

## Chemspace General Terms of Sale

Version: May 2024

### 1. Application

These Terms of sale apply to all orders accepted by Chemspace for the sale of the Products or Services to the Customer. In the cases where the Customer and Chemspace have executed a written agreement, such agreement automatically, if otherwise not stated in such agreement, will prevail over any conflicting statement(s) of these Terms.

These terms are the complete and exclusive statement of the contract between Chemspace and the Customer with respect to Customer's purchase of the Products.

The Terms are time-to-time revisable and available only in English.

The version of the Terms published on [www.chem-space.com](http://www.chem-space.com) is considered the latest version.

### 2. Acceptance of Terms

The sales by Chemspace are governed by these Terms. The Terms, available on chem-space.com are considered the latest version. By placing an order with Chemspace, the Customer accepts these Terms. Chemspace reserves the right to change the Terms at any time upon notice on the Website that the Terms have been changed.

### 3. Definition

“Chemspace” are represented by three independent entities:

- Chemspace LLC (a headquarters) - a limited liability company established under the laws of Ukraine and having its principal place of business at 85 Winston Churchill street, Suite 1, Kyiv, 02094, Ukraine;
- SIA “Chemspace” (a shipping hub) - a limited liability company established under the laws of Latvia and having its principal place of business at Ilukstes iela 38-5, Riga, LV-1082;
- Chemspace US Inc (a shipping hub) - a limited liability company established under the law of state of New Jersey of the United States of America and having its principal place of business at 1 Distribution Way, Monmouth Junction, NJ 08852;

which commit to delivering their Products or Services all over the world except sanctioned countries like Russia, Belarus, North Korea, Iran, Iraq, etc.

“Customer” means a commercial, educational, governmental, or non-profit entity purchasing the Products or Services from Chemspace. Private individuals cannot be Chemspace customers and shall not order Products or Services from Chemspace.

“Distribution Agreement” means a written document between Chemspace and selected Suppliers, granting the rights to Chemspace to represent these companies and sell their Products and Services.

“Force Majeure” means an event or effect that cannot be anticipated or controlled by the affected party.

**“Instant Enquiry”** refers to the enquiry submitted on the individual product page on the Website. Chemspace prepares a quote based on Instant Enquiry and sends it to the Customer via email.

**“Order Confirmation”** message means an email confirming that Chemspace has accepted the order placed by the Customer. The message includes all the information on quantity and quality of the ordered Products, on delivery and payment terms, and on packaging and transportation conditions.

**“Partner”** means a Supplier with advanced features and additional privileges to use Chemspace, signed the Partnership Agreement. Current Chemspace partners are more than 150 suppliers from all over the world the whole list of which is specified at [www.chem-space.com/supplier](http://www.chem-space.com/supplier).

**“Products”** means the chemical compounds, which are intended only for research use only, and not for drug, household, or any other use; and which are or may be purchased from Chemspace by the Customer under these Terms. Chemspace sells Products that are of 100% synthetic origin or those derived from plants or microorganism, i.e. not animal (including human) origin, and no such material was used to manufacture the Products.

**“Profile”** means a user account on the Website with all the information provided by the User and the Information on the activity of the User. Only a Registered User has Profile.

**“Registered User”** (hereinafter referred to as “User”) means visitor of the Website who has registered on the Website by filling the Registration form, and subsequently may have access to custom request, ordering, downloading of the Compound Sets, Access to the API (requires obtaining the API key first).

**“Services”** means non-material goods which are the products of mental or computational activities provided by Chemspace in any form for the Customer under separate agreement.

**“Supplier”** means a registered user of Website who lists their Products on chem-space.com after signing the corresponding agreement with Chemspace.

**“Terms”** means these Chemspace General Terms of Sale.

**“Website”** means Chemspace online platform at [www.chem-space.com](http://www.chem-space.com).

#### 4. Order Placement and Order Confirmation

4.1. There are two possibilities to place the order with Chemspace: ONLINE ordering via Website using check-out procedure and OFFLINE ordering via email in response to quotation sent by Chemspace.

Online order: The successful submission of the order is followed by an automatic email with the details of the order. Once the order is processed and accepted by Chemspace, the Customer receives the Order Confirmation via email.

Offline order via email: The submission of the order via email may be but not limited to be a response to a quote sent by Chemspace. The quote is valid for at least 14 days (depends on the Supplier’s terms of sales). Once the order is processed, Chemspace notifies the Customer with the Order Confirmation via email.

4.2. Order Confirmation message contains information on quality and quantity of the ordered Products, terms of delivery, additional handling, and transport charges, estimated lead time, etc. Chemspace proceeds with placing the order only when the Customer accepts it and these Terms.

4.3. For Customers from the European Union and the United Kingdom, Chemspace requires VAT numbers of Receiving and Paying Parties, if not the same, to place the order.

4.4. Placing the order, Customer confirms that the information in the Quote regarding specifications of the requested item(s) (catalog number, structure, and purity, etc.) comply with their requirements.

Chemspace handles only those orders confirmed with the Order Confirmation message.

## **5. Delivery and customs formalities**

- 5.1. All orders shall be delivered to the address specified as shipping address by the Customer during placing the order.
- 5.2. The terms of the delivery are specified in Order Confirmation email for each order according to INCOTERMS 2010.
- 5.3. Chemspace includes delivery and handling costs in Order Confirmation, no additional charges are taken unless agreed with the Customer. The costs depend on the delivery method, destination, type of the Products (i.e. hazardous goods). The Customer covers the delivery and handling costs (including the cost of dry ice if needed).
- 5.4. Shipping fee may be recalculated in case of consolidation of the products, non-standard conditions (dangerous goods, with dry ice), etc. Chemspace will inform the Customer about any changes via email.
- 5.5. If the Customer does not specify courier delivery services, Chemspace reserves the right to select the most convenient courier delivery service from the following list: FedEx, DHL, UPS, TNT with DAP incoterms. In the case of using the Customer's carrier account, only a handling fee will be charged.
- 5.6. For orders delivered outside the European Union or the United States, the Customer may be subject to applying import duties and taxes, which are levied once the package reaches the specified destination. In this case, the Customer covers all additional charges for customs clearance.

## **6. Pricing and payment options**

- 6.1. The prices and lead time on the Website are indicative and may be prone to change. Chemspace re-confirms the prices and lead time in the quote or the Order Confirmation email.
- 6.2. All prices are on an ex-works basis and do not include shipping and handling costs. Chemspace reserves the right to charge for shipping and handling services. All the charges are specified in a quote or in the Order Confirmation email.
- 6.3. All taxes (use tax, sales tax, and excise tax) and fees (duty fee, customs fee, inspection fee, testing fee) shall be paid by the Customer in addition to the charges quoted or invoiced. The Customer shall reimburse Chemspace for paying any such tax or fee.
- 6.4. All invoices will be sent electronically in a PDF format.
- 6.5. All bank fees and currency conversion charges are to be paid by the Customer.
- 6.6. Unless otherwise stated in the applicable invoice, the term of payment is Net 30, which means the payment is due in 30 days from the date of invoice.
- 6.7. There are the following payment options accepted by Chemspace:
  - Chemspace US Inc – bank transfer, check, PayPal, credit card (processed by PayPal); currency: USD
  - SIA "Chemspace" - bank transfer; currency: EUR
  - Chemspace LLC - bank transfer; currency: USD, EUR.
- 6.8. Mutual settlement between Chemspace entities is not possible. That means that a payment is to be strictly made to the bank details specified in the invoice issued.
- 6.9. Chemspace reserves the right to ask for a partial or a full prepayment.
- 6.10. In case of overdue payment, Chemspace may charge the interest on outstanding balances at a rate of 1% per month and block all further shipments or stop cooperating until the debt is fully paid off.

## 7. Taxes and other charges

7.1. All prices for the Products exclude sales tax, value-added tax and other taxes, duties, and fees imposed with respect to the sale, logistics, and use. Taxes, duties, and fees (if any) shall be paid by the Customer in addition to the charges quoted or invoiced. For Customers from the European Union and the United Kingdom, Chemspace requires VAT numbers of Receiving and Paying Parties, if not the same, to place the order.

7.2. If Chemspace is required to pay any such taxes, the Customer shall reimburse Chemspace to cover these expenses.

7.3. If the Customer claims any exemption, he shall provide a valid signed certificate (original, not copy) or a letter of exemption acceptable to the authority imposing tax, fee, or charge.

## 8. Changes in price and lead time

8.1. All prices published on the Website may be changed at any time without notification and shall be confirmed by Chemspace in Order Confirmation email (see paragraph 6.1).

8.2. Online order: When processing Instant Enquiry, Chemspace verifies prices and lead time with the Suppliers and prepares the quote. The price in the quote is valid for 14-30 days (depending on the Supplier) and cannot be changed. The price may be changed upon reissuing the second quote when the original one is expired. When processing the order, Chemspace verifies prices and lead time with the Suppliers and notifies the Customer if price and/or lead time differs from the listed one before sending the Confirmation Order email. In this case, Chemspace proceeds with the placing order after the Customer agrees to the changes.

8.3. Offline order via email: Chemspace verifies prices with the Suppliers and notifies the Customer if the listed price and/or lead time differ from that confirmed by the Suppliers. After the Customer accepts the changes in price and/or lead time, Chemspace proceeds with placing the order and sending the Confirmation Order email.

8.4. Chemspace has a right to change the price and extend lead time of the synthesis launched upon Supplier's request in view of synthesis difficulties or other issues (material or non-material).

## 9. Delays

9.1. If no other written agreements have been made, lead time published on the Website or specified in quotes is nonbinding. No claims for compensation may be requested because of an increase in lead time.

9.2. Delays in delivery not agreed with the Customer, shall not relieve the Customer of its obligation to accept the item(s) they have purchased from Chemspace.

9.3. Chemspace shall not be liable for any loss or damage resulting from delay in delivery.

## 10. Inspections and claims

10.1. Chemspace does not perform the analysis of the Products and accepts Certificates of Analysis provided by the Supplier unless otherwise stated.

10.2. The Customer should make a prompt inspection of the Products delivered hereunder and notify Chemspace in written form in case of damage, any shortage, or defects.

10.3. Claims for the product lost, improper packing (including any packaging damages), defects or shortage shall be made in writing within 5 working days from receipt of the package.

10.4. Chemspace accepts claims for the product quality in a period of 21 calendar days from receipt of the package.

10.5. No claim is made within the period mentioned in 10.4 means the acceptance of the Products by the Customer and that the Products fully comply with all terms, conditions, and specifications.

10.6. All claims shall be submitted on the official letterhead with the signature of the person responsible for the quality control assessment and the stamp of the organization (if possible). Additional information including analytical data and spectra will speed up processing the case.

## **11. Product returns**

11.1. The Customer may return the Products if they do not comply with the specifications given by Chemspace in the quote and/or Order Confirmation and the Customer has notified Chemspace about the issue within the period specified in Paragraph 10.4.

11.2. Products may be returned after the Customer receives all the details from Chemspace regarding the address and packaging.

11.3. Return of the Products should be organized in strict compliance with the instructions provided by Chemspace.

11.4. The following option of return are available for The Customer:

- Replacement of the Product;
- Redelivery of the Product;
- Credit note;
- Full refund of Product cost.

11.5. Returned Products should be:

- Properly packed as instructed by Chemspace;
- Sent by delivery service shown in the instructions;
- Shipped to the address specified by Chemspace.

The return shipment of hazardous materials shall be packed and labelled in accordance with applicable regulations applied to the transportation of hazardous materials. Transport charges should be prepaid by the Customer.

Any returned Products may be a subject to 30% processing fee and shall be returned within 15 days after the return of the Products was agreed with Chemspace.

Products not applicable for return include, but are not limited to:

- Refrigerated or frozen Products;
- Products with an expired shelf life or an expiration date too short for resale;
- Products purchased from other companies/portals.

## **12. Order Changes and Cancellation**

12.1. After order submission, any changes to the order might be made only after the written approval of Chemspace and of the Customer.

12.2. After order submission, the Customer may not cancel the order unless Chemspace approves the cancellation in writing.

12.3. In case of cancellation of an order after more than 48 hours, Chemspace may impose a cancellation fee (~30% of the total cost) sufficient to cover all losses and out-of-pocket costs incurred in connection with the order.

12.4. A cancellation fee is not applicable to past-due orders.

### **13. Warranties**

13.1. Chemspace warrants that:

Chemspace has the legal right to sell the Products;

At the time of shipping, all Products sold by Chemspace meet the description provided to the Customer.

13.2. The Customer warrants that:

a) The Customer is a commercial, educational, or governmental organization, and not a private individual;

b) The Customer has full authority to agree to these Terms;

The Customer provides accurate and complete information in relation to these Terms;

The Customer will be able to pay for and to accept delivery of the Products;

The Customer will properly test and use the Products in compliance with all applicable laws and regulations.

### **14. Limitation of Liability**

14.1. Chemspace is not responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, or wasted expenditure) associated with the Products ordered from Chemspace.

14.2. Chemspace is liable only for the Products of the Partners and the Suppliers, whom Chemspace has signed a Distribution Agreement with.

14.3. Chemspace is not liable for the Products bought from other Suppliers listed on the Website but does not meet the criteria shown in paragraph 14.2 of these Terms.

14.4. Chemspace is not liable for any loss or damage resulting from the incorrect handling, storage, usage, or disposal of the Products by the Customer.

14.5. Chemspace is not liable for any loss associated with a Force Majeure Event.

### **15. Customer's Acknowledgements, Obligations, and Use of the Products**

15.1. The Customer acknowledges that the Products provided by Chemspace are intended for laboratory use only and, unless otherwise stated in the documents, or on the labels, cannot be used as components of, including but not limited to, food, drugs, cosmetics, or pesticides.

15.2. The Customer acknowledges that the hazards, physiological and toxicological properties of many of Products supplied by Chemspace have not yet been fully investigated and determined. The Customer should handle the products with the utmost caution when used, stored, or disposed of.

15.3. The Customer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using the Products supplied by Chemspace.

15.4. The Customer has the duty to warn its own users of any risks involved in using or handling the Products supplied by Chemspace.

15.5. The Customer must comply with all applicable laws, rules, and regulations relating to, and must obtain all licenses, permits and approvals required in relation to the marketing, promotion and advertising of the Products, and the import, export, distribution, sale, supply, and delivery of the Products supplied by Chemspace.

15.6. The Customer agrees to comply with instructions (if any), furnished by Chemspace relating to the use of the Products and not misuses the Products in any manner.

## **16. Force majeure**

16.1. Neither party will be responsible for a complete or partial non-fulfilment of any of its obligations if such nonfulfillment results from circumstances beyond its control, including flood, fire, earthquake and other natural phenomena, war, and acts of war actions, as well as government restrictions for export/import of the Product, supplied according to the present Terms occurring after its acceptance.

16.2. The party, for which it becomes impossible to meet obligations under the Terms, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 days of the moment of their beginning. The written evidence issued by the respective Chambers of Commerce will be a sufficient proof of the existence and duration of the above-indicated circumstances.

16.3. For the avoidance of doubt, the Customer will have no right to terminate this Terms on the grounds that its performance has been delayed by a Force Majeure Event.