SITE USE TERMS

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Welcome to the Chem-Impex International, Inc. ("Chem-Impex" or "we") Website. Chem-Impex provides this Website (this "Site"), at its discretion, as a service to its customers. This Site provides users with access to extensive product information and documentation as well as online purchasing capabilities.

These Site Use Terms ("Terms") set forth the terms and conditions under which you may use and access this Site. You represent and warrant that you possess the legal right and authority to agree to these Terms on your behalf. If you are accessing this Site on behalf of your employer or some other entity, then these Terms shall be binding upon you and your employer or such other entity, and, in such event, you further represent and warrant that you possess the legal right and ability to agree to these Terms on your behalf and on behalf of your employer or other entity. If you register to use this Site by submitting the Profile Form on behalf of your employer or such other entity, then you shall be deemed to be accessing this Site on behalf of yourself and your employer or such other entity. As used in these Terms, the term "you" refers to you individually and, if applicable, your employer or such other entity on whose behalf you may access the Site.

In the event you purchase goods or services through this Site, the terms and conditions of sale apply. Our privacy policy applies to the collection of information through your use and access of this Site. BY ACCESSING THIS SITE YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS, YOU AGREE TO THESE TERMS. EACH TIME YOU ACCESS THIS SITE, YOU ARE REAFFIRMING YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THIS SITE. IF YOU ARE AN EXISTING USER AND DO NOT AGREE TO THESE TERMS AND WISH TO REMOVE YOUR PROFILE FROM THE SITE, PLEASE SUBMIT THE REQUEST TO CUSTOMER@CHEMIMPEX.COM.

CHEM-Impex reserves the right to revise these terms at anytime. When we do, we will also revise the "Rev" date at the top of these terms. You are responsible for regularly reviewing the current terms. Your continued use of the Site after we post any revised terms constitutes your agreement to any such revised terms.

1. REGISTRATION. Access to online purchasing capabilities (the "Service") is available only to businesses and their authorized employees, agents and/or contractors who register with Chem-Impex by submitting a Profile Form and is limited to those users who are authorized to form legally binding contracts under applicable law on behalf of the businesses or organizations they represent.

2. MEMBER ACCOUNT, PASSWORD AND SECURITY. You represent that all information provided to Chem-Impex through the Profile Form or otherwise is accurate and that you are the individual identified in such information. In the event any such information changes after it is provided to Chem-Impex, you agree to update your Profile online the next time you access the Site. You agree (a) to maintain the confidentiality of your username and password, and (b) that you are fully responsible for any and all activities that occur under your username. You further agree to (i) immediately notify Chem-Impex of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. Without limiting any other provisions of these Terms, Chem-Impex will not be liable for any loss or damage arising from your failure to comply with this Section 2, and you agree that Chem-Impex will not be liable for any loss that you may incur as a result of someone else using your username, either with or without your knowledge. You agree not to use anyone else’s username at any time.

3. CHANGES TO SITE. Chem-Impex may modify, suspend, discontinue or restrict the use of all or any portion of the Site at any time for any reason and without notice or liability. Without limiting the foregoing, Chem-Impex reserves the right, with or without notice to you, to change any of the
services offered on the Site including, but not limited to, hours of operation, menu structures, access procedures, software commands, documentation, vendors and/or other services.

4. LIMITED USE. Subject to these Terms, you are authorized to access and use the Site (a) for the purposes of making purchasing decisions with regard to products offered for sale on the Site, for administering orders placed on the Site, for education and related research, and for background information on products offered for sale on the Site, and (b) at the sole discretion of Chem-Impex. CHEM-IMPEx RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO TERMINATE OR SUSPEND YOUR ACCESS TO, AND/OR USE OF, THE SITE, OR ANY PORTION THEREOF, AT ANY TIME, WITH OR WITHOUT NOTICE AND FOR ANY REASON (OR NO REASON), AND YOU AGREE THAT IN THE EVENT YOUR AUTHORIZATION TO ACCESS THE SITE IS TERMINATED, YOU WILL NOT THEREAFTER ACCESS, OR ATTEMPT TO ACCESS THE SITE, DIRECTLY OR INDIRECTLY, AND IF YOUR AUTHORIZATION TO ACCESS THE SITE IS SUSPENDED, YOU WILL NOT THEREAFTER ACCESS, OR ATTEMPT TO ACCESS, THE SITE, DIRECTLY OR INDIRECTLY, UNTIL YOUR SUSPENSION IS REMOVED AND CHEM-IMPEx GIVES YOU EXPRESS NOTICE THEREOF. For further clarity, you are responsible for providing all communication lines, telephone/transmission services and all equipment and technology necessary for you to access and use the Site.

5. INTEGRITY OF SITE AND RESTRICTIONS. The Site may contain a robot.txt file (or other similar files) which, among other things, instruct certain software programs (such as robots and Web crawlers) which portions of the Site, if any, such programs may access. The authorizations in such robot.txt file are limited to bona fide publicly available search engines and are not applicable to any other party. Subject to the foregoing, you agree not to access or use the Site in any manner that is prohibited by these Terms, the robot.txt file (or any other similar file) contained on the Site, or is otherwise unlawful. Subject to the foregoing and without limiting the generality thereof, you agree that you will access and use the Site solely by manual request and not programmatically by macro, robot, or other automated means, and that you will not, directly or indirectly, (a) modify, copy, distribute (including via electronic mail), transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, data, products or services obtained from the Site unless expressly authorized by these Terms or by Chem-Impex in writing, (b) access or use the Site through, or in connection with, any software product other than the customary Web browsers (such as Microsoft Internet Explorer and Netscape Navigator), (c) use any software tools, procedures or instructions (other than customary Web browsers), automatic devices or automated processes, or manual process to monitor or access data or content provided through the Site, (d) otherwise “meta-search” the Site, or send, or cause to be sent, any automated queries of any sort to the Site, (e) use any device, hardware or software to bypass any security system on the Site, (f) disrupt or attempt to disrupt the proper or usual working of the Site, (g) use the Site in any manner that could damage, disable, overburden, or impair the Site (or the network(s) connected to the Site) or interfere with any other person’s use and enjoyment of the Site, (h) take any action that may cause, or that actually causes, an unreasonable or disproportionately large load on Chem-Impex’s computers, network or other resources, (i) distribute any software or instructions that could be used to breach any of these the Terms, (j) attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site or otherwise operated by Chem-Impex through hacking, password mining or any other means, (k) access, or attempt to access, information other than the information Chem-Impex intends to make available to you, and/or (l) alter or remove any trademark, copyright and/or any other notice contained in any information obtained from the Site.

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7. LIMITATION OF LIABILITY AND SOLE REMEDY. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL CHEM-IMPEX, ITS SUPPLIERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND THE LIKE BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, THE LOSS, DELAY OR INABILITY TO USE THE SITE (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, DATA, PRODUCTS, OR OTHER MATERIALS), THE LOSS OF ANY DATA, ANY INFORMATION, PRODUCTS, AND/OR SERVICES OBTAINED THROUGH THE SITE, AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS, THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, DATA, PRODUCTS, OR OTHER MATERIALS), OR OTHERWISE ARISING OUT OF THE USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, DATA, PRODUCTS, OR OTHER MATERIALS), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND EVEN IF CHEM-IMPEX, ITS SUPPLIERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, AND THE LIKE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENT'S CHEM-IMPEX'S, ITS SUPPLIERS', CONTENT PROVIDERS', EMPLOYEES', AGENTS', AFFILIATES', LICENSORS' AND THE LIKE'S MAXIMUM TOTAL LIABILITY TO YOU FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS, THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY
INFORMATION, DATA, PRODUCTS, OR OTHER MATERIALS), OR OTHERWISE ARISING OUT OF THE USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, PRODUCTS, OR OTHER MATERIALS) HEREUNDER SHALL NOT EXCEED ONE HUNDRED ($100.00) IN THE AGGREGATE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, PRODUCTS, OR OTHER MATERIALS), OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THESE LIMITATIONS APPLY AMONG OTHER THINGS TO ANY THIRD-PARTY CLAIMS AGAINST CHEMIMPEX. The provisions of this Section 7 and Section 6 above represent a reasonable allocation of the risks under these Terms. ChemImpex's willingness to allow you to access and use the Site reflects this allocation of risk and the limitations of liability specified herein.

8. LINKING TO THE SITE. Except for educational purposes, you agree not to link to the Site, or to cause any website that you operate or otherwise control, to link to the Site, in each instance without first obtaining the express permission from ChemImpex to do so. You agree that if you do receive such permission, that (a) you will link only in accordance with the terms and conditions of such permission, (b) ChemImpex may revoke such permission at anytime and for any reason, (c) after any such revocation, you will not thereafter link to the Site, or cause any Website that you operate or otherwise control, to link to the Site, and (d) ChemImpex has no obligation to notify you if any of the portions of the Site that you are linking to change or move to a different location.

9. THIRD PARTY CONTENT. The Site may contain hyperlinks to other Websites and Internet resources operated by parties other than ChemImpex ("Linked Sites"). Links to and from the Site to other third party sites, maintained by third parties, do not constitute an endorsement by ChemImpex or any of its subsidiaries or affiliates of any third party resources or their contents. ChemImpex has no control over any Linked Sites. Any such hyperlinks are provided for your reference only and are included on an "as is" basis. You acknowledge and agree that ChemImpex is not responsible for the availability of Linked Sites and does not endorse and is not responsible or liable for any content, advertising, products, privacy policies, or other materials on or available from such Linked Sites. You further acknowledge and agree that ChemImpex shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Linked Site. When you visit a Linked Site, you will no longer be protected ChemImpex's privacy statement or security practices. The data collection, use and protection practices of the Linked Site may differ from the practices of ChemImpex. You are responsible for viewing and abiding by the privacy statements and Terms posted at the Linked Sites.

10. INDEMNIFICATION. You agree to indemnify and hold ChemImpex, subsidiaries, and affiliates, suppliers and content providers and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns harmless from and against any and all claims, losses, damages, liabilities, judgments, demands, and fees and expenses (including, without limitation, reasonable attorney's fees) asserted by any third party due to or arising out of (a) your breach of these Terms (including without limitation, any breach of any of your representations, warranties and covenants contained herein), (b) your access to, use of, or conduct on the Site or use of the Service (including, without limitation, any information, products, or other materials), and/or (c) the violation of any rights of another resulting from or relating to your use of the Site or the Service.

11. GENERAL. These Terms contain the full understanding of the parties with respect to your use and access of the Site and supersede all prior agreements and understandings, both written and oral, with respect to such use and access of the Site; provided, however, that there may be additional written terms and conditions that govern your use of specific areas of the Site and/or your
submission of materials to Chem-Impex through certain portions of the Site. Such additional terms and conditions, if any, will be specified in the Site. Subject to the foregoing, there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever regarding your use and/or access to the Site. If any portion of these Terms is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the parties' original intentions, and the remainder of these Terms shall remain in full force and effect. A printed version of these Terms and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Headings of articles and sections in these Terms are for the convenience of the parties only. Accordingly, they shall not constitute a part of these Terms when interpreting or enforcing these Terms. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Chem-Impex as a result of these Terms or access and/or use of the Site. The failure of Chem-Impex to insist upon or enforce strict performance by you of any provision of these Terms shall not be construed as a waiver of any provision or right. The Site and these Terms are governed by the laws of the State of Illinois, USA, except for its conflict of laws provisions. You hereby consent to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the Circuit Court for the County of DuPage, Illinois, over any action or proceeding arising out of or relating to these Terms or the Site, and you hereby waive all rights you may have or which may hereafter arise to contest such jurisdiction. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms including, without limitation, this Section 12. Chem-Impex may provide notice to you relating to the Site and/or these Terms by sending an email to your last known email address, and any such notice shall be deemed given and received on the day it is sent. You agree that any cause of action that you may desire to bring arising out of or related to these Terms and/or the Site must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.