



HUMAN PRODUCTS FOR IN VITRO LABORATORY RESEARCH USE

TERMS AND CONDITIONS OF SALE

In exchange for Comprehensive Cell Solutions (“CCS”), an operating division of the New York Blood Center, Inc. (“NYBC”), supplying Customer with the Products set forth in **Schedule A**, Customer agrees to the following terms and conditions of sale.

CCS shall invoice Customer for the total cost of all Products, as well as all shipping and transportation fees. Products shall be delivered to Customer F.O.B. CCS point of shipment. Customer shall pay all invoices within thirty (30) days of the invoice date. In the case of delayed payment by Customer, CCS may charge interest on all amounts due and unpaid at the maximum rate permitted by applicable law from the due date until payment is received.

Customer is aware that the Products distributed by CCS are collected from volunteer donors who understand that their blood may be used for biomedical research purposes.

Customer represents and warrants that it will use the Products for in vitro laboratory research ONLY, in accordance with a valid research protocol, and after having obtained all necessary IRB approvals. Customer represents and warrants that it will not use the Products for transfusion into humans or for further manufacturing or for any commercial purpose.

CCS reserves the right to deny shipment if it has reason to believe that the Products will be used for any purpose other than those set forth herein.

Other than positive infectious disease test results of the donation and gender/age/race (if applicable and requested), no other information about the donor will be available to Customer now or in the future.

Customer will not share laboratory or other research results obtained on these Products with CCS.

Customer agrees to use the Products in compliance with all applicable statutes, regulations and guidance.

Customer understands that it shall handle all Products according to the “Universal Precautions” prescribed by the Centers for Disease Control and Prevention, even if a Product has tested negative on routine donor screening. Customer shall dispose of all Products in accordance with applicable Federal, State and local laws.

Customer understands, acknowledges and agrees that NYBC makes no representation and extends no warranties of any kind, either express or implied, with regard to any Product. There are no express or implied warranties of merchantability, safety or fitness for a particular purpose, or that the use of the Products will not infringe any patent, copyright, trademark or other proprietary right. Customer assumes all liability for damages that may arise from the use, storage or disposal of the Products, and shall indemnify, defend and hold harmless NYBC with respect to any claim, loss or demand made by or against Customer by any other party related to or arising from the Products or Customer’s use thereof, except to the extent permitted by law when caused by the gross negligence or willful misconduct of NYBC.

These Terms and Conditions of Sale shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions.

In Witness Whereof, the parties named below have caused these Terms and Conditions of Sale to be executed by their respective duly authorized representatives.

«CUSTOMER NAME»

NEW YORK BLOOD CENTER, INC.

By:	By:
Name:	Name:
Title:	Title:
Date:	Date: