1. Applicability and Acceptance - This Agreement contains the terms and conditions that apply to you ("you" or "Buyer") purchase from Restek Corporation ("we," "us," "our," or "Seller") on orders for products and services. By placing an order or accepting delivery of any products or services, you agree to be bound by, and to accept, the terms and conditions set forth herein ("Terms") in addition to any terms and conditions ("Terms") set forth by any other party which may have a direct relationship with you and Seller. If a written contract signed by both Buyer and Seller in evidence covering your purchase, these Terms shall be construed to supplement the terms of such written contract but only to the extent that these Terms are inconsistent with such written contract. In the event of any conflict between the terms of any written contract(s) executed by Buyer and Seller, the terms of the signed contract between the parties shall take precedence and prevail. These Terms are subject to change without prior written notice at any time at Restek’s sole discretion.

2. Acceptance of Orders - Orders are not binding upon Seller until accepted by Seller. As used in these Terms, “acceptance” by Seller shall mean written acceptance or the actual shipment to Buyer of the order. No other action by us prior to shipment will constitute acceptance. Seller reserves the right at any time after receipt of Buyer’s order to accept or decline Buyer’s order for any reason. Seller reserves the right at any time after acceptance of Buyer’s order, without prior notice to Buyer, to supply less than the quantity Buyer ordered at any time.

3. Changes - Buyer may not cancel an order after the order has been accepted by Seller unless such cancellation is agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges including, but not limited to, all costs incurred for shipping, handling, and storage of nonreturnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from any cancellation of an order by Buyer that is permitted by Seller.

4. Risk of Loss - When an order is placed and accepted, it will be shipped to an address designated by the Buyer as long as that shipping address is not restricted by any laws or restrictions contained in these Terms. Risk of loss shall pass from Seller to Buyer from Seller to Buyer upon delivery of the items to the carrier. You are responsible for filing any claims for carriers for damaged and/or lost shipments. Seller shall not be liable for any failure or delay in delivery or performance including, but not limited to, delays caused by availability or shortage of product components from Seller’s suppliers, natural disasters, acts of God, public or private eminent domain, labor disputes, war, riot, civil commotion, acts of government, governmental acts, ordinances, acts of terrorism, and acts of violence committed by any person or entity.

5. Claims - Immediately upon Buyer’s receipt of any goods shipped hereunder, Buyer shall inspect the goods and shall notify Seller in writing of any claims for shortages, delays, or damages. Claims shall be filed with the shipping carrier and with Seller, provided that such notice is given to Seller within ten (10) days after receipt of Buyer’s order. Buyer agrees that such claim shall be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer. Goods ordered in error may be returned if approved by Seller but will be subject to a 10% restocking charge.

6. Payment - Payment will be due net thirty (30) days from date of invoice. If other payment terms are specified in the Order Acknowledgement or Invoice, payment shall be made in accordance with those terms and conditions. If Buyer’s credit is not established with Seller, terms may be payment in advance or C.O.D. Terms are subject to a fast standard method unless otherwise specified, with shipping and handling charges and insurance prepaid as a separate charge on your invoice. A 1.5% per month service charge is added to delinquent accounts until all principal amounts are paid in full. Seller reserves the right to impose this service charge even if such is not invoiced to Buyer. Additionally, if you fail to timely pay any amount due under this Agreement, Seller reserves the right to stop the fulfillment and shipment of orders until all delinquent amounts are paid in full and/or require full or partial payment in advance from you for orders. In the event that it becomes necessary for Seller to recoup collection costs or institute a suit to collect any amount due under this Agreement, Buyer agrees that Seller shall be entitled to recover in addition to the principal due, costs and expenses, including attorney’s fees and costs of suit, which costs and expenses are recoverable from Buyer regardless of whether Buyer is ultimately found to be in default by any court of competent jurisdiction, whether in negligence, reckless, intentional or other tortious act or omission of Buyer or anyone under its control.

7. Returns - No returns will be accepted without prior authorization and are subject to prepaid shipping.

8. If you have a problem with a product’s function (e.g., it won’t perform properly, results do not match our literature, instructions are unclear), you should contact Technical Service. Call 1-800-356-1981/1-888-353-1300, ext. 4, or e-mail us.

9. If you have a problem with your order (e.g., wrong part or quantity, broken or damaged item, missing items), you should contact Customer Service. Call 1-800-356-1981/1-888-353-1300, ext. 246, or e-mail us.

10. Buyer’s Use of Products - Buyer shall use, and cause anyone under its control to use, all products supplied by Seller in accordance with the directions given by Seller and/or Seller’s literature. You acknowledge that Seller assumes no responsibility if the products are used in any way. Additionally, notwithstanding any other provision herein, Buyer shall not result or distribute any products provided by Seller to any third party unless otherwise authorized by Seller in a separate agreement signed by the parties.

11. Buyer’s Release and Indemnity - Buyer represents and warrants that it shall use all products ordered herein in accordance with Section 10, “Buyer’s Use of Products,” and that any such use of products will not violate any law or regulation. Buyer shall indemnify, defend, and hold harmless (collectively, “Indemnify”) Seller and its parents, subsidiaries, and affiliates, and each of the above and their respective directors, officers, employees, agents, contractors, counsel, successors, and assigns (collectively “Indemnitees”) of, from, and against all claims, demands, suits, judgments, liabilities, losses, and expenses, including counsel fees and disbursements (collectively “Claims”), arising from, related to, or caused by (i) the breach of any of these Terms by Buyer, (ii) Buyer’s use of products, (iii) the negligent, reckless, intentional or other tortious act or omission of Buyer or anyone under its control, or (iv) Buyer’s violation of any Laws.

12. Returns - No returns will be accepted without prior authorization and are subject to prepaid shipping.

13. Technical Assistance - At Buyer’s request, Seller may, at Seller’s discretion, furnish technical assistance and information with respect to Seller’s products. Seller makes no warranties of any kind or nature, express or implied, with respect to technical assistance or information provided by Seller or to any of Buyer’s representatives.

14. Governing Law - These Terms and the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles. Subject to the provisions of Section 19, “Arbitration,” of this Agreement, and/or any dispute between the Seller and Buyer is exclusively and irrevocably held by the state and federal courts of the Commonwealth of Pennsylvania, located in the County of Centre, and the federal courts for the Middle District of Pennsylvania, located in the County of Centre. The parties further agree that any dispute arising from or relating to this Agreement or the interpretation thereof shall be governed by the laws of the United Nations Convention for the International Sale of Goods if the same would otherwise apply here.

15. Assignment - Buyer shall not assign any rights or duties under these Terms or the Agreement without the prior written consent of Seller.

16. Export Sales - The Agreement is subject to U.S. export laws and regulations controlling the export, reexport, or resale of regulated commodities. Subject to the provisions of Section 19, “Arbitration,” of this Agreement, and/or any other provision of these Terms, Seller and Buyer agree to abide by all export control laws and regulations of the United States, including the Export Administration Regulations (EAR), the Department of State’s International Traffic in Arms Regulations (ITAR), and the various economic sanctions programs administered by the Department of the Treasury’s Office of Foreign Assets Control (OFAC). Buyer agrees that it will not export, reexport, or retransfer any such items other than in compliance with the licensing requirements of U.S. Export Controls and/or any other provision of United States law. Buyer expressly acknowledges and agrees that it will not export, reexport, or retransfer such items to anyone or party within a country that is subject to embargo, trade sanctions, or a similar governmental restrictions. The list of countries subject to United States economic sanctions or embargoes may change from time to time. Buyer also acknowledges and agrees that it will not export, reexport or retransfer such items to entities or persons ineligible to receive such items under U.S. export laws or regulations.

17. Arbitration - If you have a problem with a product’s function (e.g., it won’t perform properly, results do not match our literature, instructions are unclear), you should contact Technical Service. Call 1-800-356-1981/1-888-353-1300, ext. 4, or e-mail us.

18. Recall Notices - We will file an email address provided as a representative of your organization on file, we will send any recall notices or other product notifications to that email address. If we do not have such an email address on file, we will send any recall notices or other product notifications to the “Billing” address on the order.

19. Confidentiality - Buyer will maintain in confidence all Seller information disclosed by Seller or it otherwise acquired by Buyer.

20. Anti-Corruption - Buyer represents and warrants that it will comply with the U.S. Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act 2010, and all other applicable anti-corruption laws and regulations. Specifically, Buyer agrees that in the pursuit of its business activities, it shall not offer, promise, or make any payment or transfer anything of value, directly or indirectly, to any employee or agent of any governmental, political, party, official of political party, candidate for public office, or any family member or close associate of such persons.

21. Entire Agreement - These Terms and the other documents making up the Agreement, including, for the avoidance of doubt, all written communication relating to Buyer’s purchase that is signed by both seller and Buyer, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and replace all prior agreements or understandings, oral or written, between the parties relating thereto. No course of dealing or course of performance between the parties or any usage of trade shall be relevant to or admissible to supplement, explain, or vary any of the terms of the Agreement, and Seller’s acceptance of Buyer’s order by contract or acceptance of any prior agreement or understanding by Seller shall not be deemed to constitute the meaning of the Agreement. No representations have ever been made or relied upon in the making of the Agreement other than those specifically set forth herein.

22. Miscellaneous - Seller’s failure to strictly enforce any term or condition of the Agreement or to exercise any right arising hereunder shall not constitute a waiver of Seller’s rights and such failure shall not affect any other prior agreements, understandings, or representations, oral or written, between the parties relating thereto. No course of dealing or course of performance between the parties or any usage of trade shall be relevant to or admissible to supplement, explain, or vary any of the terms of the Agreement, and Seller’s acceptance of Buyer’s order by contract or acceptance of any prior agreement or understanding by Seller shall not be deemed to constitute the meaning of the Agreement. No representations have ever been made or relied upon in the making of the Agreement other than those specifically set forth herein.