



## 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. Notwithstanding the foregoing, for the purchase of certain USP Products (including USP Reference Standards, other USP materials, and USP publications and subscriptions (whether in print or online)), USP may require Customer to accept additional terms and conditions, such as an additional material transfer agreement, terms of use, license agreement, or other agreement.

## 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 your shipping address is located within any of the following the states (territories), your order will be subject to sales tax unless we have a current exemption form on file: California, District of Columbia, Illinois, Maryland, Michigan.

## Billing and Payment

**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. Customer agrees to provide customer account number and invoice number(s) with all payments. Available payment methods are denoted on the USP Store and billing invoice.

**Supported Currencies:** In addition to U.S. Dollars, USP accepts payment in Euros, Canadian Dollars, British Pounds, Indian Rupees, and Chinese Yuan Renminbi ("Supported Currencies"). 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. The default currency for billing and payments is U.S. Dollars, unless one of the Supported Currencies have been selected and approved by USP. Companies with multiple subsidiaries,

operating with a single USP Customer Number, may make only one currency selection per company.

Following the approved selection of a Supported Currency, a company may submit only one currency conversion request per 12-month period (based upon the date of their prior election). USP Store order totals will automatically be displayed in the qualifying payment currency upon account login. Furthermore, (1) All new quotations will be made in the selected currency only and valid through the expiration date of the quote. (2) Existing quotes, that have not expired, will be honored only in the currency noted on the quote. (3) Customers agree to accept pricing published by USP at the time the order is placed (other than existing and unexpired quotes as set forth herein). (4) 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. (5) If a product return is authorized by USP, credit and/or refunds will be issued in the original transaction currency. (6) USP does not accept changes or cancellations to orders. (7) Items on back order will be invoiced in the original currency used for the purchase. (8) Customers are advised to work with their local bank for regulatory compliance reporting requests.

## Indian Rupee (INR) and Chinese Yuan Renminbi (CNY/RMB) ONLY:

Payments are only accepted via wire/bank transfer. Wire payments for INR and CNY/RMB must include a mandatory purpose code, specified on the billing invoice; otherwise, it will be rejected by the bank. Payments to USP in INR are to be made to a Special Non-Resident Rupee (SNRR) account. Payments should adhere to the Reserve Bank of India (RBI) guidelines on SNRR accounts. Payments to USP in CNY/ RMB are made to a Luxembourg-based CNY account and should adhere to the People's Bank of China guidelines on cross border payments.

## Electronic Data Interchange (EDI)

Customers conducting transactions through Electronic Data Interchange (EDI) must comply with the of the EDI Agreement <https://www.usp.org/sites/default/files/usp/document/help/customer-edi-agreement-final.pdf>

## 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 and materials: All sales of USP Reference Standards and all other USP materials are final. USP Reference Standards and other USP materials may not be returned for exchange or refund. USP is not responsible for items damaged during delivery, but USP may, in its discretion, 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 or other materials shipped. All returned orders will be destroyed once received by USP.\*

USP Publications: USP publications provided in print 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).

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 30 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 physical 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 (or its Authorized Fulfillers') 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 or other materials 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 acknowledges and agrees that it may be required to obtain U.S. Government authorization prior to export, reexport or retransfer of any items purchased from USP.

## 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 identified on the SDN List and Non-SDN Lists may be found at <https://home.treasury.gov/policy-issues/financial-sanctions/consolidated-sanctions-list-non-sdn-lists> and <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

## Proper Use of USP Products and Limitations

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 and materials are intended to be used for analytical and/or laboratory research and development purposes only. They are not intended for use in humans or animals or included as part of foods, drugs, dietary supplements, or medical devices.

Customer may not itself or allow any third party to, copy, decompile, modify, reverse engineer, culture, or create derivative works out of any USP Reference Standards or Products without USP's express prior written consent. Customer may not use any USP biological materials as part of a de facto internal repository or to create a core facility.

Customer understands and accepts any hazards and biosafety levels associated with the USP Products purchased and will receive, utilize, store, and dispose of the Products per the customer's organizational policies and procedures and any other applicable regulations as enforced by local or national agencies. Customer should review any notices on the Product page and in the SDS. USP is not responsible for Customer's receipt, utilization, storage, or disposal of the Products except as explicitly provided in these Terms and Conditions.

## 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 <http://www.usp.org/legal-notice/terms> USP Privacy Policy [www.usp.org/privacy.html](http://www.usp.org/privacy.html)

## Patent and Warranty Disclaimer



USP WARRANTS GOOD TITLE TO USP REFERENCE STANDARDS AND MATERIALS ON DISPATCH FROM USP (OR FROM ITS AUTHORIZED FULFILLERS). 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 MERCHANTABLE QUALITY. USP'S LIABILITY ARISING OUT OF OR RELATING TO THE SUPPLY OF USP REFERENCE STANDARDS AND MATERIALS 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 OR MATERIALS, 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 for all USP Reference Standards and other Products 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 breach of these Terms and Conditions or 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 of USP, a USP authorized distributor, or an Authorized Fulfiller.

### Suitability for Use

Customers purchasing USP Reference Standards must ascertain that the Reference Standards they are using are from an official lot. The suitability of Reference Standards or other materials for applications and uses not in the *USP-NF, Food Chemicals Codex, or Dietary Supplements Compendium* is determined solely by the Customer.

### 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. The parties agree to submit to the personal jurisdiction of any court of general jurisdiction, state or federal, in the State of Maryland; and agree that no defense of lack of personal jurisdiction shall be raised in any action brought on this Agreement. 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 (including USP's authorized distributors and Authorized Fulfillers) was hindered in performance by any act of God, pandemic, 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

### 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.

### Severability and Waiver

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. A waiver of any breach of a clause herein shall not be deemed a waiver of any repetition of such breach.

\* Notwithstanding these Terms and Conditions, certain orders placed with USP may be fulfilled by third parties under agreement with USP ("Authorized Fulfiller"), as identified on relevant product pages. In such cases, every effort will be made to ensure shipment is consistent as possible. However, such shipments may be subject to the terms, conditions, and/or processes of such third party and USP will not be responsible for any damages caused by such third parties.



against USP.