

個人情報の取り扱いについて

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- (1) ご記入内容等の確認のため
- (2) 当社へのお問い合わせや資料等のご請求への対応
- (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
- (4) ご注文いただいた製品をお客様に直接お送りするため

ご記入いただいた内容等の確認のため、または製品仕様等が変更された場合、当社担当者よりご連絡もしくは訪問させていただく場合があります。

上記に同意して記入する。 上記に同意しない。



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

Systasy Bioscience 社（略称 SYS）の targetSCREENER assay kit には splitSENSOR vector が含まれています。targetSCREENER assay kit の購入の際には End User Customer Agreement for splitSENSOR vectors への同意及びご使用者の署名が必要です。

○大学・官公庁研究所（Academic）にご所属のお客様

Not-for-Profit End User Customer Agreement for splitSENSOR vectors（必ず英語の原文をご確認下さい）の規約に同意頂ける場合は、以下のご購入者記入欄に必要事項をご記入の上、販売店担当者様にお渡し下さい。当社および Systasy Bioscience 社で所属・お名前を確認の上、製品をお届けします。

○営利団体・企業（Commercial Entity）ご所属のお客様

ご購入後 **2年間** を越えて本製品を使用される場合、Systasy Bioscience 社と別途ライセンス契約が必要です。Commercial End User Customer Agreement for splitSENSOR vectors（必ず英語の原文をご確認下さい）の規約に同意頂ける場合は、以下のご購入者記入欄および Commercial End User Customer Agreement for splitSENSOR vectors の3ページ目（こちらは英語でご記入下さい）に必要事項をご記入・ご署名の上、販売担当者様にお渡し下さい。当社および Systasy Bioscience 社で確認のうえ、製品をお届けいたします。

※ご購入から **2年間** を超えて本製品を使用されるかどうか、Systasy Bioscience 社より直接ご連絡させていただきますので、あらかじめご了承ください。

Systasy Bioscience 社とのライセンス契約に関しては、下記にお問い合わせ下さい。

担当者 Dr. Sven Wichert E-mail: wichert@systasy.de

ご購入者記入欄（日本語でご記入下さい）

お名前（フリガナ）： _____
 ご所属・部署名： _____
 所在地： _____
 TEL： _____ FAX： _____
 E-mail： _____
 日付： _____

販売店記入欄

社名： _____
 担当者名： _____
 TEL： _____ FAX： _____
 E-mail： _____

※販売店ご担当者様へ

本使用者確約書（ご購入者が営利団体・企業に所属の場合は7ページ目も必要です）を通常の注文書と合わせて、当社受託・特注品業務担当（Fax 03-5684-6539）へお送り下さい。

Special Notice

Attached to this order confirmation is an end-user license agreement for the splitSENSOR Technology from Systasy Bioscience GmbH. Please forward this to the appropriate end-user for their internal records. By accepting the attached Sales Order Confirmation, the customer agrees to the terms and conditions contained in the attached Customer Agreement.

For any questions regarding this customer agreement, please contact Dr. Sven Wichert, at wichert@systasy.de.

Not-for-Profit End User Customer Agreement for splitSENSOR Vectors

The terms and conditions set forth below are in addition to the terms and conditions of sale published in the catalogue of Systasy Bioscience GmbH ("Systasy"). The terms and conditions set forth below and the terms and conditions of sale published in Systasy's catalogue shall hereafter collectively be referred to as the "Terms of Sale." Customer shall accept the Terms of Sale by submitting an executed copy of this document together with Customer's valid purchase order. Customer's purchase order shall not be binding on Systasy until the Terms of Sale has been accepted by Systasy. Customer agrees that no term or condition in Customer's purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer's purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows.

1. Systasy maintains ownership of the splitSENSOR vectors. Customer agrees to the following terms and conditions of use with respect to each of the splitSENSOR vectors ordered by Customer.

a. Systasy grants Customer a limited license to use the vectors being purchased subject to the Terms of Sale.

b. splitSENSOR vectors and any biological material derived therefrom are collectively referred to as "Materials." Materials may be used by Customer, its Affiliates and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Methods using the Materials are covered by EU Patent EP01 74 3880.1. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Systasy Bioscience GmbH at the Customer's expense.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer that includes at least the following conditions. A "Contract Service Provider" means an entity that performs fee-for-service contract research services for the benefit of Customer. A "Collaborator" means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement.

d. Each agreement with a Contract Service Provider shall (i) permit the use of Licensed Products by such Contract Service Provider solely for the internal research and discovery purposes of such Licensed Customer; (ii) acknowledge that methods of using Materials are covered by patent rights in EU Patent EP01 74 3880.1; (iii) assign all right, title, and interest in and to any data, information, discoveries, or intellectual property rights resulting from or developed by the use of Materials by such Contract Service Provider to the Licensed Customer; (iv) prohibit the sale or transfer of such Materials by such Contract Service Provider to any third party; (v) obligate such Contract Service Provider to return to the Licensed Customer or destroy such Materials upon the completion of its services for such Licensed Customer; and.

e. Each agreement with a Collaborator shall: (i) permit the use of Materials by such Collaborator solely for the research and discovery purposes of Licensed Customer; (ii) acknowledges that methods of using the Materials are covered by patent rights in EU Patent EP01 74 3880.1; (iii) assigns all right, title, and interest right in and to any data, information, discoveries, and intellectual property to such Licensed Customer, or, alternatively, grants such Licensed Customer an exclusive option to obtain an exclusive license to intellectual property rights resulting from or developed by the Collaborator through the use of Materials;

(iv) prohibits the sale or transfer of such Materials by such Collaborator to any third party; (v) obligates such Collaborator to return to the Licensed Customer or destroy such Materials upon the completion of its collaborative research with such Licensed Customer; (vi) prohibits the derivatization, cloning, or modification of Materials.

2. SPLITSENSOR VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. SYSTASY HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SYSTASY MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. SYSTASY SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Licensed Products have been exhausted.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to Systasy's reasonable satisfaction within thirty (30) days after default, Systasy may terminate this Agreement at its option.

Special Notice

In order to process your order for the splitSENSOR Technology from Systasy Bioscience GmbH, the signature of an authorized representative is required on the attached customer agreement.

Please note that for all commercial customers, this customer agreement provides a limited use license valid for 2 years only. After that time, if a customer at a commercial entity wishes to continue using the technology, it will be necessary to acquire a use license from Systasy Bioscience GmbH.

For questions regarding this customer agreement, please contact Dr. Sven Wichert, at wichert@systasy.de.

To proceed with your order, please sign this customer agreement and fax (+49 89 – 440055853) or e-mail (wehr@systasy.de) it back.

Attention: Dr. Michael Wehr

Commercial End User Customer Agreement for splitSENSOR Vectors

The terms and conditions set forth below are in addition to the terms and conditions of sale published in the catalogue of Systasy Bioscience GmbH ("SYSTASY"). The terms and conditions set forth below and the terms and conditions of sale published in SYSTASY's catalogue shall hereafter collectively be referred to as the "Terms of Sale." Customer shall accept the Terms of Sale by submitting an executed copy of this document together with Customer's valid purchase order. Customer's purchase order shall not be binding on SYSTASY until the Terms of Sale has been accepted by SYSTASY. Customer agrees that no term or condition in Customer's purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer's purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows.

1. SYSTASY maintains ownership of the splitSENSOR vectors. Customer agrees to the following terms and conditions of use with respect to each of the splitSENSOR vectors ordered by Customer.

a. SYSTASY grants Customer a limited license to use the vectors being purchased subject to the Terms of Sale.

b. splitSENSOR vectors and any biological material derived therefrom are collectively referred to as "Materials." Materials may be used by Customer, its Affiliates and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Methods using the Materials are covered by EU Patent EP01 74 3880.1. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to SYSTASY at the Customer's expense.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer that includes at least the following conditions. A "Contract Service Provider" means an entity that performs fee-for-service contract research services for the benefit of Customer. A "Collaborator" means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement.

d. Each agreement with a Contract Service Provider shall (i) permit the use of Licensed Products by such Contract Service Provider solely for the internal research and discovery purposes of such Licensed Customer; (ii) acknowledge that methods of using Materials are covered by patent rights in EU Patent EP01 74 3880.1; (iii) assign all right, title, and interest in and to any data, information, discoveries, or intellectual property rights resulting from or developed by the use of Materials by such Contract Service Provider to the Licensed Customer; (iv) prohibit the sale or transfer of such Materials by such Contract Service Provider to any third party; (v) obligate such Contract Service Provider to return to the Licensed Customer or destroy such Materials upon the completion of its services for such Licensed Customer.

e. Each agreement with a Collaborator shall: (i) permit the use of Materials by such Collaborator solely for the research and discovery purposes of Licensed Customer; (ii) acknowledges that methods of using the Materials are covered by patent rights in EU Patent EP01 74 3880.1; (iii) assigns all right, title, and interest right in and to any data, information, discoveries, and intellectual property to such Licensed Customer, or, alternatively, grants such Licensed Customer an exclusive option to obtain an exclusive license to intellectual property rights resulting from or developed by the Collaborator through the use of Materials;

(iv) prohibits the sale or transfer of such Materials by such Collaborator to any third party; (v) obligates such Collaborator to return to the Licensed Customer or destroy such Materials upon the completion of its collaborative research with such Licensed Customer; (vi) prohibits the derivatization, cloning, or modification of Materials.

f. Customer acknowledges and agrees that SYSTASY may be informed of Materials supplied to Customer.

2. SPLITSENSOR VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. SYSTASY HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SYSTASY MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. SYSTASY SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after two (2) years from the date of execution.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to SYSTASY's reasonable satisfaction within thirty (30) days after default, SYSTASY may terminate this Agreement at its option.

IN WITNESS WHEREOF, Customer has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.

Accepted by CUSTOMER By:

Print Name & Title : _____

Print Customer Name : _____

Company Name : _____

Company Address : _____

Zip Code : _____

Email : _____

TEL : _____

Date : _____

Accepted by SYSTASY By:

Name: _____

Title: _____

Date: _____