

TERMS OF USE

1. Introduction

- 1.1. Enamine.net is an electronic service for online browsing and shopping for products supplied by Enamine Ltd., (Business ID Code 30402329), having its registered address at 78 Winston Churchill Street, 02094 Kyiv, Ukraine ("Enamine") and its distributors and Affiliates. These Terms of Use (the "Terms of Use") apply to the Enamine website located at www.enamine.net (hereinafter referred to as, the "Site"). The Site is the property of Enamine. By using the Site, you agree to these Terms of Use, if you do not agree, do not use the Site.
- 1.2. 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.
- 1.3. 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 US, Inc., a limited liability company established under the law of the state of New Jersey of the United States of America and having its principal place of business at 1 Distribution Way, Monmouth Jct., NJ 08852, USA, if you reside in the United States of America or other countries of the world.

2. Definitions

- "Affiliate" means any company or person that directly, or indirectly, is controlled by or is under common control with Enamine; "control" and, with correlative meanings, the terms "controlled by" and "under common control with", as used in this paragraph, shall mean the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of a company.
- "Catalogs" means whole Enamine, UkrOrgSyntez Ltd (UORSY), and FCH Group (FCH) catalogs and databases, or any selections made from these catalogs and requested by the purchaser 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 individual prices, request(s) for quotation, purchase requisitions, purchase order information, user-to-user transactional information, the fee, individual proposals.
- "ORU" means any Purchaser's research activity that may be performed, including research activity to obtain novel chemical matter derived from the use of Content.
- "Products" means structures, compounds including reagents for synthesis (Building Blocks) and screening compounds, libraries, selection of compounds, tools, kits, databases, collections, toolboxes, and highlights intended for laboratory use only, and offered for sale and sold by Enamine to Purchaser or distributed by Enamine free of charge, directly or *via* the Site.

"Purchaser" means a registered or non-registered user who uses the Site including but not limited to purchase Products from Enamine or for the ORU.

"Site" means Enamine website to be found at <https://enamine.net>.

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

3. Content

- 3.1. All text, formulas, photographs, trademarks, logos, Catalog, Products (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.
- 3.2. 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.
- 3.3. Unless otherwise specified in a valid agreement between Purchaser and Enamine Catalog shall be used only for information purpose or purchasing of compounds from Enamine.
- 3.4. As a material condition of Enamine providing the Products to Purchaser, Purchaser shall not, directly or indirectly, use the Products for any purposes other than ORU and only then in accordance with the terms of these Terms and Conditions.
- 3.5. Enamine acknowledges and agrees that the Purchaser's use of the Products will include generating or creating compounds intended for commercialization, and Purchaser hereby is authorized by Enamine to utilize the Products for the purposes of generating a compound for sale and shall not be restricted from commercializing a product using the Products.
- 3.6. Purchaser shall not (i) transfer for selling, or otherwise distribute the Products or any portion thereof to any third party, whether alone or in combination with other materials, except for such transfers as required for ORU, or (ii) sell the Products or any portion thereof to any third party, whether alone or in combination with other materials, or (iii) modify the Products for resale; (iv) use the Products to offer commercial services to third parties, without prior written approval from Enamine and subject to a separate royalty-bearing license agreement.
- 3.7. The Products shall remain under full control of Purchaser during their whole lifetime and shall exclusively be used for ORU purposes.
- 3.8. **Disclaimer.** The Products is intended for research and development laboratory use only, and, unless otherwise stated in this Terms and Conditions, is not to be used for any other purposes, including but not limited to in vitro diagnostic purposes, the uses in foods, drugs, or medical devices. Purchaser acknowledges that Supplier has not tested the Products for safety and efficacy in foods, drugs, or medical devices. The Products should be handled only by competent, suitably trained persons, familiar with laboratory procedures and potential chemical hazards. The Products are supplied under the condition that the

Purchaser alone accepts total responsibility for its uses and any misuses and for the safe disposal of the Products. Purchaser has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using the Products. The Products shall not be foods, drugs, or medical devices, or their components.

4. Purchaser Account Registration and Password Reset

- 4.1. 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 offline use provided through enamine.net.
- 4.2. To be able to process your order you should complete the User registration form and agree with these Terms of Use and related policies.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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 the Password Reset option. Upon resetting a password, a message with your login and a new password will be sent to your email.

5. 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.

6. Product Price, Availability, Quantity, Quality and Order Limits

- 6.1. Prices from the 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) business days from the date of your order.

- 6.2. 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.
- 6.3. 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.
- 6.4. Quality of the product shall comply with the specifications set forth in the Catalog posted at the Site for a certain product.

7. Payment options

- 7.1. The payment for the product shall be made within forty-five (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.
- 7.2. 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.
- 7.3. 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 a certain region. You should select the payment option available to your region during check-out procedure.
- 7.4. 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.
- 7.5. 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.

8. Terms and Conditions for Discount Programs

- 8.1. Promotional discounts are valid for online Purchases at Enamine only. Any reference to special sales conditions announced at Enamine will be rejected if orders are received by fax, e-mail, or post.
- 8.2. Promotional discounts are subject to availability of compounds in stock. In particular, they are applied to Building Blocks which amount in stock exceeds 1 gram.
- 8.3. Promotional discounts can only be applied to purchases of batches of 2.5 grams and smaller.
- 8.4. Promotional discounts from different discount programs can NOT be summed up. By default, a larger discount will be applied replacing all other discounts.
- 8.5. The discounts are valid in the period specified in the promotional program. After the end of the promotion, the discounts for new purchases will be automatically cancelled.

- 8.6. Promotional programs are intended for the end users only. The discounts cannot be granted to Enamine partners and distributors, with whom Enamine has separate contracts in place. Nor are the discounts applicable to retailers and brokers.
- 8.7. Enamine reserves the right to terminate the discounts in case of intentional abuse of the program by the customer.
- 8.8. Enamine reserves the right to change the terms and conditions for any its promotional program without prior notice.
- 8.9. Any discounts available at Enamine for building blocks are only applied to standard pack sizes: 0.1 g; 0.25 g; 0.5 g; 1.0 g; 2.5 g.

9. Refund and Cancellation

- 9.1. If the quality of goods does not comply with the specification set forth by Enamine, Enamine shall refund 100 % of the 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.
- 9.2. If the Purchaser cancels the order, Enamine shall be entitled to charge a 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.
- 9.3. Credits or refunds will be made to the same method of payment and account used to place the order.

10. Packaging and Delivery

- 10.1. 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.
- 10.2. 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 the 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 Parafilm™ sealing tape. Packaging is performed under inert gas atmosphere. All items are packaged in cardboard boxes lined with foam-rubber for shipping.
- 10.3. Shipping and handling charges added to the order are indicated at the checkout procedure. The amount of these charges depends on the shipping destination.
- 10.4. The Purchaser by its own discretion may specify own delivery account number with particular courier service company in its profile.
- 10.5. 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.

11. Taxes

- 11.1. 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.
- 11.2. 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.

12. 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.

13. Privacy and use of Cookies

Our [Privacy Policy](#) and Cookies Policy applies to use of this Site, and their terms make a part of this Terms of Use by 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.

14. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 14.1. 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