

TERMS AND CONDITIONS OF SALE

ACCEPTANCE

These TERMS AND CONDITIONS OF SALE shall govern all orders for the purchase of products from SignalChem, its subsidiaries, affiliates, SignalChem Pharmaceuticals Inc. and the SignalChem Lifesciences Corporation (hereinafter referred to as "SIGNALCHEM", "we" or "our"). The purchaser (hereinafter referred to as "Purchaser", "you", or "your") will be deemed to have assented to this TERMS AND CONDITIONS OF SALE by ordering products. No variation of these terms and conditions will be binding upon SIGNALCHEM unless agreed to in writing and signed by an authorized representative of SIGNALCHEM.

DEFINITIONS

The term "SIGNALCHEM" as pertaining to this TERMS AND CONDITIONS OF SALE shall mean SignalChem Pharmaceuticals Inc., and SignalChem Lifesciences Corporation interchangeably and may be modified by SIGNALCHEM from time to time.

PAYMENT TERMS

All invoices are issued at time of shipment and are payable within thirty (30) days thereafter, unless otherwise required by SIGNALCHEM. Payment should be made in accordance with the instructions on the invoice issued to you. Please contact us for bank account details when submitting remittance by bank wire transfer.

Any products and services tax, sales tax, use tax, manufacturers tax, occupation tax, excise tax, value added tax, duty, customs, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any government authority or measured by the transaction between SIGNALCHEM and Purchaser will be paid by Purchaser in addition to the purchase price. If SIGNALCHEM is required to pay any such tax, fee or charge, then Purchaser will reimburse SIGNALCHEM immediately upon receiving a request in writing from SIGNALCHEM.

PRICES

Please contact SIGNALCHEM or your local distributor for a current price list. Prices are subject to change without notice.

SHIPPING & DELIVERY

North America: All SIGNALCHEM domestic (Canada and U.S.) orders are shipped FOB Origin, (Prepay and Add). Under this term, transportation and cargo insurance will be arranged for and paid by SIGNALCHEM, and then invoiced by SIGNALCHEM to the customer, and title to the goods passes from SIGNALCHEM to the customer at the point and time of shipment.

International: All SIGNALCHEM international orders are shipped FCA Origin. In addition, as provided for under FCA, SIGNALCHEM will act as a transportation agent and will assume responsibility to arrange for and pay for transportation and insurance to the point of entry in the customer's country, and to invoice the customer for those costs. Under these terms, title to the



#110-13120 Vanier Place
Richmond, BC V6V2J2
CANADA
1-866-9 KINASE
Tel: 1-(604)-232-4600
Fax: 1-(604)-232-4601
www.signalchem.com

goods passes from SIGNALCHEM to the customer at the point and time of shipment.

For International shipments, purchaser assumes all responsibility for the importation of the product, including obtaining all required permits, licenses or certificates. SIGNALCHEM shall not be liable, under any circumstances, for the failure of any government to issue such permits, licenses or certificates.

CLAIMS

Product returns will not be accepted by SIGNALCHEM without prior written authorization. In case of a purchasing error on the part of the Purchaser or change in the order after the product has been shipped, a 25% restocking fee will be charged to the Purchaser. If SIGNALCHEM makes a shipping error, either a replacement product will be shipped at no charge or the customer's account will be credited.

AUTHORIZED USES

Products are sold for Laboratory Research Use Only and they are not approved for Diagnostic use and Therapeutic Use. Products are not to be administered to humans and animals.

NO RESALE

The Purchaser shall not resell products or any portion of them, in any way, shape or form, without the express written permission of SIGNALCHEM.

CATALOGUES; PRICE LISTS AND ADVERTISEMENTS

Any descriptions or illustrations contained in SIGNALCHEM's catalogues, price lists and advertisements or otherwise communicated to Customer present a general idea of the products and services so described. Any information contained in catalogues, price lists and advertisements will form any part of TERMS AND CONDITIONS OF SALE.

DISCLAIMER

In no event will SIGNALCHEM be liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses, lost profits, failure to realize expected savings, any economic losses of any kind, any loss or damage to property, any personal injury, any damage or injury arising from or as a result of misuse or abuse, or the improper storage, use beyond expiration date, accidental damage to the product or any costs arising from the use, the results of use, or the inability to use, the product, however arising (whether in contract, tort, negligence principles of manufacturer's liability, operation of law, conduct, statement or otherwise).

INTELLECTUAL PROPERTY RIGHTS

SIGNALCHEM has not verified the possible existence of third party Intellectual Property Rights which might be infringed as a consequence of product manufacture, use, sale, offering to sale or import, and SIGNALCHEM shall not be held liable for any loss or damages in that respect. The sale shall not, by implication or otherwise, convey any license under any intellectual property right and Purchaser expressly assumes all risks of any intellectual property infringement. Nothing contained



#110-13120 Vanier Place
Richmond, BC V6V2J2
CANADA
1-866-9 KINASE
Tel: 1-(604)-232-4600
Fax: 1-(604)-232-4601
www.signalchem.com

in this TERMS AND CONDITIONS OF SALE will be construed as an assignment to Purchaser of any Intellectual Property Rights in or to the products. All Intellectual Property Rights in or to the products are and will remain the sole and exclusive property of SIGNALCHEM and are reserved by SIGNALCHEM.

ENTIRE TERMS AND CONDITIONS OF SALE; INCONSISTENT DOCUMENTS

This “TERMS AND CONDITIONS OF SALE” and any invoice, statement of work, or the like (if any) issued by SIGNALCHEM constitute all terms, conditions and representations by SIGNALCHEM.

INVALIDITY OF PARTICULAR PROVISION

If any provision of this TERMS AND CONDITIONS OF SALE or any part of any provision (in this section called the “Offending Provision”) is declared or becomes unenforceable, invalid or illegal for any reason whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, by-laws or regulations or any other requirements having the force of law, then the remainder of TERMS AND CONDITIONS OF SALE will remain in full force and effect as if this TERMS AND CONDITIONS OF SALE had been executed without the Offending Provision.