

Terms of Use

EnamineStore.com is an electronic service for online browsing and shopping for products supplied by Enamine (hereinafter referred to as “Enamine”). These Terms of Use and Sale (the “Terms of Use”) apply to the EnamineStore web site located at www.enaminestore.com (hereinafter referred to as, the “Site”). The Site is the property of Enamine. By using the site, you agree to these Terms of Use and Sale, if you do not agree, do not use the Site.

Enamine reserves the right, at its sole discretion, to change, modify, add or remove any provisions of these Terms of Use, at any time without notice. It is your responsibility to check these Terms of Use periodically for changes. If you continue to use the Site following the posting of changes, you accept and agree to the changes.

The entity you are contracting with is SIA Enamine, a limited liability company established under the laws of Latvia and having its principal place of business at Vestienas iela 2 B, LV-1035 Riga, Latvia if you reside in the European Union and Enamine LLC, a limited liability company established under the law of state of New Jersey of the United States of America and having its principal place of business at Princeton Corporate Plaza, 7 Deer Park Drive, Ste. M-3, Monmouth Jct., NJ 08852, if you reside in United States of America or other countries of the world.

Definitions

"Catalog" means whole Enamine, UkrOrgSyntez Ltd (UORSY) and FCH Group (FCH) catalogs or any selections made from these catalogs and requested by the client including but not limited to online EnamineStore.com searches, requests sent by electronic mail, fax, regular post, or in oral form.

"Confidential Information" means information of a proprietary nature including but not limited to prices, request(s) for quotation, purchase requisitions, purchase order information, user to user transactional information, the fee and this agreement.

"Products" means reagents for synthesis (Building Blocks) and screening compounds intended primarily for laboratory research offered for sale and sold by EnamineStore to Purchasers via the Site.

"Purchaser" means a registered user who uses the Site to purchase Products from Enamine. "Site" means EnamineStore website to be found at <https://www.enaminestore.com>

“User” means a Purchaser registered via Enamine Site and may be referred to as “you”, “your” in this Terms.

Content

All text, formulas, photographs, trademarks, logos (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Enamine, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Enamine’s express prior written consent.

Unless otherwise specified in a valid agreement between client and Enamine, Catalog shall be used only for information purpose or purchasing of compounds from Enamine and its affiliates.

Purchaser Account Registration and Password Reset

Registration of the account is not required to search the catalog, browse through results, check compound details, and export structural data. You may make all the mentioned activity as a Guest user. However, it is recommended to register and authorize while visiting www.enaminestore.com and www.enamine.net, as authorization enables saving your custom sets of compounds and provides access to libraries for off-line use provided through enamine.net.

To be able to process your order you should complete the User registration form and agree with these Terms of Use and related policies.

Your Enamine account may be accessed only by use of your login and password. You are solely responsible and liable for any use and misuse of your login and password and for all activities that occur under your login and password. For security reasons, you must keep your login and password confidential and not disclose them to any person or permit any other person to use them, except an authorized representative of Enamine. Enamine recommends that you choose a password that is unique to you and not easily guessed by others. You must log out at the end of each session.

If you have forgotten your login or password, you can use an easy password resetting procedure to retrieve login and a new password to your email address given in the process of registration. You can always change your personal data in the Profile section.

While registering a new user we assume that the given email may be used as a primary electronic address. Consequently, we do not register any user with the same email. If you do not remember your registration information, please reset it using Password Reset option. Upon resetting password, a message with your login and new password will be sent to your email.

Accuracy of Information

We rely on the information you provide through this Site, including registration information (name and e-mail address) and transaction-related information (including but not limited to credit card numbers and expiration dates, shipping address etc.), which must be true, accurate, current and complete. You are required to update your registration information, if applicable, and will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information. You acknowledge that you will keep your contact information current and accurate in your Enamine account section of the Site.

Product Price, Availability, Quantity, Quality and Order Limits

Prices from Enamine catalog are usually actual and up to date.

Prices at UORSY and FCH catalog are provided as a reference only and must be confirmed by our managers within 3 (three) days from the date of your order.

Product prices and availability are subject to change at any time and without notice. Enamine may place a limit on the quantities that may be purchased per order, per account, per credit card, per purchaser.

Enamine may refuse or reject any order at any time for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if the ordered products or services are not available, or for obvious errors on the Site or made in connection with your order. If we are unable to supply the products that you ordered, we will contact you and may offer you an alternative product to consider instead. If you do not choose to purchase the alternative product, we will cancel your order. In the event of obvious errors on the Site or made in connection with your order, we reserve the right to correct the error and charge you the correct price. In that situation, we will contact you and offer you the option of purchasing the product at the correct price or canceling your order.

Quality of the product shall comply with the specifications set forth in the Catalog posted at the Site for a certain product.

Payment options

The payment for the product shall be made within 45 days from the date the purchaser receives the product. In case of payment by way of credit card, the credit card shall be charged only after the delivery to the purchaser.

If one or more products are unavailable, Enamine will notify the purchaser and the cost of unavailable and not dispatched products will be deducted from the total order.

Different payment options are available for the purchaser. The purchaser can make the payment by credit card, wire transfer or cashier's check. Specific payment methods may be unavailable in certain region. You should select the payment option available to your region during check-out procedure.

If the purchaser makes payment other than by a credit card, the purchaser has to have a valid purchase order issued and enter its number at the check-out stage, otherwise processing of the order may be delayed.

Enamine does not keep credit card numbers used for purchase. This information is transferred directly to the processing agency and cannot be accessed by Enamine.

Refund and Cancellation

If the quality of goods does not comply with the specification set forth by Enamine, Enamine shall refund 100 % of cost of the product. The total amount of the refund shall not exceed the invoice price of the product. Enamine shall be indemnified from any damages, fees, penalties or any loss caused by the quality of the product or caused by late delivery of the product.

If the purchaser cancels the order, Enamine shall be entitled to charge penalty in the amount of up to 100% of the cost of the product, subject to the terms of delivery by Enamine has been complied with. The amount of penalty shall be assessed based on the actual loss incurred by Enamine as a result of cancellation.

Credits or refunds will be made to the same method of payment and account used to place the order.

Packaging and Delivery

Products available in stock are usually delivered via FedEx, DHL or other courier service within 7 business days from the order date. The delivery of large sets of screening compound may take over 10 business days depending on the number of ordered compounds. The express delivery (up to 2 (two) business days) may be available for selected 1 g batches of building blocks in North America, EU countries, China and Japan.

By default, screening compounds are formatted in 4 ml screw cap amber glass vials labeled with a barcode and a compound ID. It is possible to change formatting to Matrix 96-well microtube plates from the shopping cart by using "Group update" option. Different formatting options for screening compounds are not supported within the same order. Custom formatting options can be requested at the checkout stage using "Order comments" form (additional charges may apply). Building blocks are provided in glass vials sealed with ParafilmTM sealing tape. Packaging is performed under inert gas atmosphere. All items are packaged in cardboard boxes lined with foam-rubber for shipping.

Shipping and handling charges added to the order are indicated at the checkout procedure. The amount of these charges depends on the shipping destination.

The Purchaser by its own discretion may specify own delivery account number with particular courier service company in its profile.

You indemnify Enamine for any late delivery of the product, if the product was dispatched by Enamine to the courier company on time, as well as for loss and damage of the product by such courier company.

Taxes

Prices shown on the Site exclude all taxes or charges ("Taxes") that may apply to your purchase. Prices shown on the Site also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the check-out page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase.

The recipient of an international shipment may be subject to import duties and taxes, which are levied once a shipment reaches the destination country. For all orders, the purchaser is fully responsible for paying any taxes, customs duties, and/or associated charges for customs clearance. The purchaser takes full responsibility to comply with local rules and regulations applicable to ordered chemicals, including but not limited to safe and environmentally friendly handling and disposal.

Confidential information

You undertake treat and maintain as confidential all Confidential Information, which may only be used for the purposes of fulfilling your obligations under these Terms of Use. Notwithstanding the above, you may disclose Confidential Information pursuant to a valid court order or where the Confidential Information is already in the public domain through no fault of you.

Privacy

Privacy Policy applies to use of this Site, and its terms make a part of these Terms of Use by this reference. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE TRY TO KEEP SITE, SERVICES, APPLICATIONS, AND TOOLS SAFE, SECURE, AND FUNCTIONING PROPERLY. YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS. YOU FURTHER ACKNOWLEDGE THAT OPERATION OF AND ACCESS TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS MAY BE INTERFERED WITH AS A RESULT OF TECHNICAL ISSUES OR NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. UPDATES AND OTHER NOTIFICATION FUNCTIONALITY IN APPLICATIONS MAY NOT OCCUR IN REAL TIME. SUCH FUNCTIONALITY IS SUBJECT TO DELAYS INCLUDING, WITHOUT LIMITATION, DELAYS OR LATENCY DUE TO YOUR PHYSICAL LOCATION OR YOUR WIRELESS DATA SERVICE PROVIDER'S NETWORK. YOU AGREE THAT YOU ARE MAKING USE OF OUR SITE, SERVICES, APPLICATIONS AND TOOLS AT YOUR OWN RISK, AND THAT THEY ARE BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM:

- YOUR USE OF OR YOUR INABILITY TO USE OUR SITE, SERVICES, APPLICATIONS AND TOOLS;
- DELAYS OR DISRUPTIONS IN OUR SITE, SERVICES, APPLICATIONS OR TOOLS;
- VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE, SERVICES, APPLICATIONS OR TOOLS OR ANY SITE, SERVICES, APPLICATIONS OR TOOLS LINKED TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS;
- GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR SITE, SERVICES, APPLICATIONS AND TOOLS OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM;
- DAMAGE TO YOUR HARDWARE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE USE OF OUR SITE, SERVICES, APPLICATIONS AND TOOLS;

- THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR SITE, SERVICES, APPLICATIONS OR TOOLS, FEEDBACK PROVIDED BY THIRD PARTIES;
- A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT;
- YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR OUR POLICIES; RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

Notices

Except as explicitly stated otherwise, legal notices shall be served on Enamine contacts provided in the directory Contacts on the Site. You consent to receive communication from us electronically. We may communicate with you by email to the email address you have designated on your user account. Notice to you shall be deemed given 24 hours after the email is sent. Alternatively, we may give you legal notice by mail to the Registration Address associated with your account, as identified in your account or through digital communication channel or in any other way agreed by you. In such case, notice shall be deemed given three days after the date of mailing.

Breaches of these Terms of Use

Without prejudice to our other rights under these Terms of Use, if you breach these Terms of Use in any way, or if we reasonably suspect that you have breached any of these Terms of Use in any way, we may:

- delete or edit any of your User Information;
- send you one or more formal warnings;
- temporarily suspend your account and/or your access to the Site;
- delete your account with the Site and/or permanently prohibit you from using the Site;
- block computers using your IP address from accessing the Site;
- contact your internet services provider and request that they block your access to the Site; and/or
- bring court proceeding against you for breach of contract or otherwise.

Where we suspend or prohibit your access to the Site or a part of the Site, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

Applicable Law and Resolution of Disputes

If a dispute arises between you and Enamine, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Enamine agree that we will

resolve any claim or controversy at law or equity that arises out of this Terms of Use by way of negotiations or in accordance with rules below or as we and you otherwise agree in writing. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

These Terms of Use and any dispute or claim you have against Enamine shall be governed in all respects by the laws of Switzerland if you are residing in Europe or other countries of the world except United States of America; or by the laws of the New Jersey state, USA, if you are residing in the United States of America, without regard to conflict of laws principles thereof.

You agree that any claim or dispute you may have against Enamine must be resolved by competent court in Zurich, Switzerland if you are residing in European Union or other countries of the world except United States of America; or by competent court of the New Jersey state, USA, if you are residing in the United States of America, except as otherwise agreed by the parties.

Miscellaneous

If any of the provisions of these Terms of Use are held by a court of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Enamine with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Enamine with respect to such use are hereby superseded and cancelled. Enamine will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Enamine's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Enamine of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Enamine and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

We may amend these Terms of Use at any time by posting the amended Terms of Use on the Site. Our right to amend the Terms of Use includes the right to modify, add to, or remove conditions in these Terms of Use. It is your responsibility to revise the Terms of Use in regards to the amendments made.

In our sole discretion, we may assign these Terms of Use, by providing notice of such assignment in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such Section.

These Terms of Use (including incorporated policies and rules) as well as all annexes and appendixes sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

Termination

In addition to any of the rights and remedies that Enamine may have under these Terms of Use, Enamine may immediately terminate this agreement upon the giving of written notice of such termination to you, if it has reason to believe that you are not using the Site in accordance with these Terms of Use or if a competent regulatory authority requires Enamine to terminate use of the Site.

The following Sections survive any termination of these Terms of Use: Content, Disclaimer of Warranties; Limitation of Liability, all indemnities and Applicable Law and Resolution of Disputes.