



New Account Application

Company Name: _____ **Date:** _____

Bill to Address:

Street: _____

City: _____ State: _____ Zip Code: _____

Ship to Address (If different):

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Accounts Payable Contact:

Name: _____ Telephone Number: _____

Email address: _____

Company Information:

DUNS Number: _____

Year Established: _____ Federal Tax ID Number: _____

Nature of Business: _____ Company Web Address: _____



Please check the appropriate box for your organization:

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

The completed application can be sent to customerservice@accorporation.com or faxed to (858) 451-8607

Your application will be processed and an account number generated within 12 hours of receipt of the above details. The purchase order will be processed as soon as the account number is generated. Please reference this account number when placing orders in the future.

You may place orders one of three ways;

- 1) Contact our Sales Department at sales@accorporation.com,
- 2) Fax your order to (858) 451-8607
- 3) Via our Website at www.acccorporation.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.acccorporation.com).

(Signature)

(Title)

(Name Printed)

(Date)

(Email id)

AMERICAN CUSTOM CHEMICALS CORPORATION INCORPORATED TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF TERMS

- 1.1 These Terms and Conditions of Sale (the "Terms") set out the terms on which you (the "Buyer") agree to buy chemical products (the "Products") from American Custom Chemicals Corporation Incorporated the "Company").
- 1.2 All orders accepted by the Company are accepted on the basis of these Terms. The Buyer agrees that these Terms shall apply to all future orders of Products and that these Terms shall be the only terms of the contract for the sale of Products between the Buyer and the Company (the "Contract"). All other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of orders, specification or other document) are excluded.
- 1.3 The Company is not bound by any statement or representation made about the Products in question by the Company before the formation of the Contract.
- 1.4 The Company is not bound by any special terms or variations or amendments of the Contract except where expressly agreed in writing.

2. PRICES

All prices quoted are exclusive of applicable federal, state and local taxes, duty, Value Added Tax, delivery and insurance and are accurate at the time the order is made. The Company reserves the right to increase the price of the Products for any reason on giving written notice to the Buyer prior to the Company's acceptance of any order, and to account for fluctuations in the costs of production and/or the supply of Products to the Buyer on giving written notice to the Buyer at any time prior to delivery.

3. PAYMENT

- 3.1 Payment is due within 30 days of the date of invoice. **Late charges of 20% apply for all payments received later than 30 days after delivery. The minimum late charge is \$100.** The Company reserves the right to require payment in advance of delivery or other form of security if appropriate.
- 3.2 Time for payment shall be of the essence.
- 3.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 3.4 All payments payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 3.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set off, counter claim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

4. DELIVERY AND CLAIMS

- 4.1 Any dates specified by the Company for delivery of the Products are intended to be an estimate and unless otherwise agreed in writing by the Company, delivery of the Products shall take place at the Buyer's place of business.
- 4.2 Time for delivery of the Products shall not be essential to the Contract unless previously agreed in writing by the Company. If no dates are specified, delivery will be within a reasonable time.
- 4.3 If the Company tries to deliver the Products and the Buyer does not accept them for whatever reason, then, without affecting any other right or remedy available to the Company, the Company may store the goods until actual delivery. While the Company holds the Products under this clause the Buyer undertakes to pay the reasonable costs (including insurance) of storage.
- 4.4 Products shall be inspected immediately upon receipt by the Buyer. Any claim for incorrect quantities or types of Products delivered or Products damaged in transit shall be notified to the Company in writing within 5 days of delivery. Non delivery of the whole order must be notified to the Company within 7 days of receipt of invoice. Failure to observe these time limits will mean that the Buyer cannot make a claim against the Company and the Products shall be deemed to have been irrevocably accepted.
- 4.5 Subject to the other provisions of these terms, the Company will not be liable for any direct, indirect or consequential loss (which terms include, without limitation, loss of business, loss of savings and anticipated savings, loss of contracts, depletion of goodwill and similar losses), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products.

5. RISK AND OWNERSHIP OF GOODS

- 5.1 The risk in respect of the Products shall pass to the Buyer at the time of actual delivery, or if the Buyer fails to take delivery of the Products without good reason, at the time when the Company has attempted to deliver the Products to the Buyer.
- 5.2 Until the Buyer has paid all sums due to the Company for all Products which have been supplied:
- 5.2.1 The products will continue to belong to the Company.
- 5.2.2 The Buyer will possess the products as the Company's bailee.
- 5.2.3 The Buyer must store the product separately and in such a way that they can be readily identified as the Company's property.
- 5.2.4 The Buyer must not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.
- 5.2.5 The Buyer must maintain the Products in satisfactory conditions and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request, the Buyer shall produce the policy of insurance to the Company.
- 5.2.6 The Buyer shall hold the proceeds of insurance referred to in condition 5.2.5 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 5.2.7 The Company shall have the right with or without prior notice at any time to take or retake possession of the Products (and for that purpose to go to any premises occupied by the Buyer or by any subsidiary, parent or associated company).
- 5.2.8 Subject to Clause 6 below the Buyer may sell the Products in the ordinary course of business at full market value but must account to the Company for the proceeds of sale.
- 5.3 Until the Buyer has paid all sums due to the Company for all Products which have been supplied the Buyer's right to possession of the Products shall terminate immediately if:
- 5.3.1 The Buyer has a bankruptcy order made against him or makes arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief on insolvent debtors, or (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.
- 5.3.2 The Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it or fails to observe/perform any of its obligation under the Contract or any other contract between the Company and the Buyer or is unable to pay its debts under the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 5.3.3 The Buyer encumbers or charges the Products.
- 5.4 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products which are the subject of this Contract and which have not yet been paid for in full are or may be stored in order to inspect them or where the Buyer's right to possession has terminated, to recover them.
- 5.5 This clause does not affect any other rights or remedies the Company may have under the Contract, in particular the Company's right to sue for the price of the Products.

6. USE OF PRODUCT

- 6.1 All Products supplied are potentially hazardous and are strictly for research purposes only. The Products are not supplied for pharmaceutical, household, food, cosmetic or any other human use.
- 6.2 All Products supplied by the Company are strictly for use by qualified personnel trained in laboratory procedures and familiar with the potential hazards of such Products.
- 6.3 The Buyer warrants that its use of the Products will be in accordance with the above provisions of this clause.
- 6.4 The Buyer further warrants that it will test the Products and ensure their safety for the Buyer's intended use.
- 6.5 The Buyer hereby indemnifies the Company against all claims including third party claims which may result from a breach by the Buyer of any of the provisions of this clause.
- 6.6 The listed samples on this website or any documents linked to this website are for Laboratory Analytical/Research purposes only. They are diagnostic tools for research and the receiver is responsible for any liabilities associated with the samples.
- 6.7 No warranty is given by the Company that the use of the product for any purpose does not infringe any United States or foreign patents. Patent infringement if any is to be verified by the receiver.
- Products currently covered by valid US Patents are offered for R&D use in accordance with 35 USC 271(e)+A13(1). Our products are to be used only in research experiments that will produce the types of information that are relevant for IND or NDA submissions with the FDA. By signing this agreement the Buyer agrees to provide, if and when deemed necessary, documents to prove that the product was used only in research experiments that will produce the types of information that are relevant for IND or NDA submissions with the FDA.
- 6.8 We cannot provide you with a quote or sell you materials unless you have a legitimate address from a corporation, university, and research institute or government institution. Please email us from your corporate email. A yahoo, hotmail or gmail email id is not acceptable. We do not sell to individuals.

7. WARRANTIES AND LIABILITY

- 7.1 Subject to Clause 7.2 below, any data sheets, catalogue descriptions, analytical information or other literature supplied or published by the Company in respect of the sale or marketing of the Products (including but not limited to on the Company's web site or in its sales brochures) are supplied or published by way of guidance only. The Company cannot guarantee and shall not be responsible for the accuracy of such materials and they shall not form part of the Contract in any event.
- 7.2 The Company shall provide the Buyer with a data sheet and analytical information relating to the specific Products delivered to the Buyer at the time of their delivery (the "Specification"). The Company shall have no liability for any alleged failure of the Products to materially conform to any Specification unless such failure is notified within 60 days of the Products being delivered.
- 7.3 If any of the Products are found not to be materially in accordance with their Specification the Buyer shall notify the Company within 60 days of their being delivered. Upon return of the relevant Products to the Company, or if agreed by the Company, the attendance at the Buyer's premises of the Company's representative, the Company will examine the relevant Products and if any are found not to materially conform to the Specification, the Company shall at its reasonable discretion either:
- At its own expense replace the Products found not to be in accordance with the Specification; or
 - Reduce the Contract price by an amount equivalent to that proportion of the price payable in respect of the Products found not to conform to the Specification.
- 7.4 The Buyer shall in any case accept and pay Contract price for all Products which conform in all material respects to the Specification.
- 7.5 The Company shall not be liable for any consequential loss suffered by the Buyer as a result of the failure of any Products to conform to the Specification or any loss of profits, business, goodwill, contracts, savings or anticipated savings.
- 7.6 The Company does not warrant that the Products are fit for any particular purpose of the Buyer and the Buyer shall be and remain responsible for the use to which it puts the Products at all times, including without limitation any use which may infringe the rights of any third party. The Buyer shall indemnify the Company against any loss or damage the Company may suffer as a result of any claims that the Buyer's use or unauthorised resale of the Products infringes the rights of any third party.
- 7.7 Save as provided for in this Clause, the Company shall have no liability for any defect in the quality of the Products or their failure to correspond to any Specification, description or sample or to be fit for any purpose or the use to which they are put and all other conditions, warranties, stipulations and undertakings, whether express or implied by statute or common law are excluded to the fullest extent permissible by law.

8. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, act of terrorism, protesters, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's work force) or restraints or delays affecting carriers or the inability to acquire or delay in the supply of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 3 months, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

9. GOVERNING LAW

These conditions shall be subject to and construed in accordance with the law of the State of California. The parties agree that the courts of the State of California will have exclusive jurisdiction to hear any disputes relating to this Contract.

10. NOTICES

Notices may be given by either party to the other by sending them to the registered office of last known business address of the other party. Any such notice will be valid as sent by first class post or fax.

11. SEVERENCE

Any provision of this Contract which is or may be void or unenforceable, shall to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any provision of this Contract.

12. WAIVER

No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

13. RIGHTS OF THIRD PARTIES

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.