

3RChem Website Use Terms

Welcome to the 3RChem website. 3RChem provides this web site (this "Site"), at its sole discretion, as a service to its customers.

These Site Use Terms ("Terms") set forth the terms and conditions under which you may use and access this Site. You represent and warrant that you possess the legal right and authority to agree to these Terms on your behalf. If you are accessing this Site on behalf of your employer or some other entity, these Terms shall be binding upon you and your employer or such other entity, and, in such event, you further represent and warrant that you possess the legal right and ability to agree to these Terms on your behalf and on behalf of your employer or other entity. If you register to use this Site on behalf of your employer or such other entity, then you shall be deemed to be accessing this Site on behalf of yourself and your employer or such other entity. As used in these Terms, the term "you" refers to you individually and, if applicable, your employer or such other entity on whose behalf you may access the Site.

In the event you purchase goods or services through this Site, the terms and conditions of sale apply. Our privacy policy applies to the collection of information through your use and access of this Site. By accessing this site, you agree to these terms. Each time you access this site, you are reaffirming your agreement to these terms. If you do not agree to these terms (without modification), you are not authorized to access or otherwise use this site.

3rchem reserves the right to modify these terms at anytime without prior notice. You are responsible for regularly reviewing the current terms. Your continued use of the site after we post any revised terms constitutes your agreement to any such revised terms.

- 1 Access to online purchasing capabilities (the "Service") is available only to businesses and their authorized employees, agents and/or contractors who register with 3RCHEM and is limited to those users who are authorized to form legally binding contracts under applicable law on behalf of the businesses or organizations they represent.
2. You represent that all information provided to 3RCHEM through our website or otherwise is accurate and that you are the individual identified in such information. In the event any such information changes after it is provided to 3RCHEM, you agree to update your information online the next time you access the Site. You agree (a) to maintain the confidentiality of your username and password, and (b) that you are fully responsible for any and all activities that occur under your username. You further agree to (i) immediately notify 3RCHEM of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. Without limiting any other provisions of these Terms, 3RCHEM will not

be liable for any loss or damage arising from your failure to comply with this Section 2, and you agree that 3RCHEM will not be liable for any loss that you may incur as a result of someone else using your username, either with or without your knowledge.

3. 3RCHEM may modify, suspend, discontinue or restrict the use of all or any portion of the Site at any time for any reason and without notice or liability. Without limiting the foregoing, 3RCHEM reserves the right, with or without notice to you, to change any of the services offered on the Site including, but not limited to, hours of operation, menu structures, access procedures, software commands, documentation, vendors and/or other services.

4. Subject to these Terms, you are authorized to access and use the Site (a) for the purposes of making purchasing decisions with regard to products offered for sale on the Site, for administering orders placed on the Site, for education and related research, and for background information on products offered for sale on the Site, and (b) at the sole discretion of 3RCHEM. 3Rchem reserves the right, in its sole discretion, to terminate or suspend your access to, and/or use of, the site, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that in the event your authorization to access the site is terminated, you will not thereafter access, or attempt to access the site, directly or indirectly, and if your authorization to access the site is suspended, you will not thereafter access, or attempt to access, the site, directly or indirectly, until your suspension is removed and 3rchem gives you express notice thereof.

5. The Site may contain a robot.txt file (or other similar files) which, among other things, instruct certain software programs (such as robots and web crawlers) which portions of the Site, if any, such programs may access. The authorizations in such robot.txt file are limited to bona fide publicly available search engines and are not applicable to any other party. Subject to the foregoing, you agree not to access or use the Site in any manner that is prohibited by these Terms, the robot.txt file (or any other similar file) contained on the Site, or is otherwise unlawful. Subject to the foregoing and without limiting the generality thereof, you agree that you will access and use the Site solely by manual request and not programmatically by macro, robot, or other automated means and that you will use our Site as is and not directly or indirectly modify it.

6. 3RCHEM does not guarantee continuous, uninterrupted or secure access to the Site (including, without limitation, the Service), and operation of the Site may be interfered with by numerous factors outside of our reasonable control.

7. Except where prohibited by law, in no event will 3rchem, its suppliers, content providers, affiliates, licensors, employees, agents and the like be liable for (a) any damages of any nature whatsoever resulting from, or related to, the loss, delay or inability to use the site (including, without limitation, any information, data, products, or other materials), the loss of any data, any information,

products, and/or services obtained through the site, and/or (b) any indirect, consequential, special, incidental or punitive damages whatsoever including, without limitation, damages for loss of profits arising out of or in any way connected with these terms.

8. The Site may contain hyperlinks to other web sites and Internet resources operated by parties other than 3RCHEM ("Linked Sites"). Links to and from the Site to other third party sites, maintained by third parties, do not constitute an endorsement by 3RCHEM or any of its subsidiaries or affiliates of any third party resources or their contents. 3RCHEM has no control over any Linked Sites. Any such hyperlinks are provided for your reference only and are included on an "as is" basis. You acknowledge and agree that 3RCHEM is not responsible for the availability of Linked Sites and does not endorse and is not responsible or liable for any content, advertising, products, privacy policies, or other materials on or available from such Linked Sites. You further acknowledge and agree that 3RCHEM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Linked Site. When you visit a Linked Site, you will no longer be protected by 3RCHEM's privacy statement or security practices. The data collection, use and protection practices of the Linked Site may differ from the practices of 3RCHEM. You are responsible for viewing and abiding by the privacy statements and Terms posted at the Linked Sites.

9. You agree to indemnify and hold 3RCHEM, its parents, subsidiaries, and affiliates, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, judgments, demands, and fees and expenses (including, without limitation, reasonable attorney's fees) asserted by any third party due to or arising out of (a) your breach of these Terms (including without limitation, any breach of any of your representations, warranties and covenants contained herein), (b) your access to, use of, or conduct on the Site or use of the Service (including, without limitation, any information, products, or other materials), and/or (c) the violation of any rights of another resulting from or relating to your use of the Site or the Service.