

General Information

Opening a Sigma-Aldrich Account

When you are ready to place your order, call our Order/Customer Service number and supply the Sigma-Aldrich service representative with your shipping and billing information. The Sigma-Aldrich service representative will ask you some questions about your general business, along with taking the products for your order. Our New Account Department will then verify this information, as well as validate your intended use of our products. You may be contacted for further clarification; however, we will take quick and suitable action to establish your new account. To further expedite our process, please have a credit card available to prepay your first order. For information regarding the appropriate uses of Sigma-Aldrich products, please read the following.

Use of Products

Sigma-Aldrich's products are intended primarily for laboratory research purposes and, unless otherwise stated on product labels, in Sigma-Aldrich's catalog, or in other literature furnished to Buyer, are not to be used for any other purposes, including but not limited to, *in vitro* diagnostic purposes, in foods, drugs, medical devices, or cosmetics for humans or animals, or for commercial purposes.

Buyer acknowledges that the products have not been tested by Sigma-Aldrich for safety and efficacy in food, drug, medical devices, cosmetic, commercial or any other use, unless otherwise stated in Sigma-Aldrich's literature furnished to Buyer. Buyer expressly represents and warrants to Sigma-Aldrich that Buyer will properly test, use, manufacture, and market any products purchased from Sigma-Aldrich and/or materials produced with products purchased from Sigma-Aldrich in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Buyer further warrants to Sigma-Aldrich that any material produced with products from Sigma-Aldrich shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be materials which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

Buyer realizes that, since Sigma-Aldrich's products are, unless otherwise stated, intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. Buyer assumes responsibility to assure that the products purchased from Sigma-Aldrich are approved for use under TSCA, if applicable.

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 Sigma-Aldrich. 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 Sigma-Aldrich relating to the use of the products and not misuse the products in any manner. If the products purchased from Sigma-Aldrich are to be repackaged, relabeled or used as starting material or components

of other products, Buyer will verify Sigma-Aldrich's assay of the products. No products purchased from Sigma-Aldrich shall, unless otherwise stated, be considered to be foods, drugs, medical devices, or cosmetics.

Pricing

Prices are subject to change. Please visit us at sigma-aldrich.com for current prices. We guarantee our written quotations for 90 days. When placing your order, please reference our quoted prices or our pro forma number. If you place your order by phone, we will confirm our current price at that time.

Price Changes

Shipment will be made promptly even if prices have been nominally increased. Price reductions will be automatically applied to your invoice.

Warranties and Disclaimers

Sigma-Aldrich warrants that its products shall conform to the description of such products as provided by Sigma-Aldrich through Sigma-Aldrich's catalog, analytical data, or other literature. **THIS WARRANTY IS EXCLUSIVE, AND SIGMA-ALDRICH MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Sigma-Aldrich's warranties made in connection with any sale shall not be effective if Sigma-Aldrich has determined, in its sole discretion, that Buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Sigma-Aldrich.

Sigma-Aldrich's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Sigma-Aldrich's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, at Sigma-Aldrich's sole discretion, upon the return of such products in accordance with Sigma-Aldrich's instructions. **SIGMA-ALDRICH SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SIGMA-ALDRICH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWNTIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SIGMA-ALDRICH'S GROSS NEGLIGENCE.** All claims must be brought within one (1) year of shipment, regardless of their nature.

For more information about Sigma-Aldrich's terms and conditions of sale, you should review our invoices and packing slips, or you may obtain a copy of our terms and conditions by contacting our Customer Service Department.

General Information

Return Policy

Our Customer Service Department is available to assist you should a problem arise with your order. 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.

Prior to returning any items, please contact the Customer Service Department to obtain a Return Material Authorization (RMA) and shipping instructions. A return authorization will ensure the safe and proper handling of material and enable us to expedite a resolution. Items returned without prior authorization may not be accepted. Shipment of authorized returns should be made within 30 days of the issuance of the RMA.

We will do our best to fulfill requests to return material. However, in order to maintain the quality of our products and continue to provide competitive prices, certain items may not be returned for credit. These items include: diagnostic reagents, refrigerated or frozen products; reagents and standards which have passed their expiration dates; custom products or special orders; products missing labels, parts, or instruction manuals; and books, computer software and equipment removed from their original packaging. Returns accepted for items ordered in error may be subject to a 20% processing fee.

Domestic Shipping Information

All orders are shipped FCA shipping point. Transportation charges will vary with the destination, weight, and content of each shipment. Special packaging, such as poison packs or metal over-pack cans, may be necessary for safe delivery of certain hazardous chemicals. All special packaging, administrative, and freight charges are available upon request at order entry and are indicated on our invoices.

We reserve the right to change a requested method of shipment if it does not comply with regulations or, in our judgment, will not deliver a product safely.

Any transportation and handling charges quoted or invoiced include charges in addition to actual freight costs. For collect shipments, please include your account number with your preferred carrier to ensure proper billing.

Backordered items are shipped and invoiced separately as they become available.

International Shipping Information

Numerous restrictions and regulations govern the international transport of chemical products. We strive to ship all orders without delay and to minimize delivery costs within these regulatory guidelines.

All orders prepared for shipment outside the contiguous USA are FCA shipping point. The volume of our international shipments results in very competitive rates from our freight forwarders. For orders shipped through our designated carriers, we pay the transportation and handling costs in advance. These costs are added to your invoice. You can choose other forwarders to handle your orders; however, such orders are

delivered on a collect basis. Please note, we will only ship our products through an IATA-approved freight forwarder.

Hazardous items and items that require ice for shipment incur additional charges. They are commonly shipped via air freight. In general, hazardous materials cannot be included with wet or dry ice air freight shipments. Orders containing hazardous and wet or dry ice items will incur two separate air freight charges. Whenever possible, Sigma-Aldrich consolidates air freight to minimize shipping costs. In some instances, Customs and other regulations may prevent us from doing this in your country.

Backordered items are shipped FCA shipping point when they become available, unless alternative instructions are provided when the original order is placed. To minimize freight costs, backorders can be consolidated with future shipments.

You can help us process your orders quickly and efficiently in a variety of ways:

- Include a contact name, telephone number, and fax number on your purchase order. If you use a broker or agent to clear your shipments through Customs, include the broker's name, telephone number, and fax number as well.
- Consolidate your orders. Minimize the number of shipments by consolidating the products that require air freight shipment.
- Consolidate orders from different departments within your institution. We can bill individual departments separately, if necessary. Please instruct us accordingly when placing your order.
- Confirm your acceptance of air freight costs on your order.
- For collect shipments, include your account number with your designated carrier.
- Place orders through your nearest Sigma-Aldrich office.
- Submit orders once to avoid duplication. If you place orders by mail, fax, or email, it is unnecessary to send a confirmation copy. Our service representatives are happy to assist you with the status of your order.

Wet Ice/Dry Ice Shipping Information

Recommended long-term storage is indicated on our Web site as follows:

- 2-8°C Refrigerator/cooler
- 20°C Freezer
- 70°C Ultracold freezer at or below -70 °C
- 196°C Under liquid nitrogen

Not all items requiring long-term cold storage need to be shipped in ice. Shipping conditions may differ from our recommended storage temperatures. We will ship under conditions that ensure the quality of the product. We try to estimate the amount of dry or wet ice needed, but we cannot predict time lost in Customs offices or in route. The customer is responsible for prompt Customs clearance. If you cannot ensure prompt Customs clearance, be sure to order additional ice and specify which airport you prefer.

To help prevent delays in Customs, please include name and telephone or fax number of person to contact upon arrival.

