

## Foche.to – Terms and Conditions

Products of Foche are for laboratory research purposes only, and are not to be used for any other purposes, including but not limited to, in vivo diagnostic purposes, in foods, drugs, medicinal devices or cosmetics for humans or animals, for any commercial purposes or the production of illicit drugs. Also all products are not intended by their manufacturer for human use or consumption.

The chemical, physical, and toxicological properties of these chemicals have not been fully investigated and are not guaranteed. Buyer acknowledges that the products have not been tested by Foche for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use. Buyer expressly represents and warrants to Foche that Buyer will properly test, use, manufacture and market any products purchased from Foche and/or materials produced with products purchased from Foche 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 Foche that any material produced with products from Foche shall not be adulterated or misbranded and shall not be materials which may not be introduced into commerce.

Buyer realizes that, since Foche products are 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 Foche are approved for use under TSCA, if applicable.

Our products are not applicable for the acquisition, possession or use of persons under 21 years. They should also not be ordered for other people to avoid that age limit.

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 Foche.

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. The buyer agrees to comply with instructions, if any, furnished by Foche relating to the use of the products and not misuse the products in any manner. If the products purchased from Foche are to be repackaged, relabelled or used as starting material or components of other products, Buyer will verify Foche assay of the products. No products purchased from Foche shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.

Furthermore, any customer of Foche declares to take full responsibility for any purchases (made now and in the future) of any product or service from Foche.

Orders from the U.S., UK, China, Sweden, Denmark, Norway, Finland, Israel and New Zealand are not allowed. These will be declared invalid and the paid amounts partially refunded.

Foche makes no claims that the products offered may be lawfully purchased outside of Germany. Purchasing the offered products may not be legal by certain persons or in certain countries. If you purchase the offered products from outside of Germany, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions are governed by the internal substantive

laws of Germany, without respect to its conflict of laws principles.

Jurisdiction for any claims arising under this agreement shall lie exclusively with the courts within Germany. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term.

The customer hereby acknowledges the following: The chemicals and/or supplies purchased may have hazardous properties; and that he/she is legally entitled to receive these materials. In consideration for the sale of the offered chemicals and/or supplies to the undersigned, the buyer agrees as follows:

1. Foche makes no warranties of any kind, express or implied, that the chemicals and/or supplies are merchantable or that they are fit for any particular purpose.

2. In no event shall Foche, or Foche's heirs and assigns, be liable for consequential damages, nor shall Foche liability on any claim for damages arising out of or connected with the sale, delivery, or use of the chemicals and/or supplies exceed the purchase price of the chemicals and/or supplies.

3. The buyer will not use the chemicals and/or supplies in violation of any local, state, or federal law.

4. The original customer, successors and assigns, agrees to hold the Foche harmless from and will indemnify Foche from damages caused by the use of the chemicals and/or supplies.

5. Foche warrants that its products shall conform to the description of such products as provided to the Buyer by Foche through this website. Foche's warranties made in connection with this sale shall not be effective if Foche 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 Foche.

6. That the conditions above apply equally to all current, past, and future purchases.

This disclaimer applies to any damages or injury caused by any failure or performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, act of God, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, or under any other cause of action. In other words, you hereby acknowledge that any purchase shall be done at your own risk.