

# Terms and Conditions associated to the sale of Products to Non-Commercial Customers

CANCER RESEARCH TECHNOLOGY LIMITED

TERMS AND CONDITIONS FOR SUPPLY OF CELL LINE

## 1. DEFINITIONS

CELL LINE means the cell line to be supplied by CANCEERTOOLS.ORG to the PURCHASER under this contract and any (i) unmodified derivatives and (ii) products, progeny, molecules or structures that are replicated, elucidated and derived from the cell line or any unmodified derivatives, including but not limited to protein, DNA or RNA sequences derived directly or indirectly from the cell lines.

CR-UK means Cancer Research UK a company registered under number 4325234 and registered charity number 1089464 and with its registered office at 2 Redman Place, London, E20 1JQ, UK.

CANCEERTOOLS.ORG means Cancer Research Technology Limited a company registered in England under number 1626039 and with its registered office at 2 Redman Place, London, E20 1JQ, UK, and its successors and assigns.

PURCHASER means the organisation or person (which shall include any organisation or a person who purchases on behalf of) who buys the CELL LINE from CANCEERTOOLS.ORG via KAC Co., Ltd..

RESEARCH PURPOSES means academic, non-commercial, experimental research purposes only and excludes any (i) research or testing involving human subjects and (ii) therapeutic or diagnostic purposes.

SOURCE means any inventor and entity set out in the 'Contributor Information' section on the applicable individual research tool product page on [Cancertools.org](http://Cancertools.org).

MODIFIED DERIVATIVES means any materials generated by the PURCHASER that contain or incorporate the CELL LINE and any progeny thereof.

## 2. CONTRACT TERMS

2.1 Orders for CELL LINE raised by the PURCHASER are subject to written acceptance by CANCEERTOOLS.ORG via KAC Co., Ltd..

2.2 Acceptance of the CELL LINE by the PURCHASER shall be deemed conclusive evidence of the PURCHASER's acceptance of the conditions of sale set out in this contract.

2.3 Unless other terms and conditions are expressly accepted by CANCEERTOOLS.ORG by means of a specific amendment hereto signed by CANCEERTOOLS.ORG, all orders and contracts for supply of CELL LINE will be on these terms and conditions to the exclusion of any other terms and conditions whether or not endorsed upon or referred to in any purchase order or otherwise.

## 3. USE OF THE CELL LINE

3.1 CELL LINE and MODIFIED DERIVATIVES shall be used solely for RESEARCH PURPOSES. The PURCHASER shall procure that all persons to whom the PURCHASER makes the CELL LINE available are made aware of and comply with these provisions.

3.2 Save for the limited right for the PURCHASER to use the CELL LINE and any MODIFIED DERIVATIVES for RESEARCH PURPOSES only (the "RESEARCH"), no licence is granted or implied under any intellectual property or other rights of CANCERTOOLS.ORG. The PURCHASER acknowledges and agrees that it has no right, title or interest whatsoever in the CELL LINE and that as between the PURCHASER and CANCERTOOLS.ORG the same shall vest or remain vested in CANCERTOOLS.ORG absolutely.

3.3 Right, title and interest in the MODIFIED DERIVATIVES shall vest in the PURCHASER, except that CANCERTOOLS.ORG or CANCERTOOLS.ORG's licensors shall retain ownership of all rights, title and interest in the CELL LINE.

3.4 Right, title and interest in the results arising from the RESEARCH shall belong to the PURCHASER.

3.5 If, as a result of its RESEARCH, the PURCHASER identifies potential commercial applications of the CELL LINE or MODIFIED DERIVATIVES, the PURCHASER will promptly inform CANCERTOOLS.ORG in writing. In the event that a MODIFIED DERIVATIVE is commercially exploited by the PURCHASER or agents acting on behalf of the PURCHASER, CANCERTOOLS.ORG shall be entitled to an equitable share of any revenues that accrue to the PURCHASER from such commercial exploitation, having regard to the significance of the contribution of CELL LINE. The Purchaser is not permitted to commercially exploit any materials or invention containing the CELL LINE without CANCERTOOLS.ORG's prior written permission.

3.6 At CANCERTOOLS.ORG's request, the PURCHASER shall discuss in good faith a worldwide, sub-licensable licence on fair and reasonable terms under all intellectual property rights in the MODIFIED DERIVATIVES for all purposes.

3.7 PURCHASER shall keep CANCERTOOLS.ORG fully informed of any published results which pertain to modifications, improvements or new uses of CELL LINE within ninety (90) days of publication.

3.8 The PURCHASER shall fully acknowledge the SOURCE of the CELL LINE (quoting the CANCERTOOLS.ORG's catalogue reference number) and ensure that accurate reference is made to the work of the original depositor, in all publications and presentations relating to the RESEARCH. CELL LINE and MODIFIED DERIVATIVES shall be used solely by the PURCHASER and those within the PURCHASER's immediate research group only who are under the PURCHASER's direct supervision. PURCHASER shall not make CELL LINE available to any persons or organisations outside of the PURCHASER's immediate research group at the time of purchase and shall ensure that CELL LINE is not taken or sent to any location other than the PURCHASER's laboratory.

3.9 The PURCHASER shall not resell or distribute the CELL LINE and the PURCHASER shall not purport to be a reseller or distributor of CELL LINE on behalf of CANCERTOOLS.ORG.

3.10 The PURCHASER shall ensure the proper and safe handling, storage and use of the CELL LINE and MODIFIED DERIVATIVES in accordance with all applicable laws and regulations.

#### 4. LIMITATIONS OF LIABILITY

4.1 CANCERTOOLS.ORG will use its reasonable endeavours to replace any CELL LINE that it is proved to the reasonable satisfaction of CANCERTOOLS.ORG to be not viable, provided that notice of such defect is given in writing to CANCERTOOLS.ORG within fourteen (14) days of receipt of the CELL LINE. If CANCERTOOLS.ORG is

unable to replace the CELL LINE within a reasonable period CANCEERTOOLS.ORG shall refund to the PURCHASER the price paid in respect of such CELL LINE and this contract shall terminate in so far as it relates to such CELL LINE. These obligations shall not however apply where:

4.1.1. the CELL LINE has been altered in any way after delivery to PURCHASER; or

4.1.2. the PURCHASER has failed to observe any storage, use or handling practices relevant to the CELL LINE commonly practiced in research laboratories; or

4.1.3. the PURCHASER has failed to notify CANCEERTOOLS.ORG of any defect or suspected defect within seven (7) working days of the same coming to the knowledge of the PURCHASER; or

4.1.4. the PURCHASER is in breach of this contract.

4.2 CELL LINE is experimental in nature and accordingly, CANCEERTOOLS.ORG makes no representations, and gives no warranty or undertaking in relation to it. CANCEERTOOLS.ORG hereby excludes any condition, warranty, stipulation or other term whether express or implied, statutory or otherwise which, but for such exclusion, would or might exist in favour of the PURCHASER. Without limiting the foregoing, CANCEERTOOLS.ORG does not give or make any representation, warranty or condition that CELL LINE is uncontaminated, safe, non-hazardous or non-toxic, or as to the testing of the CELL LINE whether for the presence or absence of pathogens or otherwise, or that the possession or use of CELL LINE will not infringe any patent or other right owned by any third party.

4.3 No data, specifications or other information issued by CANCEERTOOLS.ORG or contained in any catalogue, information sheet or other promotional material will form part of this contract nor be regarded as a warranty or representation relating to the CELL LINE. Any such information is given by way of guidance only and the PURCHASER hereby agrees that it does not in any way rely on any such description when entering this contract.

4.4 Save as provided in Clause 4.1 and except to the extent such liability cannot lawfully be excluded neither CANCEERTOOLS.ORG, CR-UK nor any other originator of the CELL LINE shall have any liability for any loss or damage of any kind whatsoever, whether direct or consequential and including without limitation any loss of profit, howsoever the same may arise under or in connection with this contract and whether in contract or caused directly or indirectly by any negligence or other tortious act of CANCEERTOOLS.ORG, CR-UK, SOURCE or any other originator of the CELL LINE in connection with or arising out of the supply, failure to supply, use, keeping or transportation of CELL LINE or in connection with any statement given or made (or advice not given or made) by or on behalf of CANCEERTOOLS.ORG or CR-UK.

## 5. INDEMNITY

5.1 The PURCHASER assumes all risks of harm, loss or damage arising directly from or in relation to the CELL LINE and/or MODIFIED DERIVATIVES after delivery or arising from or in relation to the handling, storage, use or possession of the CELL LINE and/or MODIFIED DERIVATIVES by the PURCHASER or by anyone to whom the PURCHASER or its representatives may make it available. The PURCHASER shall indemnify and hold harmless CANCEERTOOLS.ORG, CR-UK, SOURCE and any other originator of the CELL LINE, against all Claims and Losses arising from the handling, storage, use or possession of CELL LINE and/or MODIFIED DERIVATIVES by the PURCHASER or anyone to whom the PURCHASER or its representatives may make it available, including, without limitation, injury to the PURCHASER, PURCHASER's employees or third parties except for Claims and Losses to the extent arising from CANCEERTOOLS.ORG, CR-UK, SOURCE and any other originator of the CELL LINE's gross

negligence or wilful misconduct. Neither Party shall be liable under or in connection with this contract for any indirect or consequential loss or damage of any kind howsoever arising. For the purposes of this Clause, "Claims" shall include all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise) and "Losses" shall include all losses, damages, legal costs and other expenses of any nature whatsoever.

## 6. FORCE MAJEURE

6.1 CANCERTOOLS.ORG shall not be deemed to be in breach of this contract or otherwise liable to the PURCHASER for any failure or delay in performing its obligations under this contract due to any cause beyond its reasonable control, which expression shall include, without limitation, governmental action, labour disputes involving the workforce or part thereof of CANCERTOOLS.ORG or CR-UK and Act of God.

## 7. TERMINATION

7.1 Either party may terminate this contract forthwith by notice in writing if the other:

7.1.1 is in breach of this contract and, in the case of a breach capable of remedy, has failed to remedy the breach within fourteen (14) days of the receipt of a request in writing from the party not in breach to remedy the breach;

7.1.2 has a receiver, manager, administrator or administrative receiver appointed of its assets or income or part thereof or has passed a resolution for its winding-up or has a petition presented to any court for its winding-up or for an administration order.

## 8. MISCELLANEOUS

8.1 The PURCHASER shall not be entitled to assign the benefit or delegate the burden of this contract without CANCERTOOLS.ORG's prior written consent.

8.2 Nothing contained in this contract shall be construed as establishing or implying any partnership or joint venture between the PURCHASER and CANCERTOOLS.ORG and/or CR-UK.

8.3 This contract shall be governed by and construed in accordance with English law. Each party agrees that the courts of the main place of business of the defendant shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation

細胞株名 \_\_\_\_\_ Cat.no. \_\_\_\_\_

私は、株式会社ケー・エー・シーが輸入する CancerTools の細胞株の提供を受けるに当たり、上記条項に同意致します。

年 月 日

所属機関名 \_\_\_\_\_

所属部門 \_\_\_\_\_ 住所 \_\_\_\_\_

研究者名 \_\_\_\_\_ E-mail \_\_\_\_\_

電話番号 \_\_\_\_\_ FAX 番号 \_\_\_\_\_

■本同意書は細胞株ご購入毎にご提出ください。

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