

## **Terms and Conditions**

### **Acceptance**

All sales are subject to, and expressly conditioned on, these Terms and Conditions and Customer's assent to these Terms and Conditions. These Terms and Conditions are controlling and any additional or inconsistent terms and conditions in any acknowledgement, purchase order, or acceptance documents requested from, or provided by the Customer are expressly rejected.

### **Purchase Orders**

All Reference Standards are subject to availability. Please note that some items may not be available depending on the destination country or region.

Purchase orders may be placed by Customer in electronic submission through PMRJ Reference Standards Online Store. PMRJ will not accept any order by telephone or facsimile. All purchase orders are subject to acceptance by PMRJ. Prices of all Reference Standards are either on-CPT (Incoterms 2020) basis or on EXW (Incoterms 2020) basis. The risk of loss for all Reference Standards purchased by Customer shall pass to the Customer at the point of delivery to the carrier. The Customer is responsible for paying all customs duties, taxes, and tariffs levied for importation of the Reference Standards.

### **Prices and Package Sizes**

Prices and package sizes of Reference Standards are subject to change without notice. The latest price for each Reference Standard can be checked on our website. PMRJ shall not provide any discount.

### **Payment**

Payment must be made in advance in Japanese yen by wire transfer. We do not accept credit cards. If payment is not confirmed within 45 days of the invoice date, the order will be automatically cancelled. The customer is responsible for any bank transfer fees as well as any customs duties, taxes, and tariffs.

### **Returns and Cancellations**

All sales of PMRJ products are final. PMRJ products may not be returned for exchange or refund. The Customer that refuses delivery or refuses to pay customs and duties charges for exports from Japan are financially responsible for the total cost of the PMRJ products shipped.

### **Shipping**

PMRJ reserves the right to change the shipping method of any order to meet the importing requirements of the ship-to country. PMRJ will not ship any Reference Standards to post office boxes.

### **Compliance with Law**

By purchasing PMRJ products, Customer agrees to comply with all applicable provisions of any national or local law, and all orders, rules, and regulations, including but not limited to Japanese economic sanctions and controlled substances laws and regulations.

PMRJ products are subject to Japanese export control laws and regulations and may require an export license or applicable license exception prior to exportation from Japan.



## **Indemnification**

Customers shall bear all risk of theft, loss, or damage not caused by PMRJ for all PMRJ products acquired pursuant to these Terms and Conditions. Customers agree to indemnify, defend, and hold PMRJ, its officers, trustees, and employees, harmless from all loss, liability, claims, or expenses (including reasonable attorney's fees) arising out of the Customer's use of the Reference Standards, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused by the negligent or intentional act or omission of PMRJ.

## **Suitability for Use**

Customers purchasing Reference Standards must use them for the tests and assays prescribed in the monograph of the Japanese Pharmacopoeia and other official compendia for pharmaceuticals, excipients and food additives. The Reference Standards are analytical reagents and are not to be used for diagnostic or drug purposes or for administration to humans or animals. Customers must use and store the Reference Standards in accordance with the directions in the accompanying leaflet.

## **Applicable Law**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Japan. In the event of litigation or other proceedings by PMRJ to enforce or defend any term and condition, Customer agrees to pay all costs and expenses sustained by PMRJ, including, but not limited to, reasonable attorney's fees.

## **Force Majeure**

PMRJ shall not be responsible for delays or failure in delivery, if the supply of the Reference Standards is hindered by occurrence beyond PMRJ's reasonable control including, but not limited to any act of God, civil commotion, unavailability, or shortages of materials.

## **Severability**

If any provision of these terms and conditions is deemed unlawful, void, or unenforceable for any reason whatsoever, then that provision is severed and shall not in any way affect the validity and enforceability of the remaining provisions.

## **Entire Agreement**

Nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms and conditions to the sales of product by PMRJ to the Customer pursuant to these Terms and Conditions. The parties agree that the terms and conditions of any order for product placed by any Customer shall be governed only by these Terms and Conditions. These Terms and Conditions are a full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersede all previous agreements, understandings, negotiations, and proposals. No provisions of these Terms and Conditions shall be deemed waived, amended, or modified by any party unless such waiver, amendment, or modification shall be in writing and signed by an officer or other authorized representative of all parties.

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Pharmaceutical and Medical Device Regulatory Science Society of Japan  
Pharmaceutical Reference Standards Center