

## CELGARD TERMS AND CONDITIONS OF SALE FOR WEBSITE PURCHASE

**LIMITATION ON PURCHASE AND USE:** Products are sold via website only to academic or research affiliates. By purchasing hereunder, Buyer expressly certifies it is an affiliate of an academic or research institute. Products purchased via website may be used in research and development activities only. Commercial use is expressly prohibited.

**NO WARRANTY: PRODUCTS ARE SOLD AS IS. THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY USE CONTEMPLATED BY BUYER) CONCERNING THE PRODUCTS OR CONTAINERS IN WHICH SHIPPED, AND NONE SHALL BE IMPLIED BY LAW.**

**LIMITATION OF REMEDIES AND LIABILITY:** Buyer has no claim vis a vis Seller for any Products sold hereunder, and hereby waives any and all such claims against Seller. In the unlikely event Buyer is awarded a claim successfully, Buyer's exclusive remedy for any cause of action is a claim for damages which in no event will exceed the price of the specific Products as to which the claim is made. Seller shall not be liable, and Buyer waives all claims against Seller, for incidental or consequential damages based upon negligence, breach of warranty, strict liability in tort, or any other cause of action. Seller will not be liable to Buyer for any loss, damage, or injury to persons or property resulting from Buyer's handling, storage, transportation, resale, or use of the Products in manufacturing processes, or in combination with other substances, or otherwise. Buyer agrees that the Products will not be resold. Buyer will indemnify Seller from all losses, including attorney fees, for any claims brought by third parties relating to unused Products that have been resold.

**FORCE MAJEURE:** Neither party will be liable for non-performance or delaying performance due wholly or partly to any cause not in its control or not avoidable by reasonable diligence. Upon the occurrence of any such contingency, the party so affected may suspend or cancel deliveries during the period of such contingency.

**DELIVERIES:** Shipment dates are estimates only. No shipment shall be deemed late if made within ten (10) days after specified date thereof, and no delivery shall be deemed late if made within 60 days after specified date thereof.

**PAYMENT, TITLE:** Payment is in advance. Title, property, and risk of loss shall pass to Buyer when Products have left the Seller warehouse, notwithstanding any other agreed upon deliver terms.

**RETURNABLE MATERIALS:** Buyer will unload and release all returnable materials and transportation equipment, if any, promptly so that no expense or loss shall be incurred by Seller. Buyer shall assume all liability, including demurrage, with respect to such returnable materials and equipment, including packaging,

**FREIGHT AND INSURANCE:** If Seller is to pay freight and insurance, Seller may initially designate the means of transportation and routing, and if Buyer requires a more expensive means or routing, Buyer will pay any extra cost involved.

**HANDLING; LOADING; UNLOADING AND CONTAINERS:** Buyer acknowledges that the Products may require special handling, storage, transportation, treatment, or use to comply with applicable safety and environmental laws and will take all reasonable action to comply with these laws.

**TAXES AND DUTIES:** All duties, tariffs, consular fees, and charges and taxes, now or hereafter imposed with respect to this instrument or the processing, manufacture, sale, delivery, transportation, importation, exportation, or proceeds of the Products hereunder or on remittance of funds in payment for the Products shall be paid by Buyer, and if paid or required to be paid by Seller, the amount thereof shall be added to and become a part of the price payable by Buyer. If any Products are rejected, Buyer shall pay all taxes, duties, or other charges resulting from failure to re-export the Products from country of destination within such time limits as may be prescribed by law.

**RESOLUTION OF DISPUTES:** Disputes shall be settled by jurisdiction of the Courts of North Carolina, which federal or state courts shall have exclusive jurisdiction hereunder. The law of the State of North Carolina shall apply to all disputes hereunder.

**ANTI-BRIBERY:** Buyer will comply with all Anti-Bribery Laws, and shall not directly or indirectly make, or cause any other person to make, any improper payment or bribe to another person or entity, public or private, with the intention of obtaining or retaining business, or a business advantage, on behalf of Seller. "Anti-Bribery Laws" shall mean the Unfair Competition Prevention Act of Japan, Bribery Act 2010 of UK, and the Foreign Corrupt Practices Act of 1977 of the US, and all other anti-bribery laws applicable to Seller and Buyer. Buyer shall notify Seller immediately and provide all relevant information in the case Buyer breaches this provision. In case of any breach hereunder, Seller may terminate this Agreement without any liability to Buyer.

**CURRENCY AND FOREIGN EXCHANGE:** Unless otherwise provided herein, prices are stated and shall be payable in currency of the United States at such place as Seller may designate.

**NOTICES:** All notices under this contract must be in writing and mailed or delivered to the appropriate address set forth at the beginning of this contract.

**MISCELLANEOUS:** These terms and conditions constitute the entire contract. No modification, limitation, waiver, or discharge of this contract or of any of its terms shall bind Seller unless in writing and signed by Seller's authorized employees at its headquarters. Notwithstanding the foregoing, no modification shall be effected by the acknowledgment or acceptance of purchase order forms containing different terms and conditions. No salesperson is authorized to bind Seller; orders placed with salesperson are not binding on Seller unless confirmed in writing by Seller's authorized employee. All technical advice, recommendations, and services rendered by Seller are intended for use by persons having skill and know-how, at their own risk, and Seller provides such AS IS and assumes no responsibility for results obtained or damages incurred from their use.