

## **TERMS & CONDITIONS**

### **Principles and Scope:**

These General Terms and Conditions of Sale ("Terms") shall govern all orders for and purchases of products and services from RS Synthesis LLC ("RS Synthesis"), unless other terms are specifically designated by RS Synthesis to apply to a specific product or service or sales in a jurisdiction located other than in North America, or RS Synthesis and buyer have entered into a master purchase agreement or other written agreement that expressly provides that its terms supersede and replace these Terms with respect to the products or services covered by the master purchase or other agreement.

### **Shipping & Delivery:**

RS Synthesis LLC utilizes standard overnight or two-day Federal Express delivery (or equivalent). We will pre-pay and add the shipping charges to the invoice as separate items.

Standard shipping costs are as follows:

USA - \$35

Canada - \$55

International - \$75

RS Synthesis LLC reserves the right to make delivery in installments. All such installments are to be separately invoiced and paid for when due per invoice.

To ensure stability of our products, we reserve the right to ship on blue or dry ice as needed.

RS Synthesis reserves the right to add a surcharge for any shipment made on blue ice or dry ice.

Blue ice:

USA - \$10

Canada - \$15

International - \$30

Dry ice:

USA - \$20

Canada - \$25

International - \$40

### **Orders:**

Orders may be placed online or by e-mail, fax, telephone or postal mail.

Offers and orders placed verbally or by electronic transmission shall only become legally binding if they have been confirmed via a sales confirmation from RS Synthesis.

Project will not start until a sales order confirmation is issued to the customer.

Once an order has been placed, customer is responsible for any costs associated with changes to the order that occur post-sale.

### **Prices:**

Unless explicitly stated otherwise, all prices are quoted in US Dollars. Prices do not include sales tax. RS Synthesis reserves the right not to fulfill orders in the unlikely event the product can no longer be made or the customer is in arrears with any payment. Custom quotes are valid for 30 days from date of issuance.

**Inspection and Returns:**

Upon customer's receipt of goods shipped hereunder, customer shall inspect the goods and notify our Customer Services Department of any claims for shortages, defects or damages. If customer fails to so notify us within three days after customer receives the goods, the goods shall conclusively be deemed to conform to these conditions and to have been irrevocably accepted by customer. Authorization for all product returns must be approved by RS Synthesis and a return authorization number given to customer prior to the return of goods. Not all items will be authorized for return, due to temperature and packing requirements. Items authorized for return must arrive at our facilities in a state satisfactory for resale to be eligible for product credit. RS Synthesis reserves the right to charge a fee on returned goods for re-assaying and restocking. All returns are subject to a 20% restocking charge.

Shipping charges will not be credited. Goods may not be returned for credit after 20 days after customer's receipt of the goods.

**Warranty:**

RS Synthesis LLC warrants materials to be of the stated quality at the time of sale. The buyer assumes all the responsibility for the use and handling of the product or any liability for consequential, special, indirect or incidental damages resulting therefrom.

RS Synthesis LLC's sole obligation is to replace the material up to the amount of the purchase price. This applies only to the product in their original containers and does not apply to a product which has been tampered with or altered in any way or which has been misused or damaged by accident or through negligence.

RS Synthesis LLC guarantees the purity, identity and content of the delivered products according to the results of the analytical data sheet of the lot in question. However, it remains the sole responsibility of the buyer to determine the suitability of all materials for any intended or specific purpose of user prior to use (this includes biological activity of the peptide). RS Synthesis makes no warranties as to use for an intended or specific purpose, unless previously expressly agreed in writing.

RS Synthesis agrees to offer its customers technical support to the best of its knowledge. All proposals by the vendor for the use, application or suitability of the products shall not be interpreted as an explicit guarantee of success.

The buyer shall test the goods immediately upon receipt to determine whether the condition and quantity of the goods conforms to the applicable contractual agreement. Complaints in respect of deficiencies which are detected at the time of testing of the product must be lodged within 8 days of receipt of the goods. The complaint shall be submitted in writing with the name of the product, the lot number and the invoice number.

If the buyer lodges a complaint of deficiency or of inconsistency in good time, and if the complaint is justified, the buyer shall receive a replacement delivery. If the replacement delivery is also nonconforming to the prior contractual agreement, then the buyer has the right to demand the revocation of the contract.

Products which are the subject of complaint may be sent back only with RS Synthesis's agreement and shipping arrangements for the return must be agreed upon by RS Synthesis in advance. Our liability is limited in each case to the value of the supplied goods.

**Terms of payment:**

For US customers, unless otherwise agreed in writing, RS Synthesis invoices are payable within 30 days from the invoice date without deduction. Overdue accounts are subject to a 1.5% monthly service charge (18% annual, or the highest possible rate, according to applicable law).

For first-time non-US customers, prepayment is required.

Discount deductions on invoices are not allowed. Reductions in our invoices may not be made without a credit invoice or note and if made without a credit invoice or note, shall be considered a late or short payment.

In the case of a new business relationship or for other reasons, RS Synthesis may request prepayment or other securities as it sees fit.

**Indemnification:**

Customer indemnifies RS Synthesis for any claim or expense arising out of customer's use of any products, data, results, documentation, information, records, protocols and reports generated as a result of the performance of this service by RS Synthesis, unless such claim is attributable to RS Synthesis's negligence or willful misconduct.

**Use and liability:**

RS Synthesis products are intended for laboratory and research purposes only and are not intended for humans or animals. Any exceptions are appropriately labeled.

RS Synthesis expressly forbids the distribution of dangerous substances to private persons. The absence of a hazard warning sign does not indicate that the product concerned is harmless. RS Synthesis shall therefore not accept any liability for damage that could arise from the inappropriate handling or from any use in household applications or in humans and animals. RS Synthesis shall likewise not accept any liability for damage (to any property or person) that arises from handling or storage of the products.

The customer shall be fully responsible for the intended use of the products, especially for judging the fitness of the products for such use, and for obtaining all respective legally required authorization. RS Synthesis takes no responsibility for the safety and efficacy of the products. If national or international laws or regulations are applicable to any shipment, including delivery, storage, processing or trading with certain products, then these shall be appropriately observed by the buyer.

**Patent claims, protection rights:**

The use of trademarks in offers does not provide for the use of such trademarks. Permission for such use must always be obtained from RS Synthesis by the buyer in advance and in writing. RS Synthesis does not offer any guarantee that the use or resale of our products will not violate the protection or patent rights of third parties.

### **Additional Terms:**

**Partial Shipments:** In rare situations, the first synthesis and purification of a peptide may not yield the full quantity or desired purity. To help minimize research delays, we will utilize partial shipments, with the remaining balance to follow as soon as possible. Please notify us if you prefer all peptides to be delivered at the same time.

**Held Shipments:** Please be advised that customers requesting multiple peptides held for a complete order shipment will be invoiced for each peptide as it is completed. Normal 30 day payment terms will apply.

**Peptide Content:** Peptides are shipped according to gross weight, unless requested otherwise by the client. Gross weight is the actual weight of lyophilized product. This product may include residual water and/or salts from the counter-ions accumulated during the production process. If net peptide (actual peptide content) is desired, please specify when requesting a quotation.

**Peptide Purity:** Please note that we are unable to guarantee peptide purity for non-HPLC peptides. The purity of these peptides is sequence dependent and varies from sequence to sequence.

**Shipment Conditions:** Unless requested otherwise by the client, most lyophilized compounds will ship at room temperature. Liquid conjugations or those products that should be maintained at 4° Celsius, will typically ship on ice-packs. Material that must remain frozen during shipment (i.e. antibody serum, etc.) will ship on dry-ice. If special shipping instructions are required for a particular order, please advise RS Synthesis in advance as to the specific shipping instructions. Storage information is available upon the client's request.

**Cancellation policy:** In general, peptide synthesis is initiated the same day the order is placed with RS Synthesis. A cancellation fee will apply to all peptides cancelled after synthesis has been initiated. This fee will depend upon the particular sequence and portion of the project completed prior to cancellation. The minimum cancellation fee for a peptide in production will be \$150.

**Multiple Peptide Orders:** For multiple peptide orders, peptides are shipped as they become complete, to avoid any delays to the researcher. RS Synthesis must be notified prior to shipping if the peptides under a multiple peptide order are to be held and all shipped at the same time.

**Payment Terms (Domestic and Current International Customers):** Net 30 Days; F.O.B. Louisville, KY. Please reference this quotation when placing an order. All orders must be accompanied by a purchase order (or credit card number) and approval of the quotation. 2% Discount for payment within net 10 days.

**Payment Terms (New International Customers):** RS Synthesis must receive payment in full prior to shipping any products to first time international clients. Payment terms for subsequent orders can be negotiated with management, but usually standard net 10-30 day terms are acceptable. All orders must be accompanied by a purchase order (or credit card number) and approval of the quotation.

**KY Sales Tax:** All orders shipped within the state of KY will be charged sales tax unless customer provides RS Synthesis a certificate of exemption.