



NEW ACCOUNT APPLICATION

Company name: _____ Date: _____

Bill to Address:

Street: _____

City: _____ State: _____ Zip Code: _____

Ship to Address (if different):

Street: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Accounts Payable Contacts:

Name: _____ Phone Number: _____

Company Information:

Year Established: _____ Federal Tax ID Number: _____

Nature of Business: _____ Company Web Address: _____

VDM BIOCHEMICALS LLC: 5386 Majestic Parkway, Unit-9, Bedford Heights, OH 44146

Phone Number: 1-440-786-9400 Fax Number: 1-440-786-9410

Email: sales@vdm.bio.com



Please check the appropriate box for your organization:

- University
- Research Institute
- Biotech
- Federal Government _____ (please specify)
- State Government – State: _____ (please specify)
- Other _____ (please specify)
- Hospital
- Pharmaceutical

Completed application should be sent to sales@vdmbio.com or faxed to 330 252 8171
Your application will be processed and an account number generated within 12 hours of receipt of the above details.

You may place orders one of three ways:

- 1) Contact our sales department at sales@vdmbio.com
- 2) Fax your order to 330 252 8171
- 3) Via our Website at www.vdmbio.com

By signing this Application you agree that you have read and accept our Terms and Conditions (See Terms and Conditions attached, also available on our Website at www.vdmbio.com)

(Signature) (Title)

(Printed Name) (Date)

(Email address)

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TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF TERMS --- In these General Terms and Conditions (the "Conditions") "we," "us," and "our" means VDM BIOCHEMICALS that is processing this order or purchase of goods , and "you", and "your" means the person, company or other legal entity that orders or buys goods from us and in each case their respective successors and/or assigns. We are shipping these goods subject to these Conditions. These Conditions, including all writings incorporated herein by reference, any quotation issued to you by us, and those specific terms of a purchase order or other document that are either consistent with these Conditions or expressly agreed upon by us in writing, constitute the entire contract between us (the "Contract"), and supersede all prior agreements and understandings between us, whether written or oral, relating to the subject matter hereof. In the event of a conflict, a quotation takes precedence over these Conditions, and a written contract signed by both of us takes precedence over either. If one or more of these Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Conditions shall be unimpaired.
2. PRICES --- The price in effect at the time of shipment will determine the billing price. We reserve the right to change prices without notice. All prices are subject to correction of errors; we reserve the right to adjust prices on orders during production due to changes in cost of materials, transportation or wages. Freight charges will be added to the invoice as a separate item. Any use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between us shall be paid by you in addition to the prices quoted or invoiced. If we are required to pay any such tax, fee or charge, you shall reimburse us or provide us at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
3. TERMS OF PAYMENT --- Payment shall be due thirty (30) days from the date of invoice in U.S. Dollars. If you default in making any payment to us when due, we, at our option and without prejudice to our other lawful remedies, may defer delivery or cancel the Contract, or sell any undelivered products on hand for the account of yours and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and you agree to pay the balance then due to us on demand. You agree to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by you in any of the terms hereof.
4. SHIPMENTS AND DELIVERY --- All orders will be shipped as instructed at time of order; preferably by express service. Best method of shipment will be used based on package size, weight, content and destination in accordance with D.O.T. regulations. Special or hazardous shipments may incur additional charges for packaging. Shipping costs and special packaging (shipment on blue ice/dry ice) are prepaid and are added to the invoice. Please inspect goods upon receipt and notify us of defects or shortage within five days. If you fail to so notify us after you receive the goods, the goods shall conclusively be deemed to conform to these Conditions and to have been irrevocably accepted by you. All delivery dates are estimates and the time of delivery shall not be of the essence. We reserves the right to rescind delivery or delivery deadlines in case of circumstances beyond our control, including but not limited to, situations and conditions for which customs, the customer, or the supplier of starting material is responsible. We reserve 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 you of your obligations to accept remaining deliveries.
5. CANCELLATION AND RETURN --- No returns can be accepted without prior approval by us. We must be notified within 5 days of receipt and quality complaints within 15 days. If the product does not conform to the specifications promised, we will replace the item at no cost to you if you can provide adequate documentation to support your claim. If the replacement still does not conform to the specifications promised we will refund you the complete cost of the material. All shipping costs and a 10% handling fee will be paid by you. Product must be received by us within 10 days after return has been authorized. In certain cases such as a return of dated products or shipments involving special handling, an additional fee may be required. No return of custom products will be authorized if product meets specifications agreed upon prior to shipment.
6. WARRANTY --- We warrant to you, our direct customer, that our goods shall conform substantially to the description of such goods as provided in our catalogues and literature accompanying the goods until their respective expiration dates or, if no expiration date is provided, for 6 months from

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the date of your receipt of such goods. THIS WARRANTY IS EXCLUSIVE, AND WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Our warranty shall not be effective if we determine, in our sole discretion, that you have altered or misused the goods or have failed to use or store them in accordance with instructions furnished by us. Our sole and exclusive liability and your exclusive remedy with respect to goods proved to our satisfaction (applying analytical methods reasonably selected by us) to be defective or nonconforming shall be the replacement of such goods free of charge, upon the return of such goods in accordance with our instructions. WE 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 WE HAVE 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 YOURS OR OTHER USE OR ANY LIABILITY OF YOURS 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 OUR GROSS NEGLIGENCE . If we manufacture custom goods for you based on instructions, specifications, or other directions you provide to us, we shall not be liable for the lack of sufficiency, fitness for purpose or quality of the goods to the extent attributable to such instructions, specifications, or other directions. We 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 our reasonable control.

7. COMPLIANCE WITH LAWS, REGULATIONS --- We certify that to the best of our knowledge our products are produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant thereto.

8. USE OF PRODUCTS --- Unless otherwise specified expressly on the packaging, all products sold hereunder are strictly for laboratory research purposes only and are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use, in foods, drugs, cosmetics of any kind or household use, medical devices, for the diagnosis or treatment of human beings, or for commercial purposes. You assume all risk and liability for the use and/or results obtained by the use of the products covered by this invoice whether used singularly or in combination with other products.

You expressly represent and warrant to us that you will properly test, use, manufacture and market any products purchased from us and/or materials produced with products purchased from us 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 hereinafter enacted. You further warrant to us that any material produced with products from us 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.

You realize that, since our products are, unless otherwise stated, intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. You assume responsibility to ensure that the goods purchased from us are approved for use under TSCA, if applicable. Consistent with your agreement to comply with all TSCA R&D substance exemption requirements applicable to the purchase, you agree and warrant that you will comply with all requirements necessary to maintain the R&D exemption, including using the R&D substance under the supervision of a technically qualified individual, maintaining all necessary labeling, and providing all necessary notifications. You also agree and warrant that you will use or sell (if otherwise so authorized) the R&D substance exclusively for R&D purposes or specified exempt commercial purposes. You specifically agree and warrant that you will not sell or distribute the R&D substance to consumers.

You have the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from us. You also have the duty to warn your customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. You agree to comply with instructions, if any, furnished by us relating to the use of the products and not misuse the

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products in any manner. If the products purchased from us are to be repackaged, relabeled or used as starting material or components of other products, you will verify our assay of the products. No products purchased from us shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.

9. INTELLECTUAL PROPERTY RIGHTS --- We do not warrant that the use or sale of the products delivered under will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process. Patent infringement if any is to be verified by you. Products protected by valid patents are not offered for sale in countries, where the sale of such products constitutes a patent infringement and its liability is at your risk. Products currently covered by valid patents are offered solely for R&D purposes under research exemption in accordance with 35 USC 271 (e) +A13 (1) in the US. Our products are to be used only in research experiments that will produce the types of information that are relevant to IND or NDA submissions with the FDA. By signing this agreement you agree to provide, if and when deemed necessary, documents to prove that the products was used only in research experiments that will produce the types of information that are relevant for IND or NDA submissions with the FDA.

If any claim is made against us for infringement of Intellectual Property rights of any third party as a result of (i) the manufacture or sale of goods based upon instructions, specifications, or other directions provided by you or (ii) your use or resale of goods purchased from us, you shall indemnify us, defend us and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result thereof. You shall fully cooperate with us in any investigation relating to any such claims and make available to us all related statements, reports and tests available to you.

10. INDEMNITY --- You represent and warrant that it shall use all products ordered herein in accordance with Paragraph No. 8 "Use of Products", and that any such use of products will not violate any law or regulation. You agree to indemnify and hold us harmless, our employees, agents, successors, officers, and assigns, from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort, or any other theory of law brought by you, your officers, agents, employees, successors or assigns, by your customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of our products, or by reason of your failure to perform its obligations contained herein. You shall notify us promptly of any incident involving goods sold pursuant hereto resulting in personal injury or damage to property, and you shall fully cooperate with us in the investigation of such incident and provide us with all related statements, reports and tests available to you.

11. TECHNICAL ASSISTANCE --- Unless otherwise agreed, all technical assistance and information we provide to you regarding the goods will be provided gratis, and you assume sole responsibility for results obtained in reliance thereon. We make no warranty regarding such technical assistance or information.

12. MISCELLANEOUS --- In the event that any of the provisions in this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions hereof. Waiver by VDM BIOCHEMICALS of any breach of this Contract shall not be construed as a waiver of any other breach, and the failure of VDM BIOCHEMICALS to exercise any right arising from any default of yours shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time. This Contract is not assignable or transferable by you without the written consent of VDM BIOCHEMICALS. This Contract shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns. This Contract shall be construed and interpreted solely in accordance with the laws of the State of Ohio, without regard to choice of laws principles, including international sales for which the Convention for the International Sale of Goods shall not apply.

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13. EXPORT --- This Contract shall be construed and implemented in compliance with the U.S. Export Administration Act of 1979, which restricts exports of certain Products and technology into certain countries, and all other applicable U.S. export controls. You agree, and shall cause each of your customers to agree, that it will not knowingly, either directly or indirectly, export or re-export the Products into those countries, end-users or end-uses described in CFR Title 15 unless you and/or such customers first obtain permission from the U.S. Bureau of Export Administration or other division as applicable. You agree and shall cause each of your customers to agree, that it will commit no acts which directly or indirectly violate any U.S. export control law, regulation, treaty or other international agreement to which the U.S. adheres or complies or any applicable export, import or other laws of any other jurisdiction and agrees to indemnify and to hold VDM BIOCHEMICALS harmless from any and all liabilities or costs incurred by VDM BIOCHEMICALS or its affiliates for any reason arising from or connected with any such violation, incurred intentionally or unintentionally.

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