

General Terms and Conditions of Sale

CANCELLATION POLICY

All orders may be cancelled within 24 hours of the date of our receipt of your purchase order without a demand for full payment of such order. Cancellations received after the 24 hour deadline but within 48 hours of the date of our receipt of your purchase order will be subject to a \$500 order cancellation fee. Orders may not be cancelled later than 48 hours from the date of our receipt of your purchase order. No exceptions will be made. Placing confirmed Purchase Orders (POs) with Biocatalysts constitutes an agreement to these terms. No verbal POs will be accepted. If your company does not have an established internal PO program, Biocatalysts will fax or email you an acceptance form which must be signed and returned by an authorized employee of your company along with their Title. We appreciate your cooperation with these terms to ensure our losses and your pricing are minimized.

BIOCATALYSTS STANDARD CONDITIONS OF SALE

1. Contract

These Conditions set out the conditions pursuant to which Biocatalysts Inc. and any of their associated manufacturers for which they are a distributor including but not limited to Givaudan Flavors & Fragrances, has agreed to sell and deliver goods to the buyer, and should be read in conjunction with the commercial terms agreed between the parties, such as, without limitation, the description of the goods, the place and terms of delivery, the price, currency and terms of payment, and any special conditions. Such commercial terms, together with these Conditions, shall constitute the contract between the parties ("the Contract").

2. Quotations and Acceptance of Order

Orders shall be deemed to be an offer by the buyer, and are only binding on Biocatalysts on the earlier of (i) Biocatalysts sending the buyer an acknowledgement of order in writing, or (ii) Biocatalysts commencing the manufacture of goods in order to fulfill the order. Any quotations made by Biocatalysts are without obligation.

3. Quality

- 3.1. Biocatalysts warrants that at the time the goods leave Biocatalysts's factory or warehouse they will comply with the specification and/or sample agreed to by the parties. Biocatalysts shall not be liable for breach of warranty unless Biocatalysts receives from the buyer written notice of the breach within fourteen days after delivery of the goods, and Biocatalysts is given a reasonable opportunity thereafter to examine the goods.
- 3.2. Biocatalysts shall not be liable for any breach of the warranty contained in Paragraph 3.1 to the extent that: (i) the buyer makes any further use of the goods after giving notice pursuant to Paragraph 3.1; or (ii) any defect leading to such breach arises because the buyer has breached Paragraph 8.
4. Prices and Payment Guarantee Prices are exclusive of any sales, use or any equivalent local tax, which will be payable to Biocatalysts by the buyer in accordance with the law applicable from time to time against receipt of an appropriate invoice. In addition to any other right or remedy afforded by law or by this Agreement, during any period when there shall be outstanding any overdue invoice. Biocatalysts, at its sole option, may defer delivery or require payment in cash with all buyer orders hereunder, payment in cash upon delivery or security deemed satisfactory to Biocatalysts.
5. **Delivery**
 - 5.1. Biocatalysts will arrange delivery of the goods to, and the buyer will accept delivery of the goods at the agreed place of delivery and according to the terms of delivery set out in the Contract.
 - 5.2. Delivery dates are estimates on 1y and (subject to Condition 9) late delivery shall only entitle the buyer to terminate the contract and/or claim damages if the buyer has served notice, such notice demanding delivery of the late goods within not less than 14 days from the estimates delivery date, and Biocatalysts has failed to comply with such notice. Each delivery of goods shall constitute a separate contract and any breach thereof shall not entitle termination of the contract as a whole.
6. **Ownership and Risk**
 - 6.1. The goods are at the risk of the buyer from the time of delivery.
 - 6.2. All goods supplied by Biocatalysts shall remain in the legal and beneficial ownership of Biocatalysts and be held by the buyer only as bailee until the buyer has paid the price to Biocatalysts (and any sales tax thereon).
 - 6.3. All intellectual property rights in and relating to the goods, their manufacture, development or creation (including improvements thereto) shall be or remain vested to Biocatalysts (whether or not commissioned by the buyer) and the buyer will, at the request and cost of Biocatalysts, do so in any act and execute any documents necessary to confirm such rights in or transfer of such rights to Biocatalysts.
7. **Payment**
 - 7.1. Payment shall be made in full and in cleared funds within the period stated in the Contract. Late payment shall entitle Biocatalysts to terminate the Contract in whole or in part.
 - 7.2. The buyer may not for any reason suspend payment or make any deduction by way of set-off.
 - 7.3. If the buyer fails to pay Biocatalysts any amount payable under the Contract by the due date for payment the buyer shall be liable to pay any interest to Biocatalysts on the outstanding amount at the rate of 2 percent over prime rate of Citibank, NY, NY, plus any costs of collection, including without limitation court costs and attorney's fees.
8. **Duty of Care**

General Terms and Conditions of Sale

- 8.1. The buyer shall at all times handle the supplied goods with reasonable care and in conformity with Biocatalysts's oral or written instructions as to storage, use or maintenance of the goods, and shall perform no actions which might affect the quality or safety of the goods or the reputation of Biocatalysts's brands.
- 9. Liability**
- 9.1. Biocatalysts's total liability for any claim however arising in connection with the performance or non-performance of this Contract shall be limited to an amount equal to two times the amount invoiced for the goods in relation to which claim arises, net of any sales, use or equivalent sales tax.
- 9.2. Biocatalysts shall not be liable for any claim arising for: (i) loss of profits, goodwill, production, business, anticipated savings and third party contracts, or (ii) for incidental, consequential or indirect loss.
- 9.3. The buyer shall indemnify Biocatalysts against all third party claims, losses, costs (including legal costs), penalties and damages brought against, suffered or incurred by Biocatalysts in relation to the goods arising directly or indirectly out of any acts or omissions of the buyer, its employees or agents.
- 9.4. ALL WARRANTIES, REPRESENTATIONS, GUARANTEES, CONDITIONS AND TERMS OTHER THAN THOSE EXPRESSLY SET OUT IN THE CONTRACT, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE OR OTHERWISE, AND WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- 9.5. Representations about the goods, directions for their use, and marketing claims that can be made about the goods are made in good faith, but Biocatalysts shall not be liable for such representations.
- 9.6. Notwithstanding anything to the contrary in the Contract, nothing in these Conditions shall exclude, restrict or limit Biocatalysts's liability for (i) death or personal injury resulting from Biocatalysts's negligence and (ii) fraud, nor affect a consumer's statutory rights.
- 10. Confidentiality and Non-Analysis**
- 10.1. The buyer shall not disclose to any other party confidential information belonging to Biocatalysts to any associated company of Biocatalysts, or competitors of Biocatalysts (including, without limitation, specifications, formulae, manufacturing processes, know-how and any technical or economic information), or use such information for any purpose except as expressly authorized in writing by Biocatalysts, during the Contract and for ten years thereafter.
- 10.2. Considerable investment is made by Biocatalysts in relation to the creation and evaluation of each good that it sells to buyer. In order to protect the proprietary and confidential nature of Biocatalysts's goods the following restrictions apply to the use of its goods: (i) save as may be reasonably required for safety purposes the buyer shall not analyze or have analyzed, or permit or knowingly facilitate the analysis of, any sample or good supplied to buyer pursuant to the Contract, and (ii) buyer shall not copy or knowingly permit the copying of the goods.
- 11. Force Majeure**
- 11.1. If, as a result of force majeure (as defined in Paragraph 11.3), Biocatalysts is not able to comply with its obligation to deliver, then Biocatalysts shall be entitled, without being in default, to postpone delivery of the goods until such time as the force majeure has terminated.
- 11.2. If the situation of force majeure lasts for longer than a month, then both Biocatalysts and the buyer shall be entitled by serving notice on the other party to unilaterally terminate the still unperformed part of the Contract without liability to each other.
- 11.3. Force Majeure means any event which is beyond the reasonable control of the party affected such as, without limitation, acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, containers, transportation or labor, strike, lockout, or injunction, compliance with laws of regulations and breakage of machinery or apparatus.
12. Termination Biocatalysts may terminate, without prejudice to accrued rights, all or part of the Contract (i) by 30 days written notice, or (ii) by written notice with immediate effect of the buyer is in arrears of any amount owed to Biocatalysts; or the buyer becomes bankrupt or insolvent, or the buyer is in breach of contract and does not remedy such breach (if remediable) within 30 days of receiving notice of the breach.
- 13. General**
- 13.1. If any provision of the Contract is found by any court of competent jurisdiction to be wholly or partially illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability, or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.2. Failure or delay by Biocatalysts in enforcing any provision of the Contract will not be a waiver of any of its rights under the Contract.
- 13.3. Any variation or amendment to these Conditions shall be in writing described as an amendment or variation hereto and signed by Biocatalysts and buyer. 13.4. The buyer shall not be entitled to assign any of its rights or obligations under the Contract without prior written consent of Biocatalysts.
- 14. Law of Jurisdiction**
- 14.1. The contract shall be governed by the internal laws of the State of Florida, USA.
- 14.2. Any dispute arising out of or in connection with the Contract shall be subject to the non-exclusive jurisdiction of the federal and state courts of Florida