

TYGER SCIENTIFIC, INC. – TERMS AND CONDITIONS OF SALE

January 1, 2008

ORDERING

Orders may be placed by telephone, e-mail or fax. To ensure the accuracy of an order, customers are encouraged to fax their purchase orders to customer service at 1-609-434-0143. Orders will be processed daily during our standard office hours, 9:00 am to 6:00 pm EST. Orders received after 6:00 pm will be processed the following business day.

Toll-free : (888)-329-8990 (US and Canada)

Tel : (609)-434-0144

Fax : (609)-434-0143

E-mail : sales@tygersci.com

Pricing

All prices are shown in US Dollars and are subject to changes without notice. We will confirm our current price when you place your order. Our written price quotations are valid for 30 days from issue.

Discounts are available for large orders of any single-unit item listed in our catalog. A 5% discount is granted for 5 or more units of the same item. A 10% discount is granted for 10 or more units of the same item. Additional discounts may be realized for 20 or more units and large bulk quantity.

Shipping

Products are shipped via Airborne Express Second Day service unless customers specify their carrier of choice. Unless specified, the customer is responsible for all shipping and handling charges. For international shipments, in addition to shipping charges, the customer is responsible for any applicable tariff and VAT charges.

In general, the point of origin is Ewing, New Jersey, USA. Title to the shipment passes to the customer upon delivery to the carrier.

We reserve the right to refuse sale of our products to individuals and customers on credit hold.

Return Policy

We will not accept return shipment without prior authorization and shipping instruction. Please inspect your packages immediately upon receipt and notify us promptly of any damage or discrepancies. Should an item be shipped to you incorrectly, as the result of an error on our part, we will take quick and appropriate action to correct the problem. **All claims for replacement or credit must be made within 10 days of receipt of goods.** 20% processing fee may be imposed on items returned due to your error.

Payment

The payment term for credit accounts is net 30 days from the invoice date. 1.5% per month finance charge will be applied to an account for overdue invoices. Other terms may be applied to special orders by arrangement with the individual customer. New accounts may be required to make payment in advance or COD upon delivery of their orders until credit has been established.

Payment may also be made by Credit Card. We accept Visa, Mastercard and American Express.

All payments must be received in US Dollars. Payments should be sent to P.O. Box 2358, Princeton, NJ 08543-2358, USA or wired to our bank account using the information on the invoices.

Liability

Tyger's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Tyger's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, at Tyger's sole discretion, upon the return of such products in accordance with Tyger's instructions.

The products supplied by Tyger are, unless otherwise stated, intended primarily for research purposes, and are not to be used for any other purposes, including but not limited to, in foods, drugs, medical devices or cosmetics for humans or animals, or for commercial purposes. Our products may not be on the Toxic Substances Control Act (TSCA) inventory. Buyer assumes responsibility to assure that the products purchased from Tyger are approved for use under TSCA, if applicable. As a condition of sale, we require that qualified, trained personnel properly test, use, manufacture, or market any products purchased from Tyger in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Tyger shall not in any event be liable for any incidental, consequential or special damages of any kind resulting from the use or failure of any products, even if Tyger 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 profit, failure to realize savings, loss of products of Buyer or other use or liability of

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 **Scientific Inc.**
Custom Chemical Manufacturing

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Fax: 609-434-0143
sales@tygersci.com

Buyer to a third party on account of such loss, or for any labor or any other expenses, damage or loss occasioned by such product including personal injury or property damage.

We don't warrant the use or sale of our products will not infringe on the claims of any US or foreign patents covering the products.