

BD Biosciences
Discovery Labware
6 Henshaw Street
Woburn, MA 01801
Tel: 781.935.5115
Fax: 781.938.8644
bdbiosciences.com



Office Use only:

Agreement # _____

Account Name _____

Application to purchase **BD Gentest™** Fresh or Cryopreserved Human Hepatocyte Products

It is our goal to provide the research community with the highest quality hepatocyte products possible, despite the wide variation in human liver tissue that we receive from our suppliers. To help us supply you with materials as quickly as possible, we ask that you fill out and return this APPLICATION TO PURCHASE PRODUCTS along with the attached SHIPMENT PRE-QUALIFICATION FORM. Submission of these forms will register you into our system for immediate contact as soon as we are ready to ship a lot of human hepatocytes. Pre-qualification will also allow us to make sure that the format you need is available, from donors that meet your selection criteria.

Name of "APPLICANT" (Institution) _____
Contact Person _____ Department _____
Address _____
City _____ State/Country _____
Zip Code _____ Email _____
Phone Number _____ Fax Number _____

This Agreement made this _____ day of _____, (year) _____, by and between APPLICANT and Becton, Dickinson and Company, through the BD Biosciences - Discovery Labware unit ("BD Gentest™") of its BD Biosciences business.

Whereas BD Biosciences processes and distributes human hepatocytes ("hepatocytes") for the advancement of biomedical research and development for the improvement of human health; and

Whereas APPLICANT desires BD Biosciences' services in obtaining hepatocytes for the advancement of biomedical research and development for the improvement of human health;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. During the term of this Agreement, and pursuant to the terms and conditions hereinafter set forth, BD Biosciences agrees to use its efforts to supply APPLICANT with hepatocytes as requested in the attached "SHIPMENT REQUEST & DONOR SELECTION CRITERIA" form. BD Biosciences will use its reasonable efforts to provide suitable hepatocyte materials for APPLICANT's requirements and in the amounts requested.

2. APPLICANT understands that receipt of human livers by BD Biosciences may occur at unpredictable times and that supply of hepatocytes is governed by receipt of sufficient quantities of human livers on behalf of BD Biosciences. BD Biosciences agrees to contact APPLICANT upon receipt of human livers as specified in the attached "SHIPMENT REQUEST & DONOR SELECTION CRITERIA" form.

APPLICANT may refuse shipment by giving notice to BD Biosciences within 24 hours using either the email address hepatocytes_gentest@bd.com, or by FAX or phone number, as listed above.

PLEASE NOTE: BD Biosciences will NOT ship Fresh Hepatocytes to customers (regardless of standing orders) unless we get confirmation orally or by email that the end-user (or designate) will be present to accept the shipment.

3. APPLICANT agrees to pay BD Biosciences for all hepatocytes, including shipping and handling costs, as published in BD Gentest Price Lists. Prices are subject to change without notice. Payment is due within 30 days of receipt of invoice. All prices and terms of shipment are FOB Woburn, MA. Taxes imposed on the sale of any product will be added to the price.
4. APPLICANT may change its order at any time by giving BD Biosciences notice 24 hours prior to shipment using the email (hepatocytes_gentest@bd.com), FAX (781.938.8644) or phone (781.935.5115).
5. APPLICANT or BD Biosciences may cancel this agreement at any time with 24 hours notice by notifying the other using the FAX, email or phone information above.
6. APPLICANT agrees that all hepatocytes provided under this agreement are **FOR RESEARCH USE ONLY, NOT INTENDED FOR USE IN THERAPEUTIC OR DIAGNOSTIC PROCEDURES.**
7. APPLICANT's employees, representatives and agents shall handle human hepatocytes (derived from human tissue) obtained under this agreement using universal precautions, as mandated by the U.S. Occupational Safety and Health Administration Bloodborne Pathogens Final Standard.
8. APPLICANT shall dispose of human hepatocytes in compliance with local, state and federal regulations. APPLICANT assumes all responsibility for hepatocytes transferred by APPLICANT to any third party in violation hereof. In addition, APPLICANT shall store, transport and use hepatocytes in compliance with all applicable laws and regulations. APPLICANT has in place, and will maintain at all times during which it possesses hepatocytes obtained from BD Biosciences, an Ethical Compliance Policy addressing the proper care and handling of materials derived from the human body and will treat all hepatocyte products with respect and dignity.
9. BD Biosciences warrants that all human hepatocytes are made from liver tissues obtained with the appropriate informed consent of donor or donor's next-of-kin, in compliance with the Uniform Anatomical Gift Act (UAGA) and all other local, state and federal laws and regulations governing the recovery and distribution of human tissue. BD Biosciences shall maintain accurate records of donor medical and social history, tissue procurement, and infectious disease screening of serum. Such information will be made available to APPLICANT in a way that protects donor confidentiality. All positive results of infectious disease tissue screening will be provided to APPLICANT upon receipt by BD Biosciences. Due to the need to use fresh Hepatocytes as soon as possible, these results will not be available at time of Hepatocyte shipment. Documentation of negative results of infectious disease tissue screening will be provided by BD Biosciences upon APPLICANT'S request.
10. BD Biosciences warrants that its hepatocytes shall conform to the description of such products as provided by BD Biosciences through its catalog, analytical data or other literature. **THIS WARRANTY IS EXCLUSIVE, AND BD BIOSCIENCES MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** BD Biosciences' warranties made in connection with any sale shall not be effective if BD Biosciences has determined, in its sole discretion, that APPLICANT has misused the hepatocytes in any manner, has failed to use the hepatocytes in accordance with industry standards and practices, or has failed to use the hepatocytes in accordance with instructions, if any, furnished by BD Biosciences. BD Biosciences' sole and exclusive liability, and APPLICANT's exclusive remedy, with respect to hepatocyte products proved to BD Biosciences' satisfaction to be defective or non-conforming shall be replacement of such products without charge. **BD BIOSCIENCES SHALL NOT IN ANY EVENT BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF BD BIOSCIENCES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF APPLICANT OR OTHER USE. BD BIOSCIENCES SHALL NOT IN ANY EVENT BE LIABLE FOR ANY LIABILITY OF APPLICANT TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE, UNLESS CAUSED BY BD BIOSCIENCES' GROSS NEGLIGENCE.** All claims must be brought within one (1) year of shipment, regardless of their nature. The liability of BD Biosciences with respect to any sale of hepatocytes to Applicant shall be limited to the amount paid by Applicant for such product.
11. In the event any purchase order or other form of Applicant contains terms which conflict with the

terms of this Agreement, the terms of this Agreement shall control. This Agreement shall govern all orders for hepatocytes which may be ordered by Applicant, whether pursuant to a standing, blanket or individual purchase orders.

Accepted this _____ day of _____, (year _____)

Name _____

Title _____

A Signed Agreement is required for ordering either BD Gentest™ Fresh or Cryopreserved Human Hepatocytes. Once we have your signed agreement on file, you will be contacted whenever a human liver is available for processing into fresh plated or vialled hepatocytes. Once we have this agreement on file, you may order BD Gentest™ Cryopreserved Human Hepatocytes at any time by calling our Customer Services Group at **877.232.8995** and placing an order.

For the latest information regarding available donors, see our web site at:

<http://www.bdbiosciences.com/cryohumanhepatocytes>

Note to European Customers: You will receive BD Gentest™ Human Hepatocyte Products shipped directly by air courier from our facility in Woburn, MA (USA). Payment and invoicing, however, will be handled through your local BD Biosciences country office.

SHIPMENT REQUEST & DONOR SELECTION CRITERIA

Thank you for your continuing order for BD Gentest™ Fresh Human Hepatocytes. To process your orders efficiently, please fill out the requested information below. This will allow us to contact you efficiently when we are able to ship your next order. Once we contact you, please respond within 24 hours to let us know whether you want to accept shipment and what quantities and formats you need. We will ship the STANDING ORDER you specify below upon hearing from you within 24 hours after our attempt to contact you. You may change or cancel your STANDING ORDER or contact information at anytime (>24 hours prior to shipment) by sending us an email message at hepatocytes_gentest@bd.com or calling our Technical Support Group at **978.901.7389**. BD Gentest™ Cryopreserved Human Hepatocytes may be ordered at any time by calling our Customer Support Group at **877.232.8995**. For the latest information regarding available donors, see our web site at: <http://www.bdbiosciences.com/cryohumanhepatocytes>

CONTACT INFORMATION:

Name _____
Title _____ Institution _____
Department _____
Address _____
City _____ State/Zip Code _____
Email address _____ Fax # _____
Phone number(s) where you can be reached (lab) _____ (office) _____
Cell Phone Number _____ Pager # _____

PLEASE NOTE: BD Biosciences will NOT ship Fresh Hepatocytes to customers (regardless of standing orders) unless we get confirmation orally or by email that the end-user (or designate) will be present to accept the shipment.

HOW DO YOU WANT TO BE CONTACTED? (email, cell phone, pager, etc., give both primary and secondary choices) 1 o 2 o

During your business hours? _____
Weekday nights? _____
Weekends /Holidays? _____
Secondary name & phone number to contact _____
Are there any days of the week that you **will not** accept delivery of orders? _____
Specify your time zone: _____ Special comments: _____

BILLING ADDRESS (European customers will be billed through their local BD Biosciences Sales Office)

Name _____ Title _____
Institution _____
Department _____
Address _____
City _____ State/Zip Code _____
Email address _____ Fax Number _____

SHIPPING ADDRESS

Name _____ Title _____
Institution _____ Department _____
Building/Room _____
Address _____
City _____ State/Zip Code _____
Phone number of contact person _____

NOTE: You are not required to place a standing order. If you prefer to be contacted whenever a fresh liver is available, please fill out the form and leave the following purchase order information blank. You will still be contacted whenever a liver becomes available, but we cannot guarantee that the format you need will be available once you call us with your order.

Form of Payment: Blanket purchase order # _____
 Standing purchase order # _____
 Individual purchase order # _____

For added convenience, we also accept AMEX, MasterCard and VISA (US accounts only).
 Credit Card # _____ Exp. Date _____
 Cardholder Name _____
 Institution _____

Formats used

Type of plate	Catalog #	Quantity	Type of flask	Catalog #	Quantity
6-well	454406		T-25	454415	
12-well	454412		T-75	454475	
24-well	454424		Custom format describe below T-	454400	
96-well	454496		T-	454400	

(fill in other desired custom sizes)

Special Requests:

Note: All plates and flasks are shipped with BD BioCoat™ Collagen I coatings. BD Matrigel™ coatings are available by special request.

Donor Restrictions:

Race _____ Age _____
 Drug Abuse _____ Cause of death _____
 Medication Restrictions: _____
 Other Restrictions: _____

Please mail completed APPLICATIONS to:

BD Biosciences - Discovery Labware
ATTN: HEPATOCYTES
 6 Henshaw Street
 Woburn, MA 01801

Please fax completed APPLICATIONS to:

781.938.8644
ATTN: HEPATOCYTES

Thank you.