





Product Specification Sheet

NICOTINE USP

Parameter	Method	Acceptance Criteria (Monograph) ¹
Identification	USP<197U>	UV absorption spectra of test solution and the standard solution exhibit maxima and minima at the same wavelengths.
Specific Rotation	USP <781S>	-130° to -143°
Heavy Metals	USP <231> Method II	NMT 0.002%
Water Determination	USP <921> Method I	NMT 0.5%
Chromatographic Purity	USP <621>	No single impurity >0.5% Total impurities NMT 1.0%
Titrimetric Assay	USP <541>	99.0 % -101.0%
Residual Solvent	USP <467>	USP Limit (ppm) Heptane – 5000 ppm

Comments: ¹Refers to USP 36-NF31s2 (Monograph is Nicotine)

Issued 04/29/14

Safety Data Sheet (SDS)

Section 1 – Identification

Product: Nicotine, 99% solution

Manufacturer: AmeriNic, Inc. 841 AVOCA Farm Road Merry Hill, North Carolina 27957 - 252-482-2133

Recommended use of the chemical: For use in the manufacture of juice/liquid for electronic cigarettes or other vapor alternative tobacco products.

Section 2 – Hazards Identification

Hazard Classification:

Acute toxicity (oral)	Category 1
Acute toxicity (dermal)	Category 1
Acute toxicity (inhalation)	Category 1
Reproductive toxicity	Category 2

Signal word: Danger

Hazard statements:

H300	Fatal if swallowed
H310	Fatal in contact with skin
H330	Fatal if inhaled
H361	Suspected of damaging unborn child
H400	Very toxic to aquatic life

Pictograms:



Precautionary Statements:

P202	Do not handle until all safety precautions have been read and understood.
P260	Do not breathe dust/gas/mist/vapors/spray.
P262	Do not get in eyes, on skin, or on clothing.
P264	Wash hands thoroughly after handling.
P270	Do not eat, drink or smoke when using this product.
P271	Use only outdoors or in a well-ventilated area.
P273	Avoid release to the environment.
P280	Wear protective gloves / protective clothing.
P284	In case of inadequate ventilation wear respiratory protection.

P301 + P330 + P310	If swallowed, rinse mouth and immediately call a POISON CENTER or doctor.
P302 + P352 + P310	If on skin, immediately wash with plenty of soap and water and call a POISON CENTER or doctor.
P304 + P340 + P310	If inhaled, immediately remove person to fresh air and keep comfortable for breathing and call a POISON CENTER or doctor.
P361	Remove / take off immediately all contaminated clothing.
P405	Store locked up.
P403 + P233	Store in a well-ventilated place. Keep container tightly closed.
P501	Dispose of contents / container in accordance with local / regional / national / international regulations.

Section 3 – Composition/Information on Ingredients

Ingredient	CAS Number	Concentration by Weight
Nicotine	54-11-5	99%
Tobacco compounds	Not applicable	1%

The identity of trace components of this mixture is considered to be a trade secret and is withheld in accordance with 29 CFR 1910.1200 (i).

Section 4 – First Aid Measures

Inhalation: Signs of overexposure include burning sensation, nausea, vomiting, convulsions, abdominal pain, diarrhea, headache, sweating, weakness, dizziness, confusion. Move patient to fresh air and seek immediate medical attention. If patient is not breathing, begin artificial respiration.

Ingestion: Signs of overexposure as same as inhalation. Seek immediate medical attention.

Skin: Signs of overexposure include redness and burning sensation. Remove contaminated clothing and wash exposed area thoroughly with soap and water. Seek immediate medical attention.

Eye: Immediately flush eyes with plenty of room temperature water for at least 15 minutes. Irritation, pain, swelling, lacrimation (excessive secretion of tears), or photophobia (sensitivity to light) may occur. Seek immediate medical attention.

Section 5 – Fire-Fighting Measures

Use powder, alcohol-resistant foam, water spray, or carbon dioxide (CO₂).

Hazardous decomposition products: nitrogen oxides and carbon monoxide are produced during combustion; gases are irritating.

Protective equipment for firefighters: Wear adequate personal protection to prevent contact with material or its combustion products. Self-contained, NIOSH-approved breathing apparatus with a full facepiece operated in a pressure demand or other positive pressure mode.

Section 6 – Accidental Release Measures

Collect leaking liquid in sealable containers. Absorb remaining liquid in sand or inert absorbent and remove to safe place. Do not wash away into sewer. Use complete protective clothing including self-contained breathing apparatus.

Section 7 – Handling and Storage

Store in tightly closed containers separately from strong oxidizers, food, and feedstuffs. Store in cool, dry, well-ventilated area away from sources of ignition.

Section 8 – Exposure Controls/Personal Protection

OSHA Permissible Exposure Limits (PEL): 0.5 mg/m³ (8-hour time-weighted average); skin

American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLV): 0.5 mg/m³ (8-hour time-weighted average); skin

NIOSH Recommended Exposure Limit (REL): 0.5 mg/m³ (10-hour time-weighted average); skin

NIOSH Immediately dangerous to life or health (IDLH): 5 mg/m³

Wear chemical resistant clothing including apron and gloves to prevent skin contact.

Wear goggles or face shield. An eye wash and body wash station should be readily accessible.

Provide dedicated areas with suitable containers for the disposal of contaminated or non-contaminated PPE and accessories to be destroyed or washed. Provide first aid kits and the proper fire extinguishers in close proximity to the work area.

Conduct routine air testing. At 20°C (68 °F), evaporation of nicotine can quickly cause hazardous air conditions in enclosed spaces. Install a closed system or use a fume hood or have other adequate engineering controls in place to keep airborne concentrations below the occupational exposure limits. Wear NIOSH-certified respirator with full face piece operated in a pressure-demand or positive-pressure mode, in areas where the concentration is unknown or potential exists for exposures above 0.5 mg/m³. If the possibility of exposure above 5 mg/m³ exists, use a NIOSH-approved self-contained breathing apparatus with a full facepiece operated in pressure-demand or other positive-pressure mode equipped with an emergency escape air cylinder.

Section 9 – Physical and Chemical Properties

Appearance: dark brown liquid.

Odor: Fishlike odor when warm.

Vapor pressure: 0.08 mm Hg at 20 °C

Odor threshold: 0.003 g/L taste detection in water

Vapor density: 5.6 (air=1)

pH: 10.2

Relative density: 1.01 (water = 1)

Melting point/freezing point: -80 °C (-112°F)

Solubilities: Miscible in water below 60°F, very soluble in alcohol, oils

Initial boiling point and boiling range: 247°C (477°F)

Flash point: 95°C (203°F)

Evaporation rate: no data available.

Upper/lower flammability or explosive limits: 4.0%/0.7% by volume
Partition coefficient n-octanol/water: log Kow = 1.2
Auto-ignition temperature: 240 °C (464°F)
Decomposition temperature: 247 °C (477°F)
Viscosity: viscous upon exposure to air

Section 10 – Stability and Reactivity

Reactivity: Stable under normal conditions.

Chemical stability: Explosive vapor/air mixtures may be formed above 95°C.

Incompatible materials: Reacts violently with strong oxidizers; incompatible with strong acids.

Conditions to avoid: Temperatures above 95 °C and contact with strong oxidizers or strong acids.

Hazardous decomposition products: When heated to combustion, nitrogen oxides and carbon monoxide are emitted.

Section 11 – Toxicological Information

Acute toxicity based on animal studies:

Oral

LD50 for rat: 50–188 mg/kg

LD50 for mouse: 3.3–24 mg/kg

Dermal

LD50 for rat: 50–140 mg/kg

LD50 for rabbit: 50 mg/kg

Inhalation

No data.

Ingestion: Early phase symptoms of ingestion include vomiting, abdominal pain, increased salivation, fluid buildup in the airways, rapid and heavy breathing, high blood pressure, rapid heart rate, narrowing of the blood vessels, pale skin, headache, dizziness, confusion, agitation, restlessness, loss of balance, difficulty walking, visual and hearing distortions. Late phase symptoms include diarrhea, shallow breathing, no breathing, low blood pressure, slow heart rate, abnormal heart rhythm, shock, loss of normal reflexes, lethargy, weakness, paralysis, and coma. May be fatal if swallowed. The fatal adult dose has been described as 40 to 60 mg (approximately 40-60 milliliters).

Skin: This substance is well absorbed by dermal exposure route. May be fatal if absorbed through skin. Systemic effects similar to that of ingestion can occur from nicotine poisoning. This substance can cause skin irritation and dermatitis; no quantitative data are available.

Eyes: This substance can cause eye irritation, severe pain, inflammation of the conjunctiva, and opacification of the cornea; no quantitative data are available.

Inhalation: This substance is well absorbed by inhalation exposure route. Inhalation can produce systemic effects similar to that of ingestion.

Long-term or chronic exposures: While tobacco smoking and smokeless tobacco have been identified as carcinogens by IARC and NTP, neither agency has evaluated nicotine by itself. The State of California has identified nicotine as a chemical known to cause reproductive toxicity (Proposition 65). Animal tests indicate that nicotine may be a teratogen. Repeated exposure can cause increased blood pressure, irregular heartbeat, and disturbed hearing and vision.

Section 12 – Ecological Information (non-mandatory)

Based on its Kow, an estimated bioconcentration factor (BCF) of 3 indicates that potential for bioconcentration in aquatic organisms is low. Based on its Koc, nicotine is expected to have high mobility in soil and will adsorb strongly to soils. Based on its Henry's Law constant, nicotine is expected to be essentially non-volatile from water or soil. Aqueous and soil-based biodegradation studies indicate that nicotine is readily biodegradable in both types of media.

This substance is very toxic to aquatic organisms. Avoid release to the environment.

Section 13 – Disposal Considerations

Leave chemicals in original containers. No mixing with other waste. Handle uncleaned containers like the product itself.

Consult state, local, or national regulations to ensure proper disposal. Contact a licensed professional waste disposal service to dispose of this material.

Do not allow product to reach sewage system.

Section 14 – Transport Information

UN number: 1654

UN proper shipping name: Nicotine liquid or solid

Transport hazard class: IMO 6.1 Toxic Substances

Packing group number: II

Section 15 – Regulatory Information

TSCA

CAS# 54-11-5 is listed on the TSCA inventory.

CERCLA Hazardous Substances and corresponding RQs

CAS# 54-11-5: 100 lb final RQ; 45.4 kg final RQ

SARA Section 302 Extremely Hazardous Substances

CAS# 54-11-5: 100 lb TPQ

SARA Codes

CAS # 54-11-5: immediate, delayed.

Section 313

This material contains Nicotine (CAS# 54-11-5, 99%), which is subject to the reporting requirements of Section 313 of SARA Title III and 40 CFR Part 373.

SARA 311/312 Hazards

Acute health hazard, Chronic health hazard.

STATE

CAS# 54-11-5 can be found on the following state right to know lists: California, New Jersey, Pennsylvania, Minnesota, Massachusetts.

California Prop 65

WARNING: This product contains Nicotine, a chemical known to the state of California to cause developmental reproductive toxicity.

Canada - DSL/NDSL

CAS# 54-11-5 is listed on Canada's DSL List.

Canada - WHMIS

This product has a WHMIS class D, division 1, subdivision A (Material causing immediate and serious toxic effects (VERY TOXIC)).

Canadian Ingredient Disclosure List

CAS# 54-11-5 is listed on the Canadian Ingredient Disclosure List.

National Fire Protection Association (USA)

Health: 4

Flammability: 1

Reactivity: 0

Section 16 – Other Information

Date prepared: 4/14/14

Last revision: 4/14/14



November 17, 2014

Product Name: **AmericNic, Nicotine 99% USP Solution**

Item Code: **8727**

The above- mentioned product as supplied will be covered by a Continuing Commodity Guarantee and not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may not, under the provisions of section 404 or 505 of the act, be introduced into interstate commerce.

This is a Continuing Guarantee subject however, to revocation at any time by written notice to the buyer.

Michele L. Phelps

Director of Quality and Regulatory Affairs



August 25, 2014

Allergen Statement

Product Name: **AmeriNic, Nicotine 99% Solution**

Item Code: **8727**

The above-mentioned product as supplied does not contain major food allergens, as listed by the Food Allergen Labeling and Consumer Protection Act (FALCPA). Included on the FALCPA are:

- Milk
- Eggs
- Fish
- Crustacean shellfish
- Tree nuts
- Peanuts
- Wheat
- Soybeans

Michele L. Phelps
Director of Quality & Regulatory Affairs
AmeriNic, Inc.



November 17, 2014

Product Name: **AmeriNic, Nicotine 99% USP Solution**

Item Code: **8727**

The above- mentioned product as supplied is manufactured according to 21 CFR Part 110 and 111 CGMPs.

Michele L. Phelps

Director of Quality and Regulatory Affairs

AMERINIC, INC.
TERMS AND CONDITIONS

DANGER! LIQUID NICOTINE IS HAZARDOUS. HANDLE WITH EXTREME CARE. EXPOSURE TO EVEN MINIMAL AMOUNTS OF LIQUID NICOTINE MAY RESULT IN SERIOUS ADVERSE HEALTH EFFECTS INCLUDING DEATH. FATAL IF SWALLOWED. FATAL IN CONTACT WITH SKIN. FATAL IF INHALED. SUSPECTED OF DAMAGING FERTILITY OR THE UNBORN CHILD.

For additional warnings and information associated with the Product, refer to the pertinent labels, instructions, safety data sheets, safe use and handling guides, and other AmeriNic, Inc. literature about the Product. DO NOT USE, HANDLE, TRANSPORT, OR STORE THE PRODUCT WITHOUT BECOMING COMPLETELY FAMILIAR WITH THESE MATERIALS.

1. ACCEPTANCE. AMERINIC, INC. (“COMPANY”) HAS ACCEPTED THE ORDER BY “CUSTOMER” OF THE LIQUID NICOTINE PRODUCT SET FORTH ON THE FACE OF OUR INVOICE (THE “PRODUCT”) ONLY ON THE TERMS AND CONDITIONS SET FORTH HEREIN (THESE “TERMS AND CONDITIONS,” AND, COLLECTIVELY WITH THE PRICING TERMS OF OUR INVOICE, THIS “AGREEMENT”), AND ANY TERM OR CONDITION PROPOSED IN A PURCHASE ORDER OR OTHER DOCUMENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THOSE CONTAINED HEREIN IS HEREBY REJECTED, UNLESS SPECIFICALLY ACCEPTED BY COMPANY AND SO ACKNOWLEDGED IN WRITING BY A SENIOR EXECUTIVE OFFICER OF COMPANY. NO OTHER OFFICERS, EMPLOYEES OR SALES REPRESENTATIVES OF COMPANY ARE AUTHORIZED TO ALTER, VARY, OR WAIVE ANY OF THESE TERMS AND CONDITIONS.

2. PRICES. Any prices quoted by Company are subject to adjustment to reflect Company’s prices in effect at the time of shipment, including, without limitation, any increases in raw material, energy, transportation, packing, storage, shipping charges, taxes, or insurance costs.

3. CHANGES OR CANCELLATIONS. Although Company shall make commercially reasonable efforts to accommodate any requested change in specifications while work is in progress, Company does not guarantee its ability to make such changes. In the event that Company makes changes per Customer’s request, Company reserves the right to charge Customer for any services, labor, or material discarded or added because of such changes. To cancel an order, Customer must notify Company in writing. Notwithstanding anything set forth in this Section 3 or otherwise in this Agreement, in no event will Customer have the right to cancel any order of Product that Company has placed on its production schedule. Shipments returned to Company without Company’s prior written authorization may be returned to Customer, at Customer’s expense plus reasonable handling charges, and are subject to Company’s then-current cancellation charges.

4. DELIVERY. Company shall make commercially reasonable efforts to keep Company’s delivery commitment. However, the stated time of delivery is an estimate only, and Company shall not be liable for any delayed delivery and shall not be liable for any non-delivery of the Product caused by a Force Majeure Event (as defined below) or otherwise. Bulk packaging is standard unless otherwise agreed upon by the parties.

5. PARTIAL DELIVERY. Company reserves the right to make partial shipments and to submit invoices for partial shipments in accordance with these Terms and Conditions.

6. RISK OF LOSS; TITLE. Delivery shall be deemed made, and title to the Product shall be deemed to pass, to Customer when Company places the Product at the disposal of Customer. All risk of loss and damage to the Product shall pass to Customer in accordance with EXW (Merry Hill, North Carolina) Incoterms © 2010.

7. INSPECTION AND SHORTAGES. Customer agrees to inspect the Product against shipping papers upon delivery. Except with respect to any partial delivery pursuant to Section 5, all objections to or claims relating to the Product, including shortage claims, must be notified in writing to Company within 5 business days of delivery of the Product and Customer’s sole remedy for such objectionable Product will be as set forth in Section 13. No such objectionable or rejected Product may be returned, scrapped, or otherwise disposed of without Company’s prior written consent. Company will instruct Customer as to the disposition of rejected Product.

8. TERMS OF PAYMENT; SUSPENSION OF PERFORMANCE. Unless otherwise specified in writing, Company’s standard payment terms are net 30 days from the date of our invoice. If shipment is delayed by request of Customer, payments become due as if shipment has been made on the original shipment date. An additional charge of 2% per month, but not to exceed the lawful maximum, may be added on any amount that is past due. If, in Company’s judgment, reasonable doubt exists as to Customer’s financial responsibility, or if Customer is past due in payment of any amount owing to Company, Company reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any Product in transit until Company receives payment of all amounts, whether or not due, owing to Company, or adequate assurance of such payment.

9. OFFSET. Customer agrees to pay the full purchase price of the Product and any other amounts due hereunder regardless of any offset or claim that may be asserted by Customer or on Customer’s behalf.

10. COLLECTIONS. Customer agrees to pay any charges that Company incurs, including reasonable attorneys’ fees, relating to the collection or enforcement of any indebtedness, liabilities, or obligations of Customer to Company.

11. TAXES. Company’s quoted prices do not include any present or future sales, use, value added, excise, or other federal, state, or local taxes, unless specifically shown. Consequently, in addition to the prices specified herein, Customer shall pay and reimburse Company for any and all taxes that may become payable with respect to Customer’s order. It is Customer’s responsibility to timely provide to Company any tax exemption certificates, if applicable.

12. LIMITED WARRANTIES AND REMEDIES. Company warrants to Customer that (at the time of shipment) the Product shall comply with Company’s sales specifications in terms of quantity and purity (in effect at the time of the purchase). This warranty shall expire the earlier of (i) sixty (60) days from the date of shipment, or (ii) the date of use of the Product. This warranty shall be voided by any alteration or modification of the Product by any person other than an employee of Company, and by any abuse, misuse or neglect of the product. THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL CUSTOMER, IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF THE PRODUCT. THIS WARRANTY IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY WITH RESPECT TO THE PRODUCT, AND COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer must make all warranty claims under this warranty in writing, the earlier of (i) within thirty (30) days after the shipment date, or (ii) prior to the date of use. Company will at its option (a) replace the Product or (b) refund to Customer the price paid by Customer for the Product, and this shall be Customer’s sole and exclusive remedy with respect thereto.

13. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, “REPRESENTATIVES”) BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS, DAMAGE, OR INJURY, WHETHER FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR IN ANY AMOUNT, ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES, OR INTERRUPTION OF BUSINESS. COMPANY’S TOTAL AND EXCLUSIVE LIABILITY FOR NONPERFORMANCE, EVEN IF CAUSED BY COMPANY’S GROSS OR ORDINARY NEGLIGENCE, UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE REMEDIES SET FORTH IN SECTION 13, AND IN NO EVENT SHALL DAMAGES EXCEED THE PRICE OF THE PRODUCT PAID BY CUSTOMER TO COMPANY PURSUANT TO THIS AGREEMENT.

14. PROPRIETARY RIGHTS; INTELLECTUAL PROPERTY; CONFIDENTIALITY. All information, items and materials, including, but not limited to, information developed or provided by or on behalf of Company (or any of its affiliates) and any know-how, methodologies, products or processes, including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto, used by Company to produce and provide the Product or otherwise relating to the business, operations, affairs, technologies, plans and strategies of the Company (collectively, the “Company Materials”) shall remain the sole and exclusive property of Company. Notwithstanding Customer’s ownership of the Product, Customer shall acquire no interest in the Company Materials by virtue of this Agreement. Customer may not reproduce, modify, or distribute the Company Materials, or use them for its own benefit or for the benefit of any third party. All rights in the Company Materials not expressly granted to Customer are reserved to Company. Customer agrees to maintain in strict confidence, and not to disclose to third parties or use the Company Materials and any other information and materials provided by or on behalf of Company in connection with this Agreement.

15. INDEMNIFICATION. Customer hereby agrees to indemnify, defend, and hold harmless Company, its affiliates and its and their respective Representatives (each, an “Indemnified Party”) from and against all losses and damages, including, but not

limited to, punitive damages and all fines penalties, liabilities and obligations (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated or due or to become due), including all reasonable fees, costs and expenses (including, without limitation, reasonable expenses of investigation and litigation and reasonable attorneys', accountants' and other professional fees) relating thereto (collectively, "**Damages**"), which any Indemnified Party may incur or be liable for as a result of any claim, suit or proceeding (collectively, "**Claims**") or threatened Claims, directly or indirectly, arising out of or in any way related to (a) any breach of this Agreement by Customer, (b) any allegation of product defects, personal injury, illness, disease, death or other adverse health effects or any increased risk thereof, injury to property, negligence, or any other claim arising from or relating to the design, manufacture, sale, delivery, installation, transportation, handling, maintenance, possession or use of any Product furnished hereunder or any products that utilize the Product or (c) any allegation that any product that utilizes the Product infringes any patents applied for or issued or violate any other proprietary right.

16. HAZARDOUS MATERIALS OR SUBSTANCES. Customer represents that it has reviewed and understands the contents of Company's safety data sheet for the Product (SDS). Customer understands that the Product is a hazardous substance under various laws and regulations when handled or processed. Customer agrees to familiarize itself (without further reliance on Company) with all hazards associated with the Product, its processing and applications, and the containers in which the Product is shipped. Customer agrees to provide the SDSs to all those required by law to receive same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the SDSs or discovered or known by Customer. Customer agrees to properly handle, store, manage, dispense, and dispose of the Product in accordance with all applicable laws, rules, regulations, and guidelines, including those with respect to all wastes and residues resulting from use of the Product, including any packaging, in accordance with applicable disposal or recycling laws. Ignorance of product toxicity, of product safety hazards associated with transportation, handling or storage, or of product incompatibility with intended application by Customer, its Representatives, its successors or assignees, its customers or any other persons that come into contact with any Product that has been obtained through Company is entirely the Customer's responsibility. Customer shall indemnify any Indemnified Party against any Damages suffered or incurred thereby arising out of or in any way related to (a) Customer's use of (or disposal of) the Product or (b) Customer's failure to so inform, warn, and familiarize its Representatives, customers, and contractors about the risks and dangers associated with the Product.

17. WARNINGS. Customer agrees to pass on all warnings received from Company to purchasers of Customer's goods incorporating the Product; to inform its purchasers about all knowable risks associated with Customer's use of the Product, including those risks associated with Customer's use of the Product as a component of its own product(s); and to ensure that such information is communicated to any foreseeable end users of the Product.

18. REMEDIES OF COMPANY. Customer agrees that should Customer breach this Agreement, Company may, in its sole discretion, do any one or more of the following: (a) recover from Customer the full purchase price and other amounts then due and as they shall thereafter become due under this Agreement; (b) recover from Customer all costs and expenses incurred by Company because of Customer's breach (including reasonable attorneys' fees), and/or (c) exercise any other right or remedy that may be available to Company by law or in equity. No remedy referred to in this [Section 18](#) is intended to be exclusive, but each shall be cumulative and in addition to all other remedies available to Company. No failure by Company to require strict compliance by Customer with any provision hereof shall be deemed a waiver by Company of such provision or non-compliance.

19. FORCE MAJEURE. Failure of Company to perform hereunder shall not be considered a breach of this Agreement if such failure is caused by a Force Majeure Event. For the purposes of this Agreement, a "**Force Majeure Event**" shall mean any fire; strike; lockout; flood; accident; delay in transportation; shortage of or inability to obtain material, supplies, fuel, or labor; war; riot; acts of terrorism; acts of God; action taken on account of any acts, demands, orders, or regulations of any local, state, or federal government or any department or agency thereof, whether or not legally binding on Company; or any other contingency or event beyond Company's control.

20. ATTORNEYS' FEES. Should any dispute or litigation arise out of or in connection with this Agreement resulting from its acceptance in any form, including, but not limited to, suits filed in an attempt to collect payment, then, in the event that Company is successful, Customer shall reimburse Company for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.

21. NOTICES. Any and all notices provided for herein shall be given in writing by personal delivery or registered or certified U.S. mail, postage prepaid, email, facsimile, or by overnight air courier service, in each case sent to the respective addresses set forth below. If to Customer, the notice should be sent to the address set forth on our invoice, and if to Company, to AmeriNic, Inc., P.O. Box 123, Merry Hill, North Carolina 27957. Such notice shall be deemed given (i) at the time it is delivered personally or sent by overnight air courier services, (ii) three business days after it is mailed if mailed by registered or certified U.S. mail, postage prepaid deposited in any Post Office or branch

Post Office regularly maintained by the United States Government, or (iii) one business day after transmission by facsimile or email. Each party shall be entitled to change its address for notices by a notice given in accordance with this [Section 21](#).

22. ASSIGNMENT. This Agreement shall not be assigned by Customer without the prior written consent of Company. Customer warrants that it is purchasing the Product for its own account and not as an agent or broker.

23. LAW AND JURISDICTION. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Rather, the validity, construction, and performance of this Agreement as well as the sale of Product under this Agreement shall be governed by and construed in accordance with the Uniform Commercial Code and the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction). Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in the (a) the General District Court and Circuit Court of the Commonwealth of Virginia, Henrico County or (b) the United States District Court for the Eastern District of Virginia, Richmond Division. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and waive any objections either may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court.

24. ASSUMPTION OF RISK. Customer acknowledges and agrees that the Product has not been approved by the United States Food and Drug Administration and carries with it certain health risks which Customer alone assumes by purchasing the Product. Customer assumes all risks and liabilities resulting from the use of the Product.

25. COMPLIANCE WITH LAWS. Customer shall be responsible for processing all registrations and permits to transport the Product and shall comply, prior to transporting the Product, with all applicable laws and other requirements including but not limited to those regarding labeling, safety and usage, handling and disposal of hazardous materials, import and export of materials, and with all other applicable laws and regulations.

26. RELATIONSHIP OF THE PARTIES. Nothing herein may be construed so as to create an employer-employee, franchisor-franchisee, agency partnership, or joint venture relationship between the parties.

27. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision.

28. ENTIRE AGREEMENT. The terms set forth herein constitute the sole terms and conditions of the agreement between Customer and Company. No other terms, conditions, understanding, promises, covenants, representations, warranties, or agreements, or changes, cancellations, or suspensions of Customer's order, whether oral or written, shall be binding upon Company, unless hereafter made in writing and signed by a senior executive officer of Company.