buyer may not cancel this order without Company's prior written approval. In such cases, Company will advise Buyer of the charge for such cancellation, and Buyer agrees to pay these charges.

Pricing

Prices shown are in euro (EUR). Organochem may update prices from time to time and without prior notice. Please contact us for current prices if you require this information prior to placing your order. We guarantee our written quotations for 30 days. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

Returns

Products, empty packages and waste of our Products may not be returned without our prior acceptance. Returns will not be accepted after sixty days from the original ship date. Product return or disposal will be compliant with all applicable laws and regulations.

Quality

All purity definitions for the Company's products are indicative and therefore subject to change, please visit to the Organochem's website for latest specification. Unless otherwise noted, Certificates of Analysis are only supplied with semi-bulk and bulk orders and not with catalogue-listed quantities. Should Buyer require a certificate of analysis for a catalogue listed compound, Organochem reserve the right to make a charge for this document. No return of chemicals will be accepted where Buyer have imposed your own quality parameters unless these have been stipulated on the order and agreed to in writing by Organochem.

Technical Data

The physical properties and other data contained in this catalog, in our site or technical sheet provided by Organochem are obtained from our own data and from literature references. Company 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.

Warranties

All claims are warranted for a period of one (1) year after shipment (the “Warranty Period”) that its products shall substantially conform to the description of such products as provided to Buyer by Organochems, analytical data sheet or other literature. Company’s warranties made in connection with this sale shall not apply if Organochem has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Organochem.

Company shall not in any event be liable for incidental, consequential or special damages of any kind resulting from any use or failure of the products, even if Organochem has been advised of the possibility of such damage including, without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, loss of products of buyer or other use or any liability of buyer to a third party on account of such loss, or for any labor or any other expense, damage or loss occasioned by such product including personal injury or property damage unless such personal injury or property damage is caused by Company’s gross negligence.

Right of withdrawal

The Buyer may cancel the contract without giving any reason within 14 working days of receipt of the ordered product. When exercising the right of withdrawal, a clear statement of intention of cancellation is required to be sent to the SCompany. In case of cancellation, Buyer is obliged to return the ordered goods within 14 days to the Company's address. The product is sent back to the Company incurs the cost of sending the customer. In accordance with government regulation, after the return of the product, Organochem will refund the purchase price of the product to the consumer within 30 days.

Patents

Organochem’s products may be covered by use or application patents. Organochem does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any Hungarian 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.

Buyer's use of products

Buyer acknowledges that Organochem products are intended for laboratory research purposes only and are used in accordance with all applicable government regulations, including but not limited to those described herein. Buyer warrants to Organochem that any material produced with products from Organochem shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be introduced into interstate commerce in violation of such Act.

Buyer (USA only) acknowledges that he is familiar with the provisions of the Toxic Substances Control Act (TSCA) exemption for research and development found in 40 CFR 720 and involves in using products purchased from Organochem. Buyer agrees to comply with instructions, if any, furnished by Organochem relating to the use of the products and not misuse the products in any manner. No products purchased from Organochem shall, unless otherwise stated, be considered to be cosmetics, drugs, foods or medical devices.

Buyer's Representations and Indemnity

Buyer represents and warrants that it shall use all products ordered herein in accordance with Paragraph "Buyer's Use of Products", and that any such use of products will not violate any law or regulation. Buyer shall notify Organochem in writing within fifteen (15) days of Buyer's receipt of knowledge of any accident, or incident involving Organochem's products which results in personal injury or damage to property, and Buyer shall fully cooperate with Organochem in the investigation and determination of the cause of such accident and shall make available to Organochem all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Company and any investigation by Company of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Organochem.

Applicable Law

All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by Hungarian Law.