

お客様 各位

コスモ・バイオ株式会社 営業部

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## CellResearch Corporation 社 初代培養細胞のご注文方法について

この度は弊社取り扱いの CellResearch Corporation 社 初代培養細胞にご興味を頂き、誠にありがとうございます。

本品は、購入前に" Material Transfer Agreement (MTA) " にご署名頂く必要がございます。

MTA(2 ページ目から 5 ページ目まで)をよく読んでいただき、内容に関してご了解頂けましたら下記ご注文方法に従い、必要事項のご記入およびご署名頂ければ幸いです。

### 記

#### 【ご注文方法】

- ①MTA にご署名下さい。次ページから 4 枚にわたる書式が MTA となっています。十分にお読みの上、MTA1 ページ目 [       ] 欄に品番を、MTA 最終ページにお客様の情報をご記入し、署名欄にご署名下さい。
- ②弊社取り扱い代理店へご注文いただく際に MTA (全4 枚) をお渡し下さい。

他、ご不明の点がありましたら、弊社営業部までお問合せ下さい。

以上

#### <個人情報の利用目的>

- ・製品やサービスの内容を、より充実したものにするため
- ・展示会、セミナーなどのイベントのご案内をお届けするため
- ・お客様から請求のあった資料などをお届けするため
- ・新しいサービスや製品などの情報をお知らせするため

詳細は弊社ホームページ上の個人情報保護方針（<http://www.cosmobio.co.jp/login/privacy.asp>）をご覧ください。

**APPENDIX I**

**MATERIAL TRANSFER AGREEMENT**

**MATERIAL TRANSFER AGREEMENT (“MTA”)**

**IMPORTANT! PLEASE READ CAREFULLY. THIS IS A CONTRACT.**

This MTA is between you (“Purchaser” or “you” or “your”) and Cosmo Bio Co., Ltd (“Cosmo Bio” or “we” or “us”) in relation to the supply of the materials described in your order(s) dated [ ] (“Material”).

Cosmo Bio is a distributor of Products supplied by CellResearch Corporation Pte Ltd (‘CellResearch’). While this MTA constitutes a contract between Cosmo Bio and you, the Material will be delivered to you directly by CellResearch or Cosmo Bio depending on the shipment form of the Material ordered by you

By accepting the Material you are agreeing in good faith to the following terms. If you are unable to agree to these terms, you must immediately return the Material along with all copies and replicas thereof.

**SCOPE OF USE**

You may make and use the Material provided to you by CellResearch and all replicates and derivatives for research purposes in your laboratory only. The Material is not intended for use in humans. Purchaser agrees that Material designated as biosafety class 2 constitutes known pathogens and that other Material not so designated and replicates or derivatives may be pathogenic under certain conditions. Purchaser assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the Material including without limitation making all appropriate safety and handling precautions to minimise health or environmental risk, Purchaser agrees that any activity undertaken with the Material and replicates or derivatives will be conducted in compliance with all applicable guidelines, laws and regulations.

The Material is not to be used for diagnostic or therapeutic purposes.

The Purchaser shall not distribute, sell, lend or otherwise transfer the Material or Replicates for any reason. Any commercial use of the Material, Replicates, and Derivatives is prohibited without CellResearch’s prior written authorisation.

“Replicate” means any biological or chemical material that represents a substantially unmodified copy of the Material, such as Material produced by growth of cells or microorganisms or amplification of Material. “Derivative” means material created from the Material that is substantially modified to have new properties, such as recombinant DNA clones made using a vector purchased from or supplied by CellResearch.

## WARRANTY: WARRANTY DISCLAIMER

Cosmo Bio warrants that the Material if stored, handled and treated properly shall be viable upon shipment for a period of fourteen (14) days (“Warranty Period”). The exclusive remedy for breach of this warranty is the replacement of the Material. To obtain the exclusive remedy, Purchaser must report the lack of viability to Cosmo Bio within the Warranty Period. Any expiration date specified on the Material shipment documentation states the expected remaining useful life, but does not constitute a warranty or extend any applicable warranty period. EXCEPT AS EXPRESSLY PROVIDED ABOVE, the Material and any technical information and assistance provided by CellResearch and/or Cosmo Bio are provided as-is, without warranties of any kind, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, typicality, safety, accuracy and non-infringement.

Any Material delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties.

## COMPLIANCE WITH LAWS

Purchaser is solely responsible for compliance with all applicable foreign and domestic, federal, state and local statutes, ordinances and regulations and guidelines including without limitation any regulations or guidelines pertaining to research with humans, or animals, or with recombinant DNA. Without limiting the generality of the foregoing, any shipment of the Material to Japan must comply with all applicable Japanese laws, including Japanese import control laws and related regulations.

## INDEMNIFICATION

Purchaser hereby agrees to indemnify, defend and hold harmless CellResearch and Cosmo Bio and their directors, officers, employees, consultants and agents against all third party claims, losses, expenses and damages (including reasonable attorneys’ fees) arising out of or relating to the use, receipt, handling, storage, transfer, disposal and other activities relating to the Material, Replicates or Derivatives.

## LIMITATION OF LIABILITY

In no event will CellResearch and/or Cosmo Bio or any of their directors, officers, employees, consultants and agents be liable for any indirect, special incidentals or consequential damages of any kind in connection with or arising out of the MTA, Materials, Replicates or Derivatives (whether in contract, tort, negligence, strict liability, statute or otherwise) even if CellResearch and/or Cosmo Bio has been advised of the possibility of such damages, in no event shall CellResearch’s and/or Cosmo Bio’s cumulative liability exceed the fees paid by Purchaser under this MTA for the twelve (12) month period preceding the date of the event giving rise to the claim. Purchaser agrees that the limitations of liability set forth in this Agreement shall apply even if a limited remedy provided hereunder fails of its essential purpose.

## INTELLECTUAL PROPERTY: IDENTIFICATION

CellResearch and Cosmo Bio shall not claim ownership of any rights on Derivatives and all data, information, inventions, reports and any other results (“Results”) derived from the use of the Material, Replicates and Derivatives. Purchaser shall have ownership of any rights on the Results including any intellectual property rights. The Material, Replicates and Derivatives are subject to the restrictions noted in the “Scope of Use” section above. Purchaser agrees to acknowledge CellResearch and any contributor indicated by CellResearch as the source of the Material in all publications and patent applications that reference the Material. If required by the contributor of the Material, CellResearch may inform the contributor of Purchaser’s identity.

## PAYMENT; TAXES; SHIPPING

The price to be paid for the supply of the Material relates to the processing and administration of the Material and/or the collection, compilation and provision of data in respect of the Material. A processing fee will be charged for the storage, transport and handling of the Material, irrespective of quantity of Material per order, to a single location.

Cosmo Bio will ensure that the Material is packaged for despatch in accordance with applicable air-freight/despatch laws and regulations and that all permits required for Purchaser to receive its order are obtained. A processing fee will be charged if special processing or packaging is necessary. All Materials are despatched, freight prepaid via carrier or courier of our choice and added to your invoice. If the Material is lost or damaged during shipment, Cosmo Bio will replace such Material at no additional charge, provided that you have reported lost or damaged shipments to the applicable carrier and notified Cosmo Bio promptly upon discovery thereof.

## MISCELLANEOUS

This Agreement shall be governed by the laws of the Republic of Singapore, without reference to its choice of law rules. Purchaser may not assign or otherwise transfer this Agreement or any rights or obligations under this Agreement, whether by operation of law or otherwise. Any attempted assignment or transfer will be void and of no force or effect. This MTA and all documents incorporated herein by reference constitute the entire agreement between Cosmo Bio and Purchaser with respect to the Material and supersede all previous agreements or representations.

## **CONTACT DETAILS OF CELLRESEARCH**

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## CONTACT DETAILS OF COSMO BIO CO., LTD

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Koto-Ku, Tokyo 135-0016, Japan

Agreed to and accepted,

Company name :  
Title :  
Name :

Signature : \_\_\_\_\_  
Email :  
Telephone :  
Fax :  
Address :