

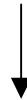
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- (3) 当社が取扱う商品・サービスの変更案内やサポート情報の提供
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テクニカルサポート・受託特注品担当にお問い合わせください。

個人情報に関するお問い合わせおよび開示・訂正・削除のお申込み先

フナコシ株式会社 総務部 個人情報相談窓口

TEL. 03-5684-1611 FAX 03-5684-1614

e-mail : privacy@funakoshi.co.jp



MicroTissues 社製品のご注文に関するお願い

MicroTissues 社（メーカー：MTS）製品を研究目的でご購入の際は、Terms and Conditions of Sale 並びに Label License（以下“使用目的確約書”）への同意が必要です。

・ 本製品をご購入される場合：

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ご購入者記入欄（日本語でご記入ください）

お名前（フリガナ）： _____

勤務先： _____

所属部署： _____

勤務先所在地： _____

Tel : _____ Fax : _____

E-mail : _____

販売店記入欄

社名： _____ 担当者名： _____

Tel : _____ Fax : _____

E-mail : _____

※ 販売店の方へ：

本確約書を通常の注文書と併せて、当社受託・特注品業務担当（Fax 03-5684-6539）へお送りください。

TERMS AND CONDITIONS OF SALE

1. **Acceptance Governing Provisions:** These General Terms and Conditions of Sale (the "Conditions") shall govern all orders for and purchases of products from MicroTissues, Inc. "MicroTissues"). In these Conditions, "we," "us," and "our" means MicroTissues, and "you" and "your" means the person, company or other legal entity that orders or buys goods from us and in each case their respective successors and/or assigns. We are shipping these goods subject to these Conditions and our offer to sell goods is expressly conditioned upon your acceptance of such Conditions. Our failure to object to provisions contained in any purchase order or other form or document from you shall neither be construed as a waiver of these Conditions nor an acceptance of any such provision. These Conditions, including all writings incorporated herein by reference, any quotation issued to you by us, and those specific terms of a purchase order or other document that are either consistent with these Conditions or expressly agreed upon by us in writing, constitute the entire contract between us relating to the subject matter hereof (the "Contract"), and supersede all prior agreements and understandings between us, whether written or oral, and any of your additional or different terms and conditions, which are hereby rejected, shall be void. In the event of a conflict, a quotation provided by us takes precedence over these Conditions, and a written contract covering the same subject matter signed by both of us takes precedence over either. If one or more of these Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Conditions shall be unimpaired, and to the maximum extent enforceable, such invalid conditions shall be construed in a manner consistent with the original intent thereof.

2. **Replacements and Refunds:** At our discretion, we may issue a product replacement or refund for the product value.

3. **Warranty; Limitation on Liability:**

3.1 Unless otherwise set forth in a warranty statement found in our current product documentation or in a specific written warranty accompanying the goods, in which case such language shall govern and control over conflicting language in these Conditions, we warrant to you, our direct customer, that our goods shall conform substantially to the description of such goods as provided in our literature accompanying the goods until their respective expiration dates (if stated), or up to twelve (12) uses as the case may be, or, 6 months from the date of your receipt of such goods, whichever is shorter. THIS WARRANTY IS EXCLUSIVE, AND WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IF WE MANUFACTURE CUSTOM GOODS FOR YOU BASED ON INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS YOU PROVIDE TO US, WE SHALL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR PURPOSE OR QUALITY OF THE GOODS TO THE EXTENT ATTRIBUTABLE TO SUCH INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS. Unless otherwise expressly stated in our quotation, we make no warranty whatsoever in regard to products furnished by third parties. Such products are subject to the warranties, if any, of their respective manufacturers to the extent they are transferable or otherwise available to our customers. Our warranty shall not be effective if we determine, in our sole discretion, that you have altered or misused the goods (including use of materials other than those specified by us in the manufacture of 3DPetriDishes™ therefrom) or have failed to use or store them in accordance with instructions furnished by us or the defects to the goods result from neglect or accident. Our sole and exclusive liability and your exclusive remedy with respect to goods proved to our satisfaction (applying analytical methods reasonably selected by us) to be defective or nonconforming shall be the replacement of such goods free of charge, upon the return of such goods in accordance with our instructions, although at our discretion we may provide a replacement or refund in accordance with Section 2 above. ANY PRODUCT NOT COVERED BY AN EXPRESS WRITTEN WARRANTY IS SOLD AND PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED.

3.2 TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL WE BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. We shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control.

3.3 IN NO EVENT WILL OUR TOTAL LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL PURCHASE PRICE PAID FOR GOODS PURCHASED BY YOU IN THE PREVIOUS TWELVE (12) MONTHS.

4. **Compliance with Laws and Regulations:** We certify that to the best of our knowledge: our goods are produced in compliance with all applicable federal, state, and local statutes, rules, regulations, ordinances, and orders, including applicable requirements of the Fair Labor Standards Act, as amended, the Occupational Safety and Health Act of 1970 and Executive Order 11246; we have a written Affirmative Action Program and annually file Standard Form 100 (EEO-1); we do not discriminate against any employee or prospective employee because of race, creed, color, national origin, sex, age or handicap, nor permit discrimination in any

form nor maintain segregated facilities for our employees; we actively pursue employment of minorities, females, handicapped, disabled veterans and veterans of the Vietnam era; and we use our best efforts to award contracts to and place purchase orders with minority business enterprises and with labor surplus area concerns and small business concerns; we expressly disclaim compliance with rules or regulations set forth by the United States Food and Drug Administration or any other successor agency.

5. Intellectual Property Rights:

5.1 We make no representation or warranty to you regarding the infringement of the claims of any patent, trademark or copyright ("Intellectual Property") of any third party, and you hereby agree and acknowledge that we shall have no liability to you with respect to any Intellectual Property Claims.

5.2 If any claim is made against us for infringement of Intellectual Property rights of any third party as a result of (i) the manufacture or sale of goods based upon instructions, specifications, or other directions provided by you, or (ii) the manufacture or sale of products made by you using our goods, you shall indemnify us, defend us and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result thereof. You shall fully cooperate with us in any investigation relating to any such claims and make available to us all related statements, reports and tests available to you.

5.3 Nothing in these Conditions shall be deemed or construed (i) as a license or grant of any Intellectual Property, whether implied, by estoppel or otherwise except to the extent expressly granted under any applicable intended use statement, limited use statement or limited label license; (ii) to limit our rights to enforce our Intellectual Property, including, without limitation, as to use of any goods beyond that granted under any Intellectual Property label license or statement applicable to the goods; (iii) as granting you any right to be supplied with goods or component thereof beyond those ordered by you and supplied by us in accordance with these Conditions; or (iv) as a license or grant of any right to you to manufacture or to have manufactured the goods.

6. Authorized Uses

6.1 Except as otherwise agreed in writing by our authorized representative, the purchase of goods only conveys to you the non-transferable right for only you to use the quantity of goods and components of goods purchased in compliance with the applicable intended use statement, limited use statement or limited label license, if any, in our catalogues or on the label or other documentation accompanying the goods (all such statements or licenses being incorporated herein by reference as if set forth herein in their entirety) for up to 12 uses or 6 months, whichever occurs first. Unless otherwise authorized, no right to resell the goods, or any portion of them, is conveyed hereunder.

6.2 Unless otherwise expressly indicated in our catalogues or on the label or other documentation accompanying the goods, the goods are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, ex vivo or in vivo therapeutic purposes, investigational use, in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals. You acknowledge that the goods (and any 3DPetriDish™ which you manufacture therewith) have not been tested by or for us for safety or efficacy, unless expressly stated in our catalogues or on the label or other documentation accompanying the goods. Without limiting the foregoing restrictions, you warrant to us that should you use or sell the goods or any products manufactured using the goods for any use other than research, you shall conduct all necessary tests, comply with all applicable regulatory requirements, issue all appropriate warnings and information to subsequent purchasers and/or users and be responsible for obtaining any required Intellectual Property rights.

6.3 You represent and warrant to us that: you will properly test, use, and, to the extent authorized, manufacture and market any goods purchased from us and any articles made from them (including, without limitation, any 3DPetriDish™ or any cell aggregates made with the 3DPetriDish™) in accordance with the practices of a reasonable person who is an expert in the field, including, but not limited to, a technically qualified individual (40 C.F.R. § 720.3(ee)), and in strict compliance with all applicable national, state, provincial, and local food, drug, device, and cosmetic and other relevant laws and regulations, now and hereinafter enacted; and any final articles manufactured from the goods shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and shall not be articles which may not, under Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

6.4 You realize that, because our goods are intended primarily for research purposes, they may not be on the Toxic Substances Control Act (TSCA) inventory. You assume responsibility to ensure that the goods purchased from us and any articles made from them (including, without limitation, any 3DPetriDish™ or any cell aggregates made with the 3DPetriDish™) are approved for use under TSCA, if applicable. Consistent with your agreement to comply with all TSCA R&D substance exemption requirements applicable to the purchase, you agree and warrant that you will comply with all requirements necessary to maintain the R&D exemption,

including using the R&D substance under the supervision of a technically qualified individual, maintaining all necessary labeling, and providing all necessary notifications. You also agree and warrant that you will use or sell (if otherwise so authorized) the R&D substance exclusively for R&D purposes or specified exempt commercial purposes. You specifically agree and warrant that you will not sell or distribute the R&D substance to consumers.

6.5 You have the responsibility to conduct any research necessary to learn the hazards involved for any of your uses of goods purchased from us and to warn your customers, employees and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the goods. You agree to comply with instructions for use of the goods furnished by us, if any, and not to misuse the goods. If the goods purchased from us are to be repackaged, relabeled or used as starting materials or components of other products, you will verify our assay of the goods, qualify the goods provided by us for such applications, and comply with all governmental requirements relating to labeling or providing other communications to customers. You acknowledge that we provide Material Safety Data Sheets (MSDS) for our products. You also agree to inform your employees of the risks, if any, involved in using or handling the goods and to train and equip them to handle the goods safely.

6.6 You acknowledge that products received from us are subject to U.S. export control laws and regulations. You represent and warrant to us that you will not, directly or indirectly, (1) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the United States, or (2) use the product for any use prohibited by the laws or regulations of the United States and/or your local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

7. Indemnity: You shall, at your own expense, indemnify us, defend us and hold us harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that we may incur as a result of any claim of negligence, breach of implied warranty, strict liability in tort, or other theory of law, by you, your officers, agents or employees, your successors and assigns, and your customers, whether direct or indirect, in connection with the use or resale of any goods sold pursuant hereto either as a standalone product or a component part or raw material of another product, or by reason of your breach of or failure to perform any of your obligations hereunder, except to the extent caused by a breach by us of the express warranty set forth in Section 6 herein. You shall notify us promptly of any incident involving goods sold pursuant hereto resulting in personal injury or damage to property, and you shall fully cooperate with us in the investigation of such incident and provide us with all related statements, reports and tests available to you.

8. Technical Assistance: Unless otherwise agreed, all technical assistance and information we provide to you regarding the goods will be provided gratis, and you assume sole responsibility for results obtained in reliance thereon. We make no warranty regarding such technical assistance or information.

9. Miscellaneous: The Contract shall be governed by and construed in accordance with the laws of the State of Rhode Island; provided however, if you are a state of the United States, a city, town or other municipality, or a public university, college or other institution chartered under the laws of a state of the United States, the law of such state or the state in which the institution is chartered, excluding in all cases choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Our exercise of any option or failure to exercise any rights hereunder shall not constitute a waiver of our rights to damages for breach of contract and shall not constitute a waiver of any subsequent failure, delay, or breach by you. We may assign our rights and/or obligations under these Conditions to any person in whole or in part.

Label License

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