

This Supplier Marketplace Terms (hereinafter referred to as the "Terms") was posted on 9. September, 2015. It is effective upon acceptance for those Suppliers who accept it through registration of a Supplier account on the Site.

The entity you are contracting with is Chemspace US Inc., a New Jersey corporation with a principal address at 606 Fox Run Drive, Plainsboro, NJ, USA (hereinafter referred to as the "Chemspace" or "Agent" or "we", "us", "our").

The following describes the terms and definitions, which are used in these Terms, for more convenience.

"Buyer" means a registered user who uses the Site to purchase goods or services from a Supplier.

"Catalogue" means your catalogue or part thereof that is to be converted to an Electronic Catalogue.

"Catalogue Conversion" means the process by which the Catalogue is converted to the Electronic Catalogue.

"Catalogue Updates" means changes to the content of the Electronic Catalogue as requested by you of the type and frequency specified in the registration form.

"Confidential Information" means information of a proprietary nature including but not limited to prices, request(s) for quotation, purchase requisitions, purchase order information, user to user transactional information, the fee and these Terms.

"Electronic Catalogue" means the structured electronic and or digital version of the Catalogue suitable for display and interrogation on the Site.

"Products" means the chemicals and chemical compounds intended primarily for laboratory research offered for sale and sold by Suppliers to Buyers via the Site.

"Site" means Chemspace marketplace to be found at [www.chem-space.com](http://www.chem-space.com).

"Supplier" means registered user who uses the Site to sell its Products and who accepted the terms and conditions hereof and may be referred to as "you", "your" in these Terms.

"User" means a Buyer or Supplier registered via Chemspace Site.

## Introduction

By using Site, services, applications and tools for the purposes of displaying Supplier's Electronic Catalogue, searching the same and receiving and fulfilling orders for the goods displayed hereinafter referred to as "Services", you agree to the following terms and the general principles for the Site.

These Terms are effective upon acceptance. There are two ways of acceptance:

- 1) by way of signing the Notice of Acceptance. If you choose this method of registration you can send an e-mail to the following address: [admin@chem-space.com](mailto:admin@chem-space.com) with the request to send you the Terms and the Notice of Acceptance form. The Notice of Acceptance form will be sent to you together with these Terms by means of electronic communication, fax or by mail, or in any other way, that is agreed with you. In the User Registration form you shall fill in all the information necessary for further registration of your user account on the Site by the authorized representative of Chemspace. In the Notice of Acceptance form you have to fill in all the information necessary for further registration of Supplier's account on the Site by the authorized representative of Chemspace. Upon registration on the Site as the User the Chemspace authorized representative will provide you with initial password. Initial password shall be immediately changed after receipt to your personal password for safety of your account. You can change the password following the link in the notification letter from Chemspace authorized representative. Your email address will be used as login to your account.

- 2) By registering Supplier's account on the Site. The registration on the Site as a Supplier may be made as follows:

In the Supplier's directory click the button "Join in" and fill in the combined User's and Supplier's registration form, then accept the terms and conditions of the Supplier Marketplace Terms by following the link sent to you in registration confirmation email.

### **Scope**

Before you may become a Supplier of Chemspace, you must read and accept all of the terms in and linked to these Terms, including, but not limited to the Chemspace Privacy Policy and Commission Agency Agreement.

Access to certain areas of the Site is restricted to Users. We reserve the right to restrict access to other areas of the Site, or indeed the whole Site, at our discretion.

The services available on the Site for all registered users include:

- Chemical search tool;
- Browsing and viewing Supplier's Catalogues;
- A service enabling the purchase of Products from Supplier.

Service Directory for Suppliers will have the following core features:

- Company Profile - allows you to display and edit basic information about its business, such as year and place of establishment, number of employees, and products and services offered, etc.
- Products - allows you to display and to do automated monthly Electronic Catalogue updates by Supplying Chemspace with the data in the format which corresponds to Chemspace Catalogue Guidelines or to update the Catalogue manually by updating information on certain products or uploading the whole Catalogue in a proper format in My catalogs section of Supplier's cabinet.
- Enquiries&Orders - allows you to receive enquiries and orders on the products displayed in the Electronic Catalogue.

### **User name and Password**

Your Chemspace account may be accessed only by use of your user e-mail and password. You are solely responsible and liable for any use and misuse of your user e-mail and password and for all activities that occur under your user e-mail and password. For security reasons, you must keep your user password confidential and not disclose it to any person or permit any other person to use it. Chemspace recommends that you choose a password that is unique to you and not easily guessed by others. For security reasons we also recommend to log out at the end of each session.

### **Accuracy of Information**

We rely on the information you provide through this website, including registration information (name and email address), payment information (bank details, excepted modes of payment), and transaction-related information, which must be true, accurate, current and complete. You are required to update your registration information and payment information immediately, if applicable, and will be solely responsible and liable for any and all loss, damage, and additional costs that

you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information. You acknowledge that you will keep your company name and address current and accurate in the My Account section of the Site.

## Using Site

In connection with using or accessing Site, Services, applications and tools, you will not:

- post content or items in inappropriate areas on our Site and Services;
- violate any laws, third party rights or our stated policies;
- use our Site, Services, applications or tools if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our Site, services, applications, or tools;
- fail to deliver items purchased from you, unless, for example, the buyer fails to meet your posted terms, or you cannot reach the buyer;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Chemspace in case the Chemspace acts as an Agent;
- post infringing, unlawful, false, inaccurate, misleading, defamatory, obscene, or libelous content;
- take any action that may undermine the feedback or ratings systems;
- transfer by any manner your Chemspace account and user ID to another party without our consent; where the confidentiality of user name or password is compromised, you must advise Chemspace immediately on you becoming aware. Failure to maintain their confidentiality may result in your participation in the Site being suspended for security reasons.
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Chemspace, or the interests or property of Chemspace users;
- export or re-export any Chemspace applications or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Chemspace, or that comes from the Services and belongs to another Chemspace user or to a third party including works covered by any copyright, trademark, patent, or other intellectual property right, except with prior express permission of Chemspace and/or any other party holding the right to license such use;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- circumvent any technical measures we use to provide our Services.
- modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate, decompile, reverse engineer, disassemble, rent, lease, lend or sublicense any of the material, content, software or programs on or in the Site.
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site;
- your products do not violate any applicable laws, rules, regulations, permits, codes and standards;

If we believe you are abusing Chemspace in any way, we may, in our sole discretion without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue the Chemspace site, or Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion.

### **Acknowledgements and Warranties**

You acknowledge and warrant that:

- You have all rights in and to your Catalogue including without limitation, copyright, trademark, service marks, and any patents and that the Catalogue Conversion display and interrogation of the Electronic Catalogue and any and all acts necessary or incidental to the successful operation of the Site utilizing your Catalogue and/ or the Electronic Catalogue does not and will not infringe the rights of any third party.
- You enter into any contract with any other users entirely at your own risk, and under no circumstances Chemspace shall be liable for any damages resulting from this;
- It is your responsibility in any supply, order fulfillment, shipment or delivery of the goods, that you comply with all relevant laws, rules and regulations;
- You are solely responsible for the accuracy and content of your Catalogue notwithstanding that Chemspace may have undertaken or assisted you in initial Catalogue Conversion.
- You will take all reasonable measures to maintain your Catalogue accurate, including but not limited to timely updates;
- Chemspace has no control over or responsibility for the content of any material transmitted from or received by any other user;
- You shall make available to Chemspace such materials, information, facilities and assistance as Chemspace shall reasonably require to undertake the Catalogue Conversion and Catalogue Updates. You acknowledge that failure to provide such materials, information, facilities and assistance may prevent Chemspace from performing its obligations hereunder;
- If any of your Products are missing information, illegal or otherwise inappropriate for Chemspace Site, Chemspace shall be entitled to omit such products when making Catalogue Conversion;
- Your Electronic Catalogue may not be immediately searchable until reviewed and approved by Chemspace data management team. Chemspace can't guarantee exact Catalogue Conversion duration.
- If you have a dispute with any other user and require Chemspace to assist in resolving such dispute, you agree to indemnify and save harmless Chemspace against all costs and expenses, including reasonable legal fees, incurred or suffered by Chemspace in connection with such assistance;
- You are authorized to use the Site only as a Supplier and not as a Buyer who, if applicable, will be subject to separate terms and conditions;
- Other Site users will have access to the Site's functionality developed to post publicly accessible feedback on the Products delivered by you. Chemspace should not be held liable for the content of such feedback provided it doesn't violate Chemspace feedback policies and while taking all reasonable measures to prevent disclosure of any Confidential Information.

### **Taxes**

It is your responsibility to collect and remit any taxes associated with a transaction. Chemspace will not be held responsible for the collection or lack of collection of any taxes due to the use of the Site. Chemspace is not responsible for determining when tax should be charged.

## **Fees and Services**

We do not charge fees for using our Services.

## **Confidential Information**

You undertake treat and maintain as confidential all Confidential Information, which may only be used for the purposes of fulfilling your obligations under these Terms. Notwithstanding the above, you may disclose Confidential Information pursuant to a valid court order or where the Confidential Information is already in the public domain through no fault of you.

## **Privacy of Others; Marketing**

If Chemspace provides you with information about another user you agree you will use the information only for the purposes it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

## **Content**

When providing us with content (such as Catalogue) to be posted for using our Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights and other intellectual property rights you have in the content, in any media known now or developed in the future, and to the fullest extent permitted under applicable law, you waive any and all moral rights and promise not to assert such rights or any other intellectual property or publicity rights against us, our sublicensees, or our assignees.

You represent and warrant that none of the following infringe any rights mentioned in the preceding paragraph: your provision of content to us, your causing content to be posted using the Services, and use of any such content (including of works derived from it) by us, our users, or others in contract with us that is done in connection with the Services and in compliance with these Terms.

While we try to offer reliable data, we cannot promise that the Electronic Catalogues will always be accurate and up-to-date, and you agree not to hold us responsible for inaccuracies in catalogues.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

WE TRY TO KEEP CHEMSPACE SITE, SERVICES, APPLICATIONS, AND TOOLS SAFE, SECURE, AND FUNCTIONING PROPERLY. YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS. YOU FURTHER ACKNOWLEDGE THAT OPERATION OF AND ACCESS TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS MAY BE INTERFERED WITH AS A RESULT OF TECHNICAL ISSUES OR NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. BID UPDATES AND OTHER NOTIFICATION FUNCTIONALITY IN CHEMSPACE'S APPLICATIONS MAY NOT OCCUR IN REAL TIME. SUCH FUNCTIONALITY IS SUBJECT TO DELAYS INCLUDING, WITHOUT LIMITATION, DELAYS OR LATENCY DUE TO YOUR PHYSICAL LOCATION OR YOUR WIRELESS DATA SERVICE PROVIDER'S NETWORK. YOU AGREE THAT YOU ARE MAKING USE OF OUR SITE, SERVICES, APPLICATIONS AND TOOLS AT YOUR OWN RISK, AND THAT THEY ARE BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE

LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

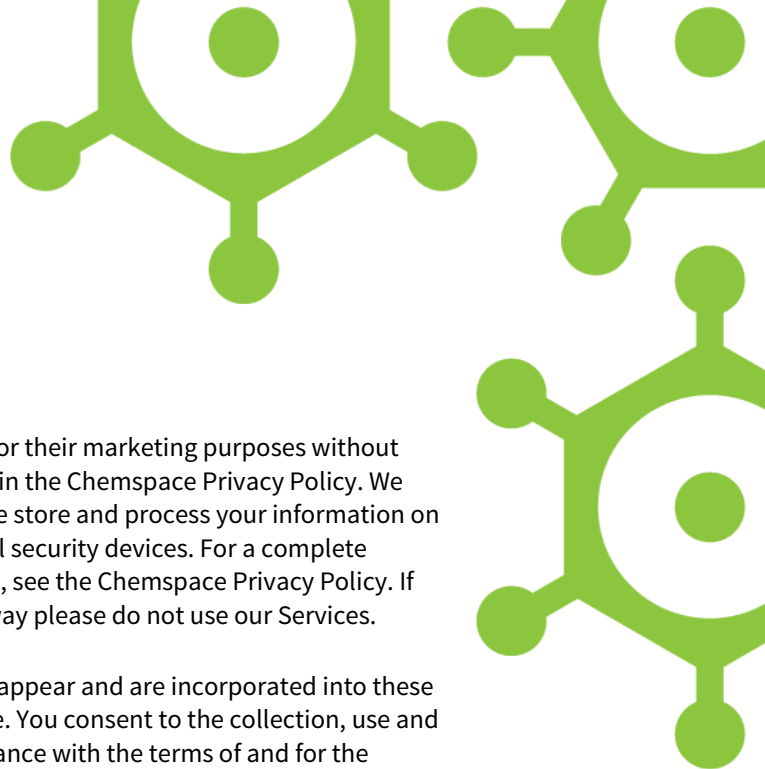
IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM:

- YOUR USE OF OR YOUR INABILITY TO USE OUR SITE, SERVICES, APPLICATIONS AND TOOLS;
- DELAYS OR DISRUPTIONS IN OUR SITE, SERVICES, APPLICATIONS OR TOOLS;
- VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE, SERVICES, APPLICATIONS OR TOOLS OR ANY SITE, SERVICES, APPLICATIONS OR TOOLS LINKED TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS;
- GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR SITE, SERVICES, APPLICATIONS AND TOOLS OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM;
- DAMAGE TO YOUR HARDWARE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE USE OF OUR SITE, SERVICES, APPLICATIONS AND TOOLS;
- THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR SITE, SERVICES, APPLICATIONS OR TOOLS, FEEDBACK PROVIDED BY THIRD PARTIES, OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS;
- A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT;
- YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOUR OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS OR OUR POLICIES; CHEMSPACE RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THESE TERMS AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN;

YOU ACKNOWLEDGE THAT WE ARE NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN THE BUYERS AND THE SUPPLIERS. ANY PRICING OR SHIPPING GUIDANCE WE PROVIDE IN OUR SITE, SERVICES, APPLICATIONS, OR TOOLS IS SOLELY INFORMATIONAL AND YOU MAY CHOOSE NOT TO FOLLOW SUCH GUIDANCE AT ANY TIME. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR RESULTS WILL RESULT FROM FOLLOWING GUIDANCE WE PROVIDE (E.G. THAT YOUR PRODUCTS WILL SELL, THAT A PARTICULAR LOGISTICS OPTION IS THE LEAST EXPENSIVE, ETC.) WHILE WE MAY HELP FACILITATE THE RESOLUTION OF DISPUTES, WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE ABILITY OF BUYERS TO PAY FOR ITEMS; OR THAT A BUYER WILL ACTUALLY COMPLETE A TRANSACTION OR RETURN AN ITEM.

### **Release**

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (direct actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**



## Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the Chemspace Privacy Policy. We view protection of users' privacy as a very important principle. We store and process your information on computers that are protected by physical as well as technological security devices. For a complete description of how we use and protect your personal information, see the Chemspace Privacy Policy. If you object to your information being transferred or used in this way please do not use our Services.

You have read the Chemspace Privacy Policy, the terms of which appear and are incorporated into these Terms, and you agree that the terms of that policy are reasonable. You consent to the collection, use and disclosure of your personal information by Chemspace in accordance with the terms of and for the purposes set out in the Chemspace Privacy Policy.

## Indemnity

You agree to defend, indemnify and hold harmless Chemspace, its Directors, employees, and agents from and against any and all losses, costs, expenses, actions, claims or incur as a result of any action, or threatened action, claims, demands or liabilities that Chemspace may suffer or incur or agrees to pay in settlement of any claim, action, or threatened action, claim or demand, whether arising in tort or in contract in so far as the same arises directly or indirectly out of use of the Site by you or the performance of your obligations under these Terms, your breach or non-observance of these terms and conditions.

## No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms, unless otherwise provided herein.

## Notices

Except as explicitly stated otherwise, legal notices shall be served on Chemspace contacts provided on the Site. You consent to receive communication from us electronically. We may communicate with you by email to the email address you have designated on your user account. Notice to you shall be deemed given 24 hours after the email is sent. Alternatively, we may give you legal notice by mail to the Registration Address associated with your account, as identified in your Chemspace account or through digital communication channel or in any other way agreed by you. In such case, notice shall be deemed given three days after the date of mailing.

## Breaches of these Terms

Without prejudice to our other rights under these Terms, if you breach these Terms in any way, or if we reasonably suspect that you have breached any of the terms if these Terms in any way, we may:

- delete or edit any of your User Information;
- send you one or more formal warnings;
- temporarily suspend your account and/or your access to the Site;
- delete your account with the Site and/or permanently prohibit you from using the Site;

- block computers using your IP address from accessing the Site; contact your internet services provider and request that they block your access to the Site; and/or
- bring court proceeding against you for breach of contract or otherwise.

Where we suspend or prohibit your access to the Site or a part of the Site, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

### **Resolution of Disputes**

If a dispute arises between you and Chemspace, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Chemspace agree that we will resolve any claim or controversy at law or equity that arises out of these Terms or our Services by way of negotiations or in accordance rules below or as we and you otherwise agree in writing. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

These Terms and any dispute or claim you have against Chemspace shall be governed in all respects by the laws of British Virgin Islands, without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against Chemspace must be resolved by the competent court at the British Virgin Islands, except as otherwise agreed by the parties. All claims you bring against Chemspace must be resolved in accordance with this Resolution of Disputes section. All claims filed or brought contrary to the Resolution of Disputes section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, Chemspace may recover lawyers' fees and costs, provided that Chemspace has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

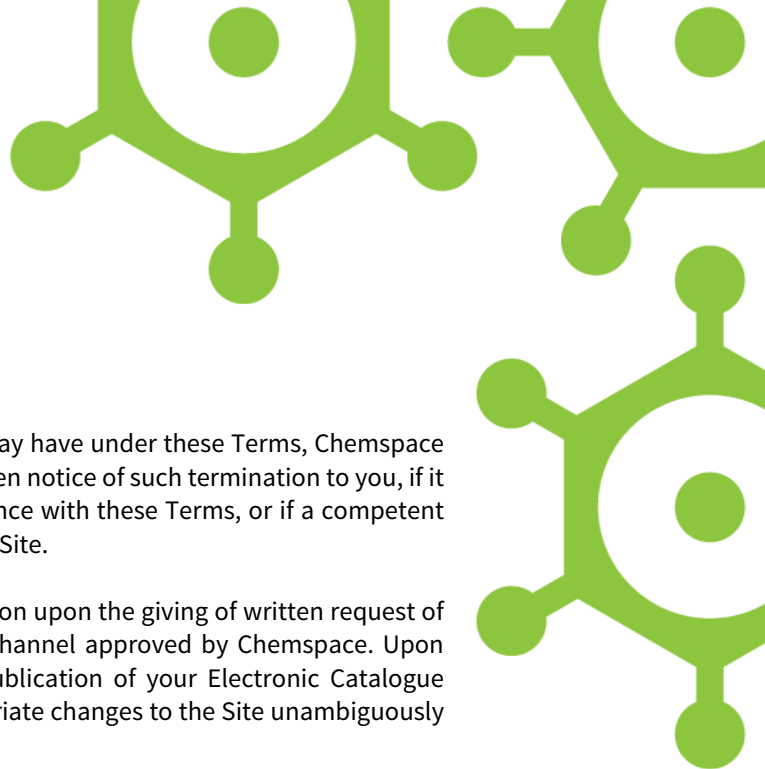
### **General**

Unless stated otherwise in these Terms, if any of the provisions in these Terms shall be deemed invalid, void, or for any reason unenforceable, such provisions shall be deemed severable and shall not affect the validity and enforceability of any remaining provision. In our sole discretion, we may assign these Terms, by providing notice of such assignment in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

We may amend these Terms at any time by posting the amended terms on Site. Our right to amend the Terms includes the right to modify, add to, or remove terms in the Terms, including terms related to fees and charges. The amended Terms will be provided to you in through digital communication channel, or by e-mail or in any other way of communication as well as will be posted on the Site and to be able to continue using of Services you shall accept the terms of the amended Terms by way of either sending a written Notice of Acceptance, which will be sent together with the amended Terms or by way of accepting the new Terms on the Site within 10 (ten) days from receipt of the amended Terms from Chemspace or within 10 (ten) days after their posting, whichever is applicable in any specific case, otherwise these Terms is deemed to be terminated by you and your account will be suspended by Chemspace. The amended Terms shall be effective within 10 (ten) days from its posting on the Site.

These Terms (including incorporated policies, rules and Commission Agency Agreement) as well as all annexes and appendixes sets forth the entire understanding and agreement between us with respect to the subject matter hereof.





## Termination

In addition to any of the rights and remedies that Chemspace may have under these Terms, Chemspace may immediately terminate these Terms upon the giving of written notice of such termination to you, if it has reason to believe that you are not using the Site in accordance with these Terms, or if a competent regulatory authority requires Chemspace to terminate use of the Site.

You have the right to terminate these Terms at your sole discretion upon the giving of written request of such termination to Chemspace through any communication channel approved by Chemspace. Upon receipt of such request Chemspace is obliged to terminate publication of your Electronic Catalogue within 5 days, terminate access to the Service and make appropriate changes to the Site unambiguously indicating inactivity of the your account to other users.

In addition, either Party may terminate this Terms for any reason upon thirty (30) days' written notice to the other Party.

The following Sections and appendixes survive any termination of these Terms: Release, Content, Limitation of Liability, Indemnity and Resolution of Disputes.