

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 AnaSpec, Inc. ("AnaSpec"), unless other terms are specifically designated by AnaSpec to apply to a specific product or service or sales in a jurisdiction located other than in North America, or AnaSpec 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

AnaSpec, Inc. 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 -	\$40
International -	\$60

AnaSpec 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. AnaSpec 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 order number from AnaSpec.

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.

AnaSpec 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 our Customer Services Department 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. AnaSpec 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

AnaSpec, Inc. 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.

AnaSpec, Inc.'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.

AnaSpec 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). AnaSpec makes no warranties as to use for an intended or specific purpose, unless previously expressly agreed in writing.

AnaSpec 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 non-conforming 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 AnaSpec's agreement and shipping arrangements for the return must be agreed upon by AnaSpec 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, AnaSpec's 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, AnaSpec may request prepayment or other securities as it sees fit.

Indemnification

Customer indemnifies AnaSpec 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 AnaSpec, unless such claim is attributable to AnaSpec's negligence or willful misconduct.

Use and liability

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

AnaSpec 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. AnaSpec 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. AnaSpec 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. AnaSpec 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 AnaSpec by the buyer in advance and in writing.

AnaSpec does not offer any guarantee that the use or resale of our products will not violate the protection or patent rights of third parties.