



AK Scientific
30023 Ahern Avenue Union City, CA 94587, USA
Phone (510) 429-8835 Fax: (510) 429-8836

Customer Account Application (All information provided will be held in strict confidence.)

Company Name _____	
No of Employees _____	web site _____
Billing Address _____ Residence? Y / N	
City _____	State _____ Zip Code _____
Accounting Contact _____	e-mail _____
Phone No _____	Fax No _____
Shipping Address _____ Residence? Y / N	
City _____	State _____ Zip Code _____
Main Contact _____	e-mail _____
Phone No _____	Fax No _____
Description of Business Activities _____	
Do you have a facility or a lab that is capable of receiving and handling hazardous chemicals? Yes or No	
Year Established _____	Type of Business <input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>
Non-Profit	
Owner/Officer _____	Title _____
Federal Tax ID _____	State Registration No _____
Company Bank Reference	
Bank Name _____	Account No _____
Contact Name _____	Contact Phone No _____
Trade References	
Company Name _____	Account No _____
Address _____	Contact Name _____
Contact Phone No _____	Fax No _____
Company Name _____	Account No _____
Address _____	Contact Name _____
Contact Phone No _____	Fax No _____
Company Name _____	Account No _____
Address _____	Contact Name _____
Contact Phone No _____	Fax No _____

Buyer's Acknowledgement

By signing below, buyer certifies that the information provided is true and correct. Buyer also, having carefully read all provisions of the attached Buyer's Use of Product and Terms and Conditions acknowledges receipt of, and agreement to the terms contained herein.

Buyer _____ Title _____ Date _____

AK Scientific's products are intended primarily for R&D use and, unless otherwise indicated on AK Scientific's invoice, other writings, or on product labels, are not to be used for other purposes, including, but not limited to, human or animal use, or a component in, a food, drug, or medical device (including in vitro diagnostic reagents) or cosmetics as defined in the Federal Food, Drug and Cosmetic Act, as amended, nor as a pesticide as defined in the Federal Insecticide, Fungicide and Rodenticide Act, as amended. Buyer acknowledges that the products purchased hereunder have not been tested by AK Scientific for safety and efficacy in a food, drug, cosmetic or pesticide unless otherwise stated by AK Scientific in writing furnished to Buyer. Buyer expressly represents and warrants to AK Scientific that Buyer will properly test, use, manufacture and market any products purchased from AK Scientific and any final articles made from them in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable federal and state food, drug, device, and cosmetic and other relevant laws and regulations, now and hereinafter enacted. Buyer further warrants to AK Scientific that any final articles manufactured from AK Scientific's products shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be articles which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

Buyer acknowledges that AK Scientific's products are intended primarily for laboratory use and they may not be on the inventory of Existing Chemical Substances defined pursuant to the Toxic Substances Control Act (TSCA). AK Scientific assumes no responsibility to assure that products purchased hereunder may be used in a commercial application as defined under TSCA.

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 AK Scientific. Buyer also has the duty to warn Buyer's customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products.

Buyer agrees to comply with instructions, if any, furnished by AK Scientific, relating to the use of the products and to not misuse the products in any manner. If the products purchased from AK Scientific are to be repackaged, relabeled, or used as starting material or components of other products, Buyer will verify AK Scientific's assay of the products.

TERMS OF SALE

Signature/Date: _____

PAYMENT TERMS

Net 30 Days of Invoice Date On Approved Credit.

VISA, MASTERCARD AND AMERICAN EXPRESS are acceptable forms of payment.

F.O.B. shipping point.

“F.O.B.” means “ex-factory” as stated in the “incoterms 1953” published by the International Chamber of Commerce, Paris, France.

SHIPMENT TERMS

Seller will make reasonable efforts to process and ship orders within twenty-four (24) hours. When complete shipments cannot be made, partial shipments may be made at Seller’s discretion unless otherwise requested.

Regardless of method of shipment, D.O.T. and I.A.T.A. regulations require the use of special packaging for certain hazardous chemicals. Additional charges for hazardous packaging and transportation will be added to the invoice. Seller’s standard hazardous packaging charge is **Fifteen Dollars (\$15.00)** per shipment but may be larger depending upon the quantity involved.

RETURN SHIPMENTS

We will not accept return shipments without prior authorization and shipping instructions. The situations which give rise to returns are often complicated and require individual attention and special handling. Unidentified or unauthorized return shipments will be discarded without credit. Be sure to contact us and we will do our best to resolve each situation in an equitable manner.

Charges will be imposed on catalog items returned due to your error. **Orders over \$30.00** will have a 20% minimum restocking charge imposed. **Orders less than \$30.00** will not be authorized for return.

Items which are proven defective or non-conforming to our specifications will be replaced at no charge or, at our discretion, credit issued upon receipt of returned goods.

All claims for replacement or credit must be made within 10 days of receipt of goods.

Our liability for any and all claims, losses or damages arising for any cause, including our negligence, shall in no event exceed the purchase price of the materials with respect to which the cause arose. In no event shall we be liable for incidental or consequential damages.

TSCA/USAGE

The goods sold pursuant to this Agreement are research chemicals defined under TSCA, are not to be used for food, drug, household or any other applications, and should be used or handled only by or under direct supervision of “technically qualified individuals” as defined in 40CFR710.2(aa).

The hazards, physiological and toxicological properties of the goods may not have been fully investigated and/or determined. Therefore, the goods should be handled with the utmost caution when they are used, stored or during disposal. Seller makes no guarantee of any results and assumes no liability for damage to any person, persons or property resulting from incorrect handling, storage, usage or disposal of the goods. Further, Seller is not responsible for conditions and actions beyond its control.

MATERIAL SAFETY DATA SHEETS (MSDS)

Seller will supply appropriate MSDS’s upon request. However, the nature of new research chemicals precludes complete knowledge and Seller makes no claim as to the completeness, correctness, currency or comprehensiveness of information provided in such MSDS’s. These goods are intended for use by qualified professionals only who are familiar with the potential hazards and have been fully trained in proper safety, laboratory and chemical handling procedures.

HAZARDOUS MATERIAL DISPOSAL

When disposing of a chemical, careful consideration must be given to the chemical and physical properties of the compound. It is imperative that all national, state and local laws and regulations governing chemical disposal be observed and followed. All waste disposal of chemicals should be handled only by individuals who have received specific chemical education and training and who are conversant with chemical handling and safety procedures. Since the hazards and physical properties of any chemical may not yet be fully determined, only technically qualified persons familiar with potential hazards should be responsible for their disposal.

The following reference books may be used as a resource:

The Manufacturing Chemists Association “*Guide for Safety in the Chemical Laboratory*,” published by Van Nostrand Reinhold, New York, 1972.

“*Prudent Practices for Handling Hazardous Chemicals in Laboratories*,” 1981, and “*Prudent Practices for Disposal of Chemical from Laboratories*,” 1983, published by National Academy Press, Washington, D.C.

ADDITIONAL TERMS AND CONDITIONS

Signature/Date: _____

- 1.** Delivery of goods to the carrier at Seller's plant or other loading point shall constitute delivery to Buyer and regardless of shipping terms, all risk of loss or damage in transit shall be borne by Buyer. If acceptable to Buyer, Seller may make delivery in installments. All such installments shall be separately invoiced and paid for when due per invoice and without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and, if unacceptable, shall hold the goods for Seller's written disposition. If Buyer shall fail to so notify Seller within 10 days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by Buyer. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power. Goods may not be returned for credit except with Seller's written permission, and then only in strict compliance with Seller's return of shipment instructions.
- 2.** Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event Seller is requested or required to pay any such tax, fee or charge, Buyer shall reimburse Seller; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.
- 3.** UNLESS SPECIFIED DIFFERENTLY IN WRITING, SELLER WARRANTS THAT ITS PRODUCTS SHALL CONFIRM TO THE DESCRIPTION OF SUCH PRODUCTS AS PROVIDED IN THE SELLER'S CATALOG, OR OTHER LITERATURE, IF FURNISHED TO BUYER.

THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SELLER'S WARRANTIES MADE IN CONNECTION WITH THIS SALE SHALL NOT BE EFFECTIVE IF SELLER HAS DETERMINED, IN ITS SOLE DISCRETION, THAT BUYER HAS MISUSED THE PRODUCTS IN ANY MANNER OR HAS FAILED TO USE THE PRODUCTS IN ACCORDANCE WITH INSTRUCTIONS, IF ANY, FURNISHED BY THE SELLER.

"SELLER'S SOLE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVIDED TO SELLER'S SATISFACTION TO BE DEFECTIVE OR NON-CONFORMING SHALL BE, IN SELLER'S SOLE DISCRETION, (1) THE REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE; OR (2) REFUND OF THE PURCHASE PRICE UPON THE DISPOSITION OF SUCH PRODUCTS IN ACCORDANCE WITH SELLER'S INSTRUCTIONS.
- 4.** Seller certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant thereto. Seller also certifies that to the best of its knowledge, it is in compliance with Executive Order 11246 and its regulations, rules and orders issued pursuant thereto; that it does not discriminate against any employed or prospective employee because of race, creed, color, national origin, sex, age or handicap, nor permit discrimination in any form nor maintain segregated facilities for its employees; that it actively pursues employment of minorities, females, handicapped, disabled veterans and veterans of the Vietnam era; and that it uses its best efforts to award contracts to and place purchase orders with minority business enterprises and with labor surplus area concerns and small business concerns.
- 5.** Buyer agrees to indemnify and hold Seller harmless from and against any and all losses, damages and expenses that Seller may sustain or incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort or other theory of law, by Buyer, its officers, agents or employees, its successors or assigns, and its customers, whether direct or indirect, in connection with the use of Seller's products, or by reason of Buyer's failure to perform the obligations herein contained. Buyer shall notify Seller within fifteen (15) days of Buyer's receipt of knowledge of any accident involving Seller's products resulting in personal injury or damage to property, and Buyer shall fully cooperate with Seller in the investigation and determination of the cause of such accident and shall make available to Seller all statements, reports and tests made by Buyer or made available to Buyer by others. The furnishing of such information to Seller and any investigation by Seller shall not constitute an assumption of any liability by Seller.
- 6.** Seller does not warrant that the use or sale of the products delivered hereunder will not infringe the claims of any United States or other patent covering the products itself or the use thereof in combination with other products or in the operation of any process.
- 7.** At Buyer's request, Seller may furnish technical assistance and information with respect to Seller's products. Unless otherwise agreed, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon. Seller makes no warranties of any kind or nature with respect to technical assistance or information provided by it. Any suggestions by Seller regarding use, application or suitability of the products shall not be construed as an express warranty unless expressly designated as such in writing signed by Seller.