

**human Biomaterial FOR LABORATORY USE**

**TERMS AND CONDITIONS OF SALE**

In exchange for New York Blood Center, Inc. (“NYBC”), supplying Customer with the Biomaterial set forth in **Schedule A**, Customer agrees to the following terms and conditions of sale.

NYBC shall invoice Customer for the total cost of all Biomaterial, as well as all shipping and transportation fees. Biomaterial shall be delivered to Customer F.O.B. NYBC point of shipment. Customer shall pay all invoices within thirty (30) days of the invoice date. In the case of delayed payment by Customer, NYBC 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 Biomaterial distributed by NYBC is collected from volunteer donors who understand that their blood may be used for a variety of purposes at the discretion of NYBC.

Biomaterials manufactured under cGMP conditions are indicated as such in **Schedule A**.

The Biomaterial is not intended to be used as transfusion products.

**Customer represents and warrants that it will not use the Biomaterial for transfusion into humans.**

Customer agrees that it will not perform whole genome sequencing or mapping on the Biomaterial. Customer will not attempt to reidentify the source of the Biomaterial using genetic testing. Customer will not use the Biomaterial to establish immortalized cell lines, including Induced Pluripotent Stem Cell (“IPSC”) lines. Customer agrees that it shall ensure that any entity to which it may transfer the Biomaterial, or a derivative thereof, agrees in writing to these same restrictions.

NYBC reserves the right to deny shipment if it has reason to believe that the Biomaterial will be used in any manner contrary to that set forth herein.

Other than infectious disease test results, and product specifications as agreed to in advance, no other information about the donors will be available to Customer now or in the future.

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

Customer understands that it shall handle all Biomaterial according to the “Universal Precautions” prescribed by the Centers for Disease Control and Prevention, even if Biomaterial has tested negative on routine donor screening. Customer shall dispose of the Biomaterial 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 Biomaterial. There are no express or implied warranties of merchantability, safety or fitness for a particular purpose, or that the use of the Biomaterial 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 Biomaterial, 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 Biomaterial 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.

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| --- | --- |
| **«CUSTOMER NAME»** | **NEW YORK BLOOD CENTER, INC.** |
|  |  |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

**SCHEDULE A**

BIOMATERIAL AND SERVICES DESCRIPTION

AND

FEE SCHEDULE

[WHEN COMPLETING FEE SCHEDULE, INDICATE WHICH BIOMATERIALS ARE MANUFACTURED UNDER cGMP CONDITIONS]