



Griffin Discoveries BV - August 2013.
GENERAL TERMS AND CONDITIONS

www.griffinbuildingblocks.com is a website powered by Griffin Discoveries BV. All compound and building block sales by Griffin Discoveries BV are subject to and expressly executed in accordance with the terms and conditions described in this document. No variation of these terms and conditions will be valid unless agreed to in writing and signed by an authorized representative of Griffin Discoveries.

Changes and cancellations of orders

The Buyer may not cancel this order unless Griffin Discoveries expressly agrees to such cancellation in writing. In such an event, Griffin Discoveries will advise the Buyer of the total charge for such cancellation and the Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on the Griffin Discoveries by its suppliers and any other cost resulting from cancellation of this order by the Buyer which is permitted by Griffin Discoveries. Certification of such costs by Griffin Discoveries' independent financial advisors shall be conclusive on the parties.

Delivery and dispatch dates

In the case of products delivered within the EU, Griffin Discoveries will arrange carriage and freight and insurance against loss or damage in transit. Risk in the products will pass to the Buyer at the time of delivery or if the Buyer or agent fails to take delivery of the products at the time when Griffin Discoveries has tendered delivery of the products. Should the Buyer require a special method of transport other than that chosen by when Griffin Discoveries, the cost will be to the Buyer's account and delivery of products to the carrier at Griffin Discoveries' site or other loading point shall constitute delivery to the Buyer and regardless of shipping terms, all risk in the products shall pass to Buyer at that time.

Where the risk in the products has not passed to the Buyer; Griffin Discoveries shall accept responsibility for loss or damage in transit provided that it is given written notice of such damage within two days of the actual delivery date, and for non-delivery provided that it is given written notice of such non-delivery within four days of the contracted delivery date. Griffin Discoveries reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery or any other breach affecting, any installment shall not relieve the Buyer of the Buyer's obligations to accept remaining deliveries

Immediately upon the Buyer's receipt of any products delivered, the Buyer shall inspect the individual items and shall notify Griffin Discoveries in writing of any claims for shortages, defects or damages and shall hold the products pending the Griffin Discoveries' written instructions. If the Buyer shall fail to notify Griffin Discoveries within two days after the Buyer has received the products, such products shall conclusively be deemed to conform to the terms and conditions and to have been



irrevocably accepted by the Buyer. Although Griffin Discoveries shall use all reasonable efforts to meet the contracted delivery date, such date is an estimate only. Griffin Discoveries shall not be liable in any circumstances for loss, whether direct or consequential, arising from delay in delivery. Acceptance and completion of orders are subject to Griffin Discoveries being in possession of all licenses, authorizations and approvals required for the purpose of the supply of the products to the Buyer. In the event of Griffin Discoveries at any time failing to be in possession of such licenses, authorizations and approvals it shall be entitled to cancel the contract by written notice to the Buyer without any liability on the part of Griffin Discoveries. Griffin Discoveries shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver to any cause beyond Griffin Discoveries' reasonable control, including unsuccessful reactions, embargo or other governmental act, regulation or request affecting the conduct of Griffin Discoveries' business, fire, explosion, accident, theft, vandalism, riot, acts of war, acts of God, strikes or other labor difficulties.

Payment Terms

Terms of sale are net 30 days of date of invoice, unless otherwise stated. Partial shipments will be invoiced separately. If Griffin Discoveries is concerned as to the financial ability of the Buyer to pay in full at the due date, the purchase price of the products, Griffin Discoveries may, without notice to the Buyer; delay or postpone the delivery of the products; and Griffin Discoveries is authorized to change the terms of payment to payment in full or in part in advance of delivery of the entire undelivered balance of said products. In the event of default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Griffin Discoveries may defer delivery, cancel this contract, or sell any undelivered products on hand for the account of the Buyer and apply such proceeds as a credit without set-off or deduction of any kind, against the contract purchase price, and the Buyer agrees to pay the balance then due Griffin Discoveries on demand. The Buyer agrees to pay all costs, including, but not limited to reasonable legal and financial fees and other expenses of collection resulting from any default by the Buyer in any of the terms hereof.

Taxes and other charges

Any value added tax, sales tax, excise tax, duty, customs, inspection or testing fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Griffin Discoveries and the Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event Griffin Discoveries is required to pay any such tax, fee, or charge, the Buyer shall reimburse Griffin Discoveries; or, in lieu of such payment, the Buyer shall provide Griffin Discoveries; at the time the order is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. The Buyer agrees to pay all shipping costs and costs incurred for special handling of shipped compounds such as shipping on wet- or dry ice.



Typical shipping costs for domestic and international shipments are :

FedEx NL / EU	€ 40,00
FedEx CH / USA / Rest of Europe	€ 45,00
FedEx Asia / ROW	€ 80,00

Prices

All prices are stated in Euros. Written quotations are guaranteed for 30 days. Prices are subject to change without notice. Shipments will be made promptly even if prices have been nominally increased. Any reduction in price will be automatically applied to your invoice.

Warranties and liability

Griffin Discoveries warrants that its products shall conform to the description of such products as provided to the Buyer and described in Griffin Discoveries' product listing, analytical data or other literature. Griffin Discoveries shall not be liable under this warranty in the event that it determines, at its sole discretion that the Buyer has misused the products in any manner; has failed to use the products in accordance with industrial standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Griffin Discoveries. There are no representations, agreements, promises or understandings between the Buyer and Griffin Discoveries that are not expressed herein and Griffin Discoveries shall not be liable to the Buyer in respect of any such matters. Griffin Discoveries' sole and exclusive liability and the Buyer's exclusive remedy with respect to products proved to Griffin Discoveries' satisfaction to be defective or non-conforming shall be replacement of such products without charge or refund of the purchase price, at Griffin Discoveries' sole discretion, upon the return of such products in accordance with Griffin Discoveries' instructions. Griffin Discoveries shall not in any event be liable for direct, indirect, incidental or special damages of any kind resulting from any use or failure of the products, even if Griffin Discoveries has been advised of the possibility of such damage including, without limitation, liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, loss of products of the Buyer or other use or any liability of the Buyer to a third party on account of such loss or for any labor or any other expense or for any damage or loss occasioned by such a product including death, personal injury or property damage.

Quality Control

100% of products have been subjected to NMR or LC-MS quality control to confirm identity and minimum purity. Spectra interpretation and final approval of each compound are executed by our Ph.D. level organic or medicinal chemists and only compounds having confirmed identity and meeting minimum purity requirements are made available for sale. Electronic copies of the original NMR or LC-MS spectra for all compounds shipped are available upon request.



Buyer's use of products

Griffin Discoveries' building blocks are intended primarily for laboratory and manufacturing purposes and, unless otherwise stated in Griffin Discoveries' product listing furnished to the Buyer; are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs or medical devices. The Buyer acknowledges that Griffin Discoveries has not tested the products for safety and efficacy in food, drug or medical devices, unless otherwise stated in the Griffin Discoveries' literature provided to the Buyer. The Buyer expressly represents and warrants to Griffin Discoveries that the Buyer will properly test, use, manufacture and market any products purchased from Griffin Discoveries and/or materials produced with products purchased from Griffin Discoveries. The Buyer has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from Griffin Discoveries. The Buyer also has the duty to warn the Buyer's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. The Buyer agrees to comply with instructions, if any, furnished by Griffin Discoveries relating to the use of the products and not misuse the products in any manner. If the products purchased from Griffin Discoveries are to be repackaged, relabeled or used as starting material or components of other products, The Buyer will verify Griffin Discoveries' assay of the products. No products purchased from Griffin Discoveries shall, unless otherwise stated, be considered to be foods, drugs, or medical devices. The products in our compound catalog are sold for laboratory or manufacturing uses only. Many chemicals are hazardous. Our products should be handled only by qualified individuals who have been trained in laboratory procedures and are familiar with the potential hazards of these chemicals.

Defects and warranty

The Buyer is obliged to check goods immediately upon receipt. The buyer shall notify Griffin Discoveries of any defects within 7 days after receipt of the goods. The buyer's notice of defect shall be in writing and fully substantiate the alleged defect. If the Buyer fails to notify Griffin Discoveries; it is expressly agreed that the goods delivered are fully accepted. The Buyer's claim under this warranty shall be limited to the replacement of the defective goods or the crediting of the product value. No products are to be returned without written approval by Griffin Discoveries. Griffin Discoveries is not liable for any misprints or mistakes in the product listings as to the best of our knowledge, all information stated is correct.

Evaluation Samples and Bulk Orders

Griffin Discoveries will not provide product evaluation samples.

Intellectual property

Griffin Discoveries' products may be covered by application or process patents. The Buyer is responsible for any patent infringement resulting from the use of our products.



Invalidity

Should any provisions of these General Terms and Conditions be totally or partly invalid, this will not affect the validity of the remaining terms. Any invalid provision shall be replaced by the valid provision, which comes closest to the commercial purpose.

Governing law

All disputes as to the legality, interpretation of these terms and conditions, shall be governed by the laws of The Netherlands.