

VOIGT GLOBAL DISTRIBUTION INC - PURCHASE AGREEMENT – TERMS OF SALE

- 1). Purchaser acknowledges that all chemicals, vials & associated packaging, laboratory equipment & all other items offered by Voigt Global Distribution Inc. shall not be used for any illicit or illegal purpose.
- 2). Purchaser agrees to indemnify and hold harmless Voigt Global Distribution Inc. and its subsidiaries, hereinafter referred to as "The Company", from and against any and all loss or liability arising in connection with the purchase of any product or material purchased from The Company, except to the extent that indemnification is not allowable by law. Furthermore, Purchaser agrees to indemnify & hold harmless The Company's suppliers, agents and employees acting on behalf and in furtherance of The Company.
- 3). Neither party (The Company or the Purchaser), its employees or permitted subcontractors or agents shall, under any circumstances, be considered to be an agent, partner, joint venturer or representative of the other party.
- 4). Purchaser agrees that Purchaser is of legal age and has the binding legal authority to enter into this agreement on behalf of the business or professional organization of which the Purchaser is representing in this agreement.
- 5). Purchaser agrees to use any procured product within its prescribed and generally accepted industry use.
- 6). Purchaser agrees to have adequate advanced technical knowledge of products ordered to adopt, follow and achieve all necessary safety precautions for handling, use, storage, and transport of products ordered from The Company.
- 7). Purchaser agrees to abide by all local, state, and federal government regulations.
- 8). Purchaser acknowledges and agrees that The Company makes no warranty, explicit or implied, in the selection, instruction or use of any product supplied by The Company. Further, Purchaser agrees that products ordered by Purchaser cannot be returned to The Company and that no refund is given by The Company unless the products received were not ordered from The Company.
- 9). Damage claims for goods shipped collect on the purchaser's account are not reimbursed by The Company.
- 10). Final clearance and release through Purchaser's Customs Authorities is entirely the responsibility of the Purchaser. The Company does not reimburse for any loss due to the Purchaser's inability to clear goods in a timely manner or for returns to The Company. This includes perishable items not properly stored during the clearance process.
- 11). Failure by The Company to enforce any term or condition of this agreement shall not constitute a waiver of rights of The Company.
- 12). The Company and Purchaser agree that this agreement shall serve as the complete and final expression between the parties, and cannot be modified except in writing with signatures by both parties.
- 13). Purchaser's submission of this agreement and subsequent order(s) shall be deemed Purchaser's conclusive acceptance and consent to all terms of sale.

ACKNOWLEDGEMENT: I have read, understand, and agree to adhere to the terms of sale as stated. I further acknowledge that I have entered into this agreement voluntarily and that I have the binding legal authority to enter into this agreement on behalf of the business or professional organization of which I am representing in this agreement.

CHANGES MADE TO THE ABOVE STIPULATIONS OR ANY FALSIFIED INFORMATION BELOW WILL BE CONSIDERED AN ACT OF FRAUDULENT MISREPRESENTATION

Signature_____

Date of Signature_____

Name (legible print only)_____

Business Name (REQUIRED)_____

VAT / Organization / Tax ID No.(REQUIRED)_____

Address (P.O. BOX NOT ACCEPTED)_____

City & State/ Province_____

Zip/Postal Code & COUNTRY _____