

### Ordering

Please direct all orders to our corporate office by email or fax with Attention to Customer Service. Every order should list official Purchase Order, exact shipping and billing address; name, telephone number and e-mail of somebody at the receiving end. E-mail information is going to be used for order confirmation and auto shipment notices only. TimTec does not provide order receipt via fax. To prevent any duplication of orders, all confirming orders must be clearly marked as "copy". Minimum order for Nacalai Tesque products is \$150.00 (not including shipping).

### By making a purchase you(the customer) agree to the following:

I am taking full responsibility for any purchases (made now or in the future) of any product or service from TimTec. Without limiting the generalities foregoing, I am taking and accepting full liability for personal injury damages, punitive damages, lost profit or revenues, loss of use of product or equipment and any loss of property that may result from the purchase of product or services from TimTec. Furthermore, I agree to indemnify and hold harmless TimTec, its suppliers, agents, owners, shareholders and employees, as the case may be, for and against any and all losses, damages and expenses, including legal fees and other costs of defending any action that TimTec may sustain or which may occur as a result of any claim of negligence of contract or other claims or theories of law by myself, my officers, agents, or employees, my successors or assignees, my customers or other persons, whether direct or indirect in connection with the unsafe, improper or illegal use, or an unintended use of any chemical or product or services provided.

### Storage and Handling

The majority of the compounds in dry form can be transported and stored long-term under ambient temperatures unless stated otherwise by TimTec at the time of quotation/order. Keeping products in slightly cooler than room temperature, dark space is preferred. Once compounds are dissolved in DMSO, acceptable storage temperature would be -20C and -80C, for long-term storage. Solvent use, solvent/s composition as well as storage conditions are largely determined by assays and the specifics of product/s use. Compounds stability in DMSO might be affected by thaw-freeze cycles. TimTec is not responsible for any quality claims related to customers' in-house storage decisions. TimTec would advise consulting with reference materials on product handling and storage related to customers' particular

application.

### **Storage and Handling**

Domestic Shipping for individual compounds is \$30. International Shipping depends on FedEx/UPS quotation, package requirements and country of delivery.

### **Terms and Shipping**

Net 30 days, FOB Shipping Point. No minimum order charge is maintained, however, orders are subject to acceptance by TimTec. Payment by corporate VISA/MasterCard or Discovery card is also accepted. Every attempt will be made to ship your order as soon as possible as it is received. All items are shipped via UPS, FedEx, or other common carrier, insured at buyer's expense. Customers UPS or FedEx accounts could be used for collect shipping. Refrigerated items will generally not be scheduled for shipment on Friday, unless specifically requested by the customer. TimTec would act with due diligence in preparation and coordination of each shipment dispatchment under dry ice. TimTec is not liable nor does have any control over carrier in transit delays or any delays at customs may any of the delays result in product spoilage.

When a complete order cannot be shipped, a partial shipment will be made at our discretion. If partial shipments are unacceptable, please indicate when ordering. Even with the greatest of care, occasional damages do occur. If any damage is noted, the freight or express carrier should be notified immediately, and an inspection requested. Shipping cartons and packing materials must be retained until the claim is settled. Credit will be issued upon receipt of the proper claim support documents.

TimTec does not manufacture any storage solutions/vessels for products it sells. TimTec uses outside suppliers to source suitable for compounds, compounds collections, and other products storage solutions. TimTec is not responsible for any of its product damage related to storage solutions used for hosting and transporting individual compounds and compound library collections. TimTec offers standard storage solutions that are most of the time complimentary to purchased products. A customer is always welcome to ship vials, plates, or other compounds and compound library collections storage solutions to TimTec prior to orders processing.

### **Taxes and other charges**

Any value added tax, sales tax, excise tax, duty, customs, inspection or testing fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between the Seller and the Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event the Seller is required to pay any such tax, fee, or charge, the Buyer shall reimburse the Seller; or, in lieu of such payment, the Buyer shall provide the Seller, at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

### **Shortage**

Shortage claims should be made immediately upon receipt and inspection of material within 10 business days.

### **Return**

Upon confirmation and authorization, an item may be returned for prompt replacement or credit. All returns must be made within 30 days of the order date. We are unable to accept returns on items which have deteriorated as a result of incorrect storage, or which have become outdated.

### **Conditions**

All products bought from TimTec are for research and development purposes only and NOT FOR HUMAN OR ANIMAL CONSUMPTION. Research products properties are not fully investigated/known and should be handled by trained personnel only. Newly synthesized batches of products might slightly differ in chemical composition and activity from original batches or designs. TimTec encourages customers to perform thorough analytical and targets-interaction investigation for all active, no matter how pure, substances.

TimTec is making every effort to ensure the acceptable quality of its product while sourcing them from outside vendors or producing the products in house. TimTec performs routine spot checks and eliminates products with unacceptable quality from inventory. The company can not

still guarantee 100% quality coverage for each single item on the inventory list.

All prices and availability are subject to change without notice prior or after order placement.

### **Order Cancellation**

If an Order is cancelled after it has been placed and approved, the customer shall pay for all labor, materials and services involved. The cancellation fee is determined as follows:

- Compounds from Stock: 20% of the order price, minimum \$50
- Compound shipped from Overseas Stock: 30% of the order price, minimum \$100
- Custom Synthesis: 50% of the order price.

The cancellation fee can be waived in under some circumstances, for example when no labor or other costs have incurred prior to the cancellation.

### **Pricing or Typographical Errors**

While TimTec strives to provide accurate product and pricing information, pricing or typographical errors may occur. Such errors may occur on TimTec's Web Sites, in advertisements placed on TimTec's Web Sites or in circulars linked to TimTec's Web Sites. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, TimTec shall have the right, at its sole discretion, to refuse orders placed for that item. Prices and availability are subject to change without notice.

### **TimTec pure Natural Products Library, NPL**

TimTec pure Natural Products Library, NPL, includes primarily known natural compounds that are also available through a number of domestic and international commercial sources. The value of the library design is in the broad diversity of selected natural material available in screen-ready format. TimTec does not hold any IP rights for compounds in any of our collections nor is responsible for any sort of damages that may result as a result of TimTec products use. TimTec products are for R&D use only and should be handled by trained personnel.

**Governing Law**

All disputes as to the legality, interpretation of these terms and conditions, shall be governed by the laws of the State of Delaware, USA.

**Information**

All information provided on [www.timtec.net](http://www.timtec.net) site and any of our affiliates is to the best of our ability.