



SENDING YOUR ORDER

Step #1: Prepare your order using your company's purchase order or a formal USP price quote from Customer Service.

- In all correspondence, refer to your purchase order number, your USP customer number, and/or your USP price quote number.
- Purchase order numbers are required for all credit term orders.

Step #2: Give USP the delivery contact name and telephone number.

- A recipient name and telephone number are required for all orders.
- Providing a contact will expedite communication of problems or issues with your order, especially internationally, and will increase delivery speed.

Step #3: Use the most efficient payment method you can.

- Valid Visa, MasterCard, or American Express—Please **DO NOT EMAIL** credit card information.
- Credit terms with USP
USP will extend credit limit equivalent to US\$2,000 upon request, to all eligible customers in the United States, Canada, and applicable European countries. All others can apply for credit terms by contacting our Credit Department at jvt@usp.org or calling +1-301-881-0666, ext. 8171.*
- * Austria, Belgium, Bulgaria, Croatia, Czech Rep., Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Rep., Slovenia, Spain, Sweden, Switzerland, United Kingdom. For orders in other countries, please contact your account manager or custsvc@usp.org.
- Check drawn on a U.S. bank. Checks may only be used for U.S. Dollar orders.
- Wire transfer
Use only if necessary. If you must use this payment method, please include your USP quote number and/or customer number on the wire transmission information. Please fax a copy of your wire receipt and order to USP once the wire has been sent so we know to expect it.
Customers are responsible for paying all bank fees for wire transfers.

Step #4: Send USP your order quickly and securely.

- USP Store at www.usp.org
As soon as you click the "Place Order" button, we have it, and you will get an immediate confirmation by email.
- Email Customer Service at custsvc@usp.org
- Telephone +1-301-881-0666, 1-800-227-8772 (U.S. and Canada), or 00-800-4875-5555 (Select Europe). A Customer Service Representative will take your order Monday–Friday, 4:30 a.m.–5:00 p.m. EST.

- Fax to +1-301-816-8148.
USP will confirm your order within two business days by return fax, email, or phone.
- **Mail orders*** to: 7135 English Muffin Way, Frederick, MD 21704
Mail payments to: 12601 Twinbrook Pkwy., Rockville, MD 20852
**USP does not recommend ordering by mail when you require fast processing.*

TERMS AND CONDITIONS

All sales are subject to USP's Terms and Conditions of Sale.

REFERENCE STANDARDS QUANTITY DISCOUNT POLICY

USP's quantity discount policy allows a 5% discount on quantities of ten or more of the same item purchased through the USP Store only. Discounts do not apply to Reference Standards purchased for resale, including USP Distributors, and do not apply if the order is placed by phone, fax, mail, or email. Our customer service department will be pleased to assist you in creating a USP Store account and to provide a brief tutorial on the advantages of using the USP Store.

PROBLEMS, CONCERNS, TECHNICAL SUPPORT

USP has a well-trained staff for order and product support.

Order Issues, Concerns, or Suggestions

USP Customer Service
Phone: +1-301-881-0666, 1-800-227-8772 (U.S. and Canada), or 00-800-4875-5555 (Select Europe)
Fax: +1-301-816-8148; email: custsvc@usp.org

Reference Standards Technical Service

Lisa Corbin, Associate Technical Services Manager
Phone: +1-301-816-8129
Fax: +1-301-998-6807; email: rstech@usp.org

International Controlled Substances

USP International Controlled Substances Team
Phone: +1-301-881-0666, ext. 8164, 6826, 8109 or 8111
Fax: +1-301-998-6819; email: juls@usp.org, fxc@usp.org, jbs@usp.org or rlh@usp.org

Electronic Product and USP Store Support

Phone: +1-301-816-8168
Fax: +1-301-816-8280; email: support@usp.org

Monograph and General Chapter Support

Documentary Standards Division
Phone: +1-301-816-8151
Fax: +1-301-816-8182; email: stdsmonographs@usp.org



SHIPPING

- USP does not ship any products to post office boxes. Please include a street address or your order will not be delivered.
- International customers are responsible for paying all customs duties, taxes, and tariffs levied for importation of USP products.
- Customers can request rush order handling for an additional US\$75.00 charge (restrictions apply).
- Customers can choose their own carrier preference by giving USP their DHL, (international shipments only), UPS, or FedEx account number, for eligible items.
- USP will select the most appropriate carrier and least expensive method to ensure expedited delivery. Surcharges may apply.

SHIPPING CARRIERS

USP uses FedEx as its default carrier because we have negotiated favorable shipping rates with FedEx, which we pass on to our customers. However, we use alternative carriers for locations to which there is no FedEx service.

Default shipping rates for FedEx on RS orders

Zone	Standard Ambient	Dry Ice or Gel Pack
Europe/Russia	\$80.00	\$110.00
Asia-Pacific	\$80.00	\$110.00
Middle East/Africa	\$120.00	\$166.00
Mexico/Central and South America/Caribbean	\$93.00	\$166.00
Canada	\$59.00	\$88.00
U.S. and Puerto Rico	\$39.00	\$53.00

If you would like a specific item not listed as requiring Cold Ship section of the catalog to be shipped on Gel Pack or Dry Ice, freight charges for Gel Pack and Dry Ice above will apply.

Location	Shipper	Products
Brazil	Air Freight/Door to Airport	Reference Standards

PREFERRED CARRIERS FOR DANGEROUS GOODS

Reference Standards that have been classified as dangerous goods have specific requirements for shipping. Please consult the list below to find the preferred carrier for any order that contains a Reference Standard that has been classified as a Dangerous Good by the United Nations.

Dangerous Goods Default Shipper: DHL (excepted quantities)

American Samoa, Andorra, Australia, Bangladesh, Benin, Bosnia and Herzegovina, Brunei, Bulgaria, Cambodia, Cameroon, Chile, Costa Rica, Côte d'Ivoire, Croatia, Cyprus, Dominica, Ecuador, El Salvador, Estonia, Gabon, Ghana, Gibraltar, Greece, Grenada, Guam, Guatemala, Guernsey, Holy See,

Honduras, Hong Kong, Iceland, India, Jamaica, Jersey, Kuwait, Lao People's Democratic Republic, Latvia, Liechtenstein, Lithuania, Macao, The Former Yugoslav Republic of Macedonia, Marshall Islands, Mexico, Montenegro, Morocco, Myanmar, New Zealand, Nigeria, Norway, Pakistan, Panama, Paraguay, Peru, Poland, Portugal, Romania, Russian Federation, Saudi Arabia, Serbia, Slovakia, Slovenia, South Africa, Sri Lanka, Thailand, Turkey, Ukraine, Uruguay, Vietnam, and Virgin Islands, U.S.

Please note: For all international shipments requiring transport via Air Freight/Door to Airport, a \$235 freight surcharge applies.

Area	Dangerous Goods
Europe/Russia	\$93.00
Asia-Pacific	\$93.00
India*	\$300.00
Middle East/Africa	\$138.00
Mexico/Central and South America/Caribbean	\$110.00
Canada	\$69.00
U.S. and Puerto Rico	\$47.00

*All Dangerous Good shipments to India will be shipped Air Freight/Door to Airport only effective January 1, 2016 at a cost of \$300.00 per shipment.

For all other countries that cannot accept Dangerous Goods via FedEx or DHL, the required shipping method is Air Freight/Door to Airport. To determine if you should use this shipping method, please contact USP Customer Service at +1-301-881-0666 or 00-800-4875-5555 (Select Europe).

INTERNATIONAL COLD CHAIN SHIPMENTS

USP has identified several items for cold shipment that will require the cold chain to be maintained internationally. Items that USP has determined must remain frozen will be charged an additional fee based on the region (see table below). If you would like to use this service for other items, please contact USP Customer Service.

Default shipping rates for World Courier on International Cold Chain RS order

Area	Cold Chain Shipment Freight Charges
Europe/Russia	\$745.00
Asia-Pacific/China/India	\$895.00
Middle East/Africa	\$810.00
Mexico/Central and South America	\$810.00
Canada	\$810.00



Ground Shipping to European Countries for USP Publications

USP offers a lower-cost ground shipment method as our standard shipping to certain countries in Europe for USP publication product orders only. This service is specifically for orders that will be shipping out of our Amsterdam warehouse facility, and thus must have a VAT number submitted with the order. The freight cost, transit times, and a country listing for this service are indicated below. Air transport will still be available at a higher rate. Contact USP Customer Service for air freight rates.

Countries Serviced with Transit Times

3 Days		
Belgium	Denmark	France
Netherlands		
4 Days		
U.K.		
5 Days		
Czech Rep.	Estonia	Finland
Greece	Hungary	Ireland
Italy	Latvia	Lithuania
Norway	Portugal	Slovakia
Slovenia	Spain	Sweden

Freight Rates (New Standard Ground Option)

USP–NF Print.....	\$137.00
USP–NF USB Flash Drive	\$121.00
USP–NF Archive USB Flash Drives	\$42.00
USP Dictionary	\$72.50
FCC 10th Edition Print	\$66.75

SPECIAL INSTRUCTIONS FOR INTERNATIONAL CUSTOMERS

- **Ordering direct from USP or an Authorized Distributor is the fastest method to get results:** Using product resellers, such as book or chemical supply houses, can add up to eight weeks to your order fulfillment time. Typically, USP processes orders for all our customers within two business days. USP cannot control how long a reseller keeps your order before giving it to USP for processing or how long it holds the product before passing it along to you.
- **Apply for credit terms with USP:** Many customers must prepay because they have not applied for credit terms with USP. Having credit terms allows you to place orders using your company purchase order and pay once you get USP's invoice.
- **If you must prepay, please use a valid credit card:** Credit cards are the easiest payment method. Avoid checks or wire transfers, if possible.
- **If you must prepay, get an official USP price quote before ordering:** Having an official USP price quote allows you to arrange payment with the security of knowing the price will not

change for 30 days. Please reference the USP quote number on all checks, wires, and/or credit card orders. This will improve accuracy and shorten order processing time.

- **Customs clearance:** USP does not offer customs clearance services. We suggest that you arrange for a customs broker to facilitate clearance or allow FedEx to clear customs for you. Customs clearance is often the longest part of your product delivery time. Customers are responsible for paying all customs duties, taxes, or tariffs levied for bringing USP products into their country.
- **Language:** USP has a diverse workforce. If you have trouble communicating in English, please ask your Customer Service Representative to find a USP employee who speaks your language. USP Customer Service has English, Spanish, German, Italian, Arabic, French, Mandarin Chinese, Hindi, Urdu, Bangla, Punjabi, Russian and Korean language speakers on staff.
- **Problems or issues:** USP has regional account managers who can support your product inquiries, technical questions, or general information needs in addition to those listed above.

GLOBAL STRATEGIC CUSTOMER DEVELOPMENT (SCD) CONTACTS

Paul Cowan - Director, SCD—Europe, Middle East, Africa, and Asia
Phone: +1-301-318-2071; Fax: +1-301-816-8236
email: pjc@usp.org

Roberto Shimahara - Director, SCD—North, South, and Central Americas
Phone: +1-301-816-8230; Fax: +1-301-816-8236
email: rs@usp.org

Joe Eaton - Senior SCD Manager—Asia
Phone: +1-301-998-6817; email: jwe@usp.org

Alex Fiechter - Senior SCD Manager—Central and Eastern Europe
Phone: +41 (0)61 316 30 10; email: axf@usp.org

Carmel Molloy - Senior SCD Manager—U.K., Ireland, Scandinavia, Poland, Russia, Turkey, and Israel
Phone: +41 (0)61 316 3010; Fax: +41 (0)61 316 30 11
email: czm@usp.org

Benoît Rime - Senior SCD Manager—Western Europe, Africa, and Middle East
Phone: +33 (6) 75 52 52 15; email: br@usp.org

R. Karthik Iyer - Associate Director, SCD, Customer Development—USP—India
Phone: +91-40-4448-8933; or +91-986 689 7377 (Mobile);
email: rki@usp.org

George Mathew - Associate Manager, Customer Service—USP—India
Phone: +91-40-4448-8888, Ext. 112; email: gm@usp.org



Kevin H.X. Cao - Director, SCD—USP—China
Phone: +86-21-6861 9800; email: kwc@usp.org

CONTROLLED SUBSTANCE ORDERS—ITEMS REGULATED BY THE U.S. DRUG ENFORCEMENT ADMINISTRATION (DEA)—LIST OF CONTROLLED SUBSTANCES INCLUDED IN USP REFERENCE STANDARDS CATALOG

List Chemicals: List of Reference Standards categorized by the DEA as List Chemicals

Catalog #	Product Description
1050905	Benzaldehyde (1 mL)
1236007	Ephedrine Sulfate (200 mg)
1240004	Ergonovine Maleate (100 mg)
1241506	Ergotamine Tartrate (150 mg)
1241550	Ergotaminine (100 mg)
1430000	Methylergonovine Maleate (50 mg)
1533909	Phenylpropanolamine Bitartrate (100 mg)
1534005	Phenylpropanolamine Hydrochloride (250 mg)
1581005	Pseudoephedrine Hydrochloride (125 mg)
1581504	Pseudoephedrine Sulfate (200 mg)

DEA REQUIREMENTS FOR ORDERS SHIPPED WITHIN THE UNITED STATES

List Chemicals

- Orders in writing
- Copy of customer's current DEA registration or letter on company letterhead stating the intended use of the list chemical for each order placed

DEA Schedules I and II

- Orders in writing
- Copy of customer's current DEA registration on file with USP
- DEA form 222, properly completed

DEA Schedules III, IV, and V

- Copy of customer's current DEA registration on file with USP
- Orders in writing

DEA REQUIREMENTS FOR ORDERS SHIPPED OUTSIDE THE UNITED STATES

To facilitate efficient and correct ordering, please contact Julie Smith at +1-301-816-8164 or email JULS@usp.org, Florence Clarke at +1-301-998-6826 or email FXC@usp.org, Raquel Howell at +1-301-816-8111 or email RLH@usp.org, or Ji-Yeoun Schumacher at +1-301-816-8109 or email JBS@usp.org.

List Chemicals

- A copy of the import permit and statement of use is required if controlled in the country to which it is being exported

DEA Schedules I, II, III, IV, and V

- Original import permit or letter of no objection (in English or accompanied by an English translation) valid at least 90 days from the date of its receipt by USP Customer Service
- A statement of non-reexport and use exclusively for medical or scientific purposes from the importer (in English or accompanied by an English translation)

General Information

- Fees
 - Add US\$25.00 to all unit prices for all DEA controlled substances and list chemicals shipped outside the United States.
 - Please consult page 2 for international freight charges.
 - Orders for controlled substances to be shipped outside the United States must include full payment (see page 1, Step #3: payment methods) or purchase order for customers with approved net terms from USP.
- Special Handling
 - Special handling fees may be charged by USP to obtain certificates or documents required by foreign countries in order to import USP Reference Materials. These fees are in addition to the cost imposed by the foreign authority to obtain the certificate(s).
 - The special handling fee is US\$25.00 per certificate. Please address any questions to Julie Smith at +1-301-816-8164 or email JULS@usp.org or Florence Clarke at +1-301-998-6826 or email FXC@usp.org, Ji-Yeoun Schumacher at +1-301-816-8109 or email JBS@usp.org.
- **USP cannot ship controlled substances outside the United States without proper authorization from the DEA.**
- All international controlled substance orders are shipped door to airport.



Acceptance

All sales are subject to, and expressly conditioned on, these Terms and Conditions and Customer's assent to these Terms and Conditions. These Terms and Conditions are controlling and any additional or inconsistent terms and conditions in any acknowledgement, purchase order, or acceptance documents requested from, or provided by, Customer are expressly rejected. No variation of these Terms and Conditions is binding on USP unless agreed to in writing and signed by an officer or other authorized representative of USP.

Purchase Orders

Purchase orders may be placed by Customer in any commercially reasonable manner that Customer and USP determine is appropriate, including facsimile or electronic submission. All purchase orders are subject to acceptance by USP. Any contingencies contained on such purchase orders are not binding on USP unless agreed to in writing and signed by an officer or other authorized representative of USP.

Customer is financially responsible for duplicate orders in the following cases: when confirming orders, not clearly marked as confirming, are sent to USP, or when submitting the same order multiple times (e.g., via phone, fax, email, USP Store, mail, or any combination thereof).

Prices and Package Sizes

All product prices, surcharges, and freight charges are subject to change without notice. USP will honor all USP price quotes through the expiration date on the quote. All package sizes are subject to change without notice. USP will honor the largest package size for any order with a quotation through the quotation expiration date.

State Sales Tax

If the ship-to address is located within the states of California or Maryland, the order will be subject to state sales tax unless otherwise exempt.

Payment

Payment terms for all products under these Terms and Conditions are net thirty (30) days from date of invoice, based on approval by USP's Credit Department. Customer shall pay all applicable sales tax, freight charges, customs duties, and bank fees. If Customer fails to make a payment when due, USP reserves the right to assess a service charge of one and one-half percent (1½%) of the total amount due or the maximum legal rate allowed by law, whichever is less. USP reserves a security interest in the products until payment is collected in full.

Payment in Other Currencies

USP now accepts payment in U.S. Dollars, Euros, Canadian Dollars, and British Pounds. Only direct sales from USP to the customer qualify for payment in foreign currencies; purchases made from Authorized USP Distributors must be made in the currency selected by the distributor. All quotations, including renewals, will be made in U.S. Dollars unless customers have applied to USP's Credit Department to make payment in Euros, Canadian Dollars, or British Pounds, and have been approved to transact in a different currency. Customers may make only one currency selection per year, based upon the date of their prior election.

Following the approved selection of an alternate currency, (1) all new quotations will be made in the selected currency only; (2) existing quotations that have not expired will be honored only in the currency noted on the quotation; (3) outstanding invoices must be paid in the currency noted on the invoice; (4) USP Store order totals will automatically be displayed in the qualifying payment currency; (5) if a refund is permitted, per USP's Return Policy, it will be paid in the original currency used for the purchase; and (6) items on back order will be invoiced in the original currency used for the purchase. Companies with multiple subsidiaries, operating with a single USP Customer Number, may make only one currency selection per company. See the [Currency Change Request](#) pdf for details.

Availability and Back Order Fulfillment

Customer agrees that all orders received by USP are subject to its acceptance in its sole discretion. USP shall use reasonable efforts to fill Customer's orders with due regard to availability, demand, and inventory on hand. USP will automatically ship any back order that becomes available within thirty (30) days of the order date. After thirty (30) days, Customer will receive a Notice of Availability. Customer has forty-five (45) days to respond to the Notice of Availability or the order will be cancelled automatically.

Returns and Cancellations

USP Reference Standards: All sales of USP Reference Standards are final. USP Reference Standards may not be returned for exchange or refund. USP is not responsible for items damaged during delivery, but USP may consider claims for damaged goods if they are submitted to USP within 10 days of receipt and substantiated to USP's sole satisfaction. Before submitting a claim for consideration by USP, customers must refer to the Return Policy below. Customers that refuse delivery or refuse to pay customs and duties charges for exports from the U.S. are financially responsible for the total cost of the USP Reference Standards shipped.

USP Print and USB Flash Drive Publications: USP print publications and subscriptions are returnable in resalable condition within 30 days from the date of invoice for a full refund minus shipping charges. Publications furnished on USB Flash Drives: USP warrants the original USB media for a term of 24 months from



original date of purchase to be free from defects. This warranty covers defects in materials and craftsmanship revealed through intended use, and such defects will be repaired or replaced at the sole discretion of USP. Product(s) covered under this warranty must be returned to USP for repair and/or replacement.

USP Online Publications or Databases: USP online publications or databases may be canceled within 30 days of activation. Cancellations must be in writing and sent to USP Customer Service at custsvc@usp.org.

Orders placed on hold by USP due to Customer's credit history or because Customer exceeds the credit limit established by USP must be cleared by the Customer within 14 days. Orders not cleared are subject to automatic cancellation and Customer must reorder.

Return Policy

If a product is eligible for return, please follow these instructions to avoid undue processing delays:

- A Return Authorization Number is required for all eligible product returns and requests. Please contact the customer service department to receive a Return Authorization Number and return instructions.
- Clearly print the Return Authorization Number on the outside of the shipping package containing the returned product. Products returned without the Return Authorization Number may be subject to delays.

Delivery

All products purchased by Customer will be shipped FOB shipping point. Delivery occurs and risk of loss passes to Customer upon delivery of the product to the first carrier at USP's shipping point.

Shipping

USP reserves the right to change the shipping method of any order to meet the importing requirements of the ship-to country. USP will not ship any products to post office boxes.

USP will attempt to honor Customer requests for special packaging and shipping. However, USP reserves the right to package and ship orders in accordance with local and/or legal requirements. USP does not accept responsibility for damage to orders shipped on dry ice or cold pack caused by loss of refrigeration prior to receipt by the Customer. USP does not accept responsibility for damage to Reference Standards shipped on dry ice or cold pack upon Customer request.

USP reserves the right to choose between ground shipping or express shipping, based on the best method for the products ordered.

International Orders

Incoterms 2010 EXW or CPT. International Customers are responsible for paying all customs duties, taxes, or tariffs levied for importation of USP products. For customers that choose CPT terms, USP will prepay and add the freight charges to the invoice.

Compliance with Law

These products may be subject to the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Office of Foreign Assets Control Regulations (OFAC Regulations), and/or Drug Enforcement Administration Regulations (DEA Regulations). Purchaser may be required to obtain U.S. Government authorization prior to export, reexport, or retransfer.

Economic Sanctions Requirements

By purchasing USP products, Customer agrees to comply with all applicable provisions of any federal, national, state or local law, and all orders, rules, and regulations, including, but not limited to EAR, ITAR, OFAC Regulations, and DEA Regulations. If these products are intended for export, reexport, or retransfer, it is the responsibility of the purchaser/exporter to obtain any required export license in compliance with the applicable regulations.

In addition, USP products may not be exported, reexported, sold, or supplied, either directly or indirectly, to countries, organizations, or individuals that have been sanctioned by the U.S. Government. U.S. economic sanctions are detailed in the OFAC Regulations, and a list of sanctioned entities may be found at www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

Proper Use of USP Reference Standards

USP Reference Standards are highly characterized specimens of drug substances, excipients, impurities, degradation products, dietary supplements, food ingredients, compendial reagents, and performance calibrators. To serve its intended purpose, each USP Reference Standard must be properly stored, handled, and used. Users should refer to General Chapter <11> in the *United States Pharmacopeia–National Formulary (USP–NF)* for full details.

USP Reference Standards for Pending Standards and Non-U.S. Standards

The inclusion in the *USP–NF* of a monograph on any drug in respect to which patent or trademark rights may exist shall not be deemed, and is not intended as, a grant of, or authority to exercise any right or privilege protected by such patent or trademark. All such rights and privileges are vested in the patent or trademark owner, and no other person may exercise the same without express permission, authority, or license secured from such patent or trademark owner.



Terms and Conditions of Use of the USP Website and Privacy Policy

Purchase of USP products via the USP Store implies acceptance of the USP Website Terms and Conditions of Use and acknowledgment of USP's Privacy Policy: USP Website Terms and Conditions www.usp.org/terms.html; USP Website Privacy Policy www.usp.org/privacy.html

Patent and Warranty Disclaimer

USP WARRANTS GOOD TITLE TO USP REFERENCE STANDARDS ON DISPATCH FROM USP. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE PRODUCTS ARE OF MERCHANTABILITY QUALITY. USP'S LIABILITY ARISING OUT OF OR RELATING TO THE SUPPLY OF USP REFERENCE STANDARDS SHALL IN NO EVENT INCLUDE LOSS OF PROFITS, COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF USP IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USP DOES NOT WARRANT THAT THE USE OR RESALE OF USP REFERENCE STANDARDS, INCLUDING THEIR USE TO PERFORM TESTS AND ASSAYS PUBLISHED BY USP, WILL NOT INFRINGE UNITED STATES OR ANY OTHER PATENTS.

Indemnification

Customer shall bear all risk of theft, loss, or damage not caused by USP or authorized USP distributors, for all product acquired pursuant to these Terms and Conditions. Customer agrees to indemnify, defend, and hold USP, its officers, trustees, employees, and agents, harmless from all loss, liability, claims, or expenses (including reasonable attorney's fees) arising out of Customer's use of the products, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused by the negligent or intentional act or omission of USP or a USP authorized distributor.

Suitability for Use

Customers purchasing USP Reference Standards must ascertain that the Reference Standards they are using are from an official lot. Customers must determine the suitability of Reference Standards for applications and uses not in the *USP-NF*, *Food Chemicals Codex*, or *Dietary Supplements Compendium*. Any other non-specified compendial use is at the Customer's sole risk and expense.

Applicable Law

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Maryland, U.S., without regard to its choice of law provisions. In the event of litigation or other proceedings by USP to enforce or defend any term or condition, Customer agrees to pay all costs and expenses sustained by USP, including, but not limited to, reasonable attorney's fees.

Force Majeure

Neither party shall be responsible for delays or failure in performance (other than failure to pay amounts due) to the extent that such party was hindered in performance by any act of God, civil commotion, unavailability or shortages of materials, or any other occurrence beyond its reasonable control.

USP's Agents

Customer acknowledges that it has been advised that no agent, employee, or representative of USP has any authority to bind USP to any affirmation, promise, representation, or warranty concerning any of the products, and unless such affirmation, promise, representation, or warranty is specifically set forth in these Terms and Conditions it does not form the basis of this bargain and shall not be enforceable against USP.

Severability

If any provision of these Terms and Conditions is deemed unlawful, void, or unenforceable, then that provision is severed and shall not affect the validity and enforceability of the remaining provisions.

Entire Agreement

Nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of product by USP to the Customer pursuant to these Terms and Conditions. The parties agree that the terms and conditions of any order for product placed by any Customer shall be governed only by these Terms and Conditions. These Terms and Conditions are a full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersede all previous agreements, understandings, negotiations, and proposals. No provisions of these Terms and Conditions shall be deemed waived, amended, or modified by any party unless such waiver, amendment, or modification shall be in writing and signed by an officer or other authorized representative of all parties.