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GENERAL POLICIES and CONDITIONS

For over three decades, ICN has been supplying high quality organic and inorganic chemicals. Today, our line of rare and fine chemicals finds application in all areas of chemical R & D, and includes organics and inorganics, catalysts, organometallics, natural products and biochemicals.

ICN's worldwide operations afford us access to truly rare and unique chemicals and reagents. Many of the products listed in this catalog simply cannot be obtained from any other laboratory supplier. ICN makes a dedicated effort to maintain all these products in stock, and most orders are shipped within 24 hours of receipt. However, due to rare, unique and sometimes esoteric nature of many of these items, we occasionally find that some items are limited in their availability. In some cases, we are restricted to the quantities available in our existing inventory, and once depleted, certain products can no longer be offered. Should this occur, we will promptly notify the buyer that the item(s) is no longer available.

Our showcase of rare and fine chemicals is further enhanced by our ability to supply many other products not listed in this catalog. If you cannot locate a particular compound you require, please call ICN customer service representative for assistance. We will be pleased to consider supplying an unlisted item for "custom preparation" basis and will provide a quotation for your requirements.

From Acetin through Zingerone, ICN is your source for those unique, hard to find reagents. One call. One Source. One Company - ICN.

It is the desire of ICN Biomedicals, Inc. that all customers be pleased with the quality of our products and with the service received from all company personnel. In the event a problem should arise, please contact ICN immediately. Your concerns will be addressed expeditiously with the highest possible standards of service.

The following pages delineate the general policies, conditions and procedures which apply to products presented in this catalog. In addition, prospective purchasers are invited to examine specific policies detailed in the ICN General Catalog.

Order Requirements

To expedite your order, please include the following information:

- **Complete Shipping Address**
- **Complete Billing Address**
- **Purchase Order, Credit Card or Procurement Card Number**
- **Catalog Number, Product Name, Size and Quantity**
- **Special Packaging or Shipping Instructions (unless specified, the material will be shipped "best way" pertaining to regulatory and economic criteria)**

All orders are F.O.B. from the shipping point, unless specific arrangements have been made with ICN prior to placing an order. Freight charges are prepaid and added to the final invoice. Standard payment terms are net 30 days from the invoice date. Prices are subject to change without prior notice. Orders may be placed by phone or fax. In the United States of America, payment may be made by Purchase Order, VISA,

Mastercard, procurement cards, or on a prepayment basis. For all other countries, please contact your local ICN office or distributor for payment methods.

*Orders can also be placed online at : www.icnbiomed.com. Normally, ICN does not require a written confirmation on any order. However, if it is necessary for the customer to send a written confirmation, the word "Confirmation" must be clearly indicated as to help avoid any duplication of shipment. ICN will not be held responsible for situations when this step is not followed.

The minimum order requirement is \$25.00 (U.S.). This amount does not include any special packaging, service, and/or handling fees. Orders received for less than \$25.00 (U.S.) will be billed at the minimum level.

Orders from elementary or high schools must be accompanied by a signed statement from a qualified science instructor indicating that he/she understands any hazards associated with the material being ordered and that he/she assumes any and all responsibility for its use. Certain toxic or hazardous materials will not be supplied to individuals.

Shipping Information

Under normal conditions, freight and handling charges are prepaid and added to the invoice. Certain items may require special handling, packaging or shipping. In such cases, additional charges must be levied to cover the cost of the special requirements. For international orders, please contact your local ICN office for freight charges and customs duties. Orders for regularly stocked items are normally shipped within a business day by the most rapid and economical mode of transportation. In the event that an order specifies an item currently out of stock, or if for any reason we cannot make a complete shipment, a partial shipment will be made unless instructed otherwise by the customer. ICN will strive to notify the customer immediately of any unanticipated delay.

Special Terms

Due to the advanced nature of ICN's products, some of them may be subject to export controls administered by the U.S. Government. If ICN products are intended for export from the United States or re-export from any other country, it is the responsibility of the customer to obtain any necessary export licenses or other authorization. For questions regarding export control requirements, customers should consult their institute's export control administrator. In addition, when purchasing an ICN product, all customers expressly agree to the following special terms and conditions:

Export Control Requirements

Domestic Sales: As express consideration for the purchase of ICN products, the customer agrees that the purchase is only for domestic use in the United States. If, at a later date, the customer decides to export or re-export an ICN product, they will obtain any necessary license and/or authorization required prior to the export or re-export.

International Sales: As express consideration for the purchase of ICN products, the customer agrees that products will not be diverted, re-exported, or used in any manner contrary to U.S. law.

Pricing Information

The sizes appearing in this catalog represent the most frequently requested quantities. We do recommend customers contact ICN for current prices and availability if this information is necessary prior to placing an order. ICN reserves the right to amend prices and discontinue any item or package size without prior notification.

Product Information

ICN Biomedicals research products and reagents are intended for laboratory research use only. They are NOT to be used as drugs, food additives, cosmetics, household chemicals, agricultural or pesticidal products. Although certain products may be used for investigational studies in animals, neither the animals used in such studies nor any of the edible products may be used as food for humans or animals.

Limited Warranty

ICN Biomedicals, Inc. warrants that, at the time of shipment, the products sold are free from defects in materials and workmanship and conform to the specifications which accompany the product. No other warranty is expressed or implied with respect to the products. This includes any warranty of merchantability or fitness for any particular purpose. Notification of any breach of warranty must be made within the shorter of 60 days of receipt of the product (or the half-life of the radioisotope contained in the product when applicable), unless otherwise provided for in writing by ICN. No claim shall be honored if any customer fails to notify ICN within the period specified. The sole and exclusive remedy to the customer for any liability on the part of ICN of any kind, including liability based upon warranty (expressed or implied, whether contained herein or elsewhere), strict liability, contract, or otherwise is limited to the replacement of the goods or the refund of the invoice price of the goods and related freight charges when applicable. In no event shall ICN Biomedicals, Inc. be liable for special, incidental or consequential damages of any kind.

Return Policies

Prior authorization from ICN is required before any item can be returned. Under no circumstances will any credit, refund, or replacement be issued for any item without this authorization. The replacement of the item, refund of the purchase price, or credit of the customer's account is solely at the discretion of ICN Biomedicals, Inc.

A full credit, refund, or replacement will be made depending on any of the following criteria:

1. If the shipment is duplicated or damaged due to an error on the part of ICN Biomedicals, Inc.
2. If the product does not meet the specifications described on the accompanying data sheet or related collateral material published and distributed by ICN.

For either reason, ICN must be notified within one week (7 days) after receipt of the material to receive a credit, refund or replacement. Merchandise ordered in error by the customer may be returned at the discretion of ICN and subject to a minimum restocking charge of 20%. No product may be returned after 30 days of receipt.

Regulatory Requirements

Many of the products offered in this catalog are "investigational" in nature. Thus, these items may not have been tested for toxicologic or other hazardous properties. The burden of providing adequate safeguards to workers and the general public from either known or undemonstrated potential hazards of such materials lies solely with the user. Since our products are sold for research and developmental purposes, ICN makes the assumption the user is a competent and qualified professional who understands and employs the appropriate precautions for the material in question and consistent with the requirements of any cognizant regulatory agency. The products listed herein are not to be used as drugs or medical devices in order to diagnose, cure, mitigate, treat or prevent diseases in man or animals. Either as part of an accepted course of therapy or in experimental clinical investigation. Nothing disclosed herein is to be construed as a recommendation to use any of the ICN products in violation of any patents. Furthermore, ICN does not warrant that any product, either alone or in combination with other products, is immune from charges of patent infringement. ICN will NOT be held responsible for patent infringements or other violations that may occur from the use of any of its products. The information presented herein and the products offered are without warranty or guarantee since the ultimate conditions of use are beyond our control.

MSDS and Hazard Information

Products supplied by ICN are intended for use by qualified individuals trained in proper laboratory and manufacturing procedures and familiar with any potential hazards. Precautions and safe administration are the sole responsibility of the customer. The nature of the potential hazard of any chemical or product is described on a Material Safety Data Sheet which is provided for any hazardous material and available upon request or from ICN Biomedicals' webpage at www.icnbiomed.com. Since the potential hazard of many compounds cannot be assessed, the absence of a Material Safety Data Sheet or warning must NOT be interpreted as an indication of a product's safety.

Toxic Substances Control Act

Seller does not warrant the materials in this catalog are (or will be) listed in an inventory of chemicals substances manufactured, imported or processed in the United States for commercial purposes, compiled and published (or to be compiled or published) by the U.S. Environmental Protection Agency under the Toxic Substance Control Act. Consistent with the intent of this catalog, Seller assumes that Purchaser will use materials purchased hereunder for research and development purposes within the meaning of the Act, or will assure that any other use is in full compliance with the Act and its implementing regulations.