

## **TERMS AND CONDITIONS OF SALE**

### **UNITED STATES PHARMACOPEIAL CONVENTION (USP)**

#### **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.

#### **Maryland State Tax**

If the ship-to address is located within the state of Maryland, the order will be subject to Maryland 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 page 159 for details.

#### **Availability and Back Order Fulfillment**

Customer agrees that all products are subject to availability. 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 and USB flash drive publications and subscriptions are returnable in resalable condition within 30 days from the date of invoice for a full refund minus shipping charges.

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](mailto:custsvc@usp.org).

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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

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 U.S. economic sanctions and controlled substances laws and regulations.

USP products are subject to U.S. export control laws and regulations, and may require an export license or applicable license exception prior to exportation from the United States. If these products are intended for export or reexport, it is the responsibility of the Customer to obtain any required export license, in compliance with the U.S. Department of Commerce's Export Administration Regulations (EAR) or the U.S. Department of State's International Traffic in Arms Regulations (ITAR), as applicable. U.S. economic sanctions laws and regulations must be followed even if the customer is located outside of the U.S. 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. A list of sanctioned entities may be found at [www.ustreas.gov/offices/enforcement/ofac](http://www.ustreas.gov/offices/enforcement/ofac).

#### 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 acknowledgement of USP's Privacy Policy: USP Website Terms and Conditions <http://www.usp.org/terms.html>; USP Privacy Policy <http://www.usp.org/privacy.html>

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#### 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.

## CURRENCY CHANGE REQUEST

The United States Pharmacopeia offers the option to receive invoices and remit payments in the following currencies: U.S. Dollars (USD), Euros (EUR), British Pounds (GBP), and Canadian Dollars (CAD). All pricing in the USP catalog will be posted in USD and converted to authorized currencies based on the conversion rate in place when a quote or order is created. Current pricing in these currencies can be viewed at <https://store.usp.org>. In order to be invoiced in a new currency, USP must receive and approve this form after it has been signed by an authorized representative of your company.

It is important to understand that authorizing a currency change confirms that your company agrees to remit payment, receive invoices, and submit purchase orders in the requested currency for all post-conversion orders. Companies with multiple locations billing within a single USP Customer Number may make only one currency selection per year per company.

Once completed, please forward this form to the address, email, or fax number listed below. Upon receipt, USP will begin the transition of your account to the selected currency and contact you with confirmation details.

Please note that remittances for different currencies must be sent to separate bank accounts, so post-conversion payments will require a change in remit-to information. Applicable banking information will be sent to you as part of your confirmation details. Payments in Euros, British Pounds, and Canadian Dollars can be made via wire transfer, electronic funds transfer (i.e., SEPA, BACS, ACH), or credit card. U.S. Dollar payments will continue to be accepted via these three methods as well as checks.

### Currency Change Terms:

1. A company may submit only one currency conversion request per 12-month period (based upon the date of their prior election).
2. Pricing on USP quotes expires in 30 days.
3. Existing quotes, that have not expired, will be honored only in the currency noted on the quotation.
4. Customers agree to accept pricing published by USP at the time the order is placed.
5. All transactions created prior to the currency conversion date (including but not limited to invoices, credit memos, payment remittances) will remain in the original transaction currency and must be settled in that currency.
6. If a product return is authorized by USP, credit and/or refunds will be issued in the original transaction currency.
7. USP does not accept changes or cancellations to orders.