



PAYMENT AND DELIVERY TERMS & CONDITIONS

Please read the undermentioned terms carefully. These Payment Terms and Conditions apply to all transactions from which the Customer is supplied goods and/or services. If you do not understand these terms of trade, please seek legal advice.

- 1. APPLICABILITY:** These terms and conditions of sale ("Terms"), any Sales Documents or Purchase Orders accompanying or referencing these Terms, if any, comprise the Payment Agreement between Syndel and/or its subsidiaries (including but not limited to Western Chemical Inc. and Syndel Laboratories Ltd.) and the Customer with respect to the purchase and sale of products and services. "Sales Documents" means any document, print or digital, provided by Syndel or its subsidiaries in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging, or accepting an order ("Order Confirmation" or "Purchase Order") and shipping documents. If the parties have signed a contract applicable to the sale of certain products and/or services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms. These Terms prevail over any Customer's terms regardless of when such terms are provided. Acceptance of a Customer's order does not serve to modify or amend these Terms unless otherwise stated.
- 2.** Certain products or services may be subject to additional terms ("Supplemental Terms") not contained within this document; these may be referenced or provided alongside Sales Documents or provided upon request.
- 3.** The Customer's payment will be due prior to shipping. Orders from Customers will only be processed upon receipt or proof of payment by Syndel or its subsidiaries (the "Supplier"). The Supplier may, at its sole discretion, make partial shipments of products; the Customer shall pay for the units shipped whether such shipment is in whole or in a partial fulfillment of the Customer's total order. The Supplier reserves the right to stop supply or place the Customer's account on hold if the invoice is not settled in full.
- 4.** Payments from International Customers must be in USD\$. Accepted payment methods will depend on the order total and orders with a high value will require payment via Wire Transfer into the Supplier's appropriate Foreign Currency Account. For Wire transfers, International Customers will allow 3 -5 working days for the payment to clear before products are shipped to them.
- 5.** Bank handling charges to International Customers will apply for all international transactions. Costs and charges for freight and handling at the point of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on the quote/order form.
- 6.** The Supplier reserves the right to amend these payment terms provided such amendments are conveyed to the Customer in writing.
- 7. RETENTION OF TITLE:** Until all invoices are paid in full, and all funds received and cleared, ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. The goods will be insured only upon request by the Customer and is chargeable to the Customer. If the Customer does not insure the product, the Supplier will be indemnified from replacing the products or paying any claims made due to loss of product during delivery.
- 8. IMPORTATION REQUIREMENTS:** The Supplier will provide the product description & HS Code that will be used for the shipment to the receiver. The receiver is responsible to determine and comply with any import taxes (VATs) and/or any specific import requirements or import permits. The Supplier is not responsible for any shipment delayed, held, or returned by customs.
- 9. PRODUCT CLAIMS:** It is the responsibility of the Customer to carefully inspect the goods immediately they are delivered. Product Claims will only be recognized if submitted to the Supplier within 72 HOURS of receipt ("Inspection Period"), and in writing within 7 days of delivery. Claims outside this period will be at the absolute discretion of the Supplier, and its decision final and binding on the Customer. All goods returned ("Returned Products") must be in original condition and packaging and complete in every detail. Products will only be accepted if the freight is prepaid by the Customer. The Supplier reserves



the right to inspect products. The Customer acknowledges and accepts that the remedies prescribed by the Supplier are the exclusive remedies for the delivery of Returned Products.

- 10. RETURN OF, OR CANCELLATION OF GOODS ORDERED:** In the event the Customer elects to return products or cancel goods on order, the Supplier at its absolute discretion reserves the right to charge a 10% handling fee on the amount involved. Further no return of goods will be accepted, without prior approval of the Supplier in writing.
- 11. DAMAGES.** The Supplier shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the product by the Customer, or to any third party, or from any failure of the product whether defective or not.
- 12. COMPLIANCE:** The Customer shall comply with all applicable laws, regulations, and instructions from relevant government agencies. These may include (but are not limited to) the following: import/export customs regulations, Food and Drug Administration or equivalent pharmaceutical controls, introduction or production and use of chemical substances (such as those described by the Toxic Substances Control Act within the jurisdiction of US EPA or ECHA/REACH).
- 13.** No waiver by the Customer of any provisions of these Terms is effective unless explicitly agreed upon by the Supplier in writing.
- 14. CONFIDENTIALITY:** All non-public, confidential, proprietary, or restricted information including, but not limited to, specifications, samples, designs, labelling materials, marketing materials, customer lists, pricing/discounts, may not be disclosed or used by the Customer for its own use unless explicitly authorized in advance by the Supplier. The Customer shall not, without prior written consent of the Supplier, refer to Syndel and its subsidiaries' products and claims in any marketing or promotional material. This includes the unsanctioned use of proprietary brand names, trademarks, label claims, logos, or any other relevant intellectual property owned by Syndel, its subsidiaries or affiliates.
- 15. FORCE MAJEURE:** The delay in, or failure of, deliverance under these Terms shall be excused where such delay or failure is the result of causes that are beyond the reasonable control of either the Supplier or the Customer, including but not limited to, acts of God (damnum fatale) such as natural disasters, fires, or floods; terrorism, war, civil disturbance, court order, governmental intervention, pandemic, or any other catastrophe beyond reasonable control.
- 16. SEVERABILITY:** If any term or provision of the Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Terms or invalidate or render unenforceable such term or provision in any other relevant jurisdiction.

Acceptance of Terms and Conditions: By purchasing any of the Supplier's products or services governed by these Terms, the Customer agrees to comply with all terms and conditions included in this document. It is understood that the Customer has read, acknowledged, and accepted the Terms as described.