



biolistic purchase/demonstration agreement

Prompt return of this agreement will speed the processing of your order.

Please read the general terms and conditions overleaf and sign below to accept them.

Bio-Rad is required to receive and retain a copy of this agreement before the instrument can ship. **Please fax or mail the signed copy to this address.**

US/International Expediting
Bio-Rad Laboratories, Inc.
825 Alfred Nobel Drive
Hercules, CA 94547 USA
Fax (510) 741-5885 Tel (510) 741-1000

To Be Completed by Purchaser

Contact name

Department

Company/institute

City, State, Postal code, Country

Tel # _____ Fax # _____

E-mail

Acceptance of Terms and Conditions

On behalf of the institution or company or other entity noted, I hereby accept the terms and conditions of this purchase agreement as detailed overleaf and on this page. I have read and fully understood the terms and conditions on the reverse side of this form.

Authorized purchaser signature _____ Date

Title and printed or typed name

Additional Information Requested

Please mark anticipated applications of this equipment:

Plant genetic modification Mammalian genetic modification

Other genetic modification DNA based immunization

Other applications (please describe)

To Be Completed by Bio-Rad

Customer purchase order #

Subsidiary name and purchase order #

Catalog # Helios gene gun

PDS-1000/He system

Type of sale

New sale/extended demonstration

Lease conversion to sale

Demonstration

Acceptance and Release of Order

Signed for on behalf of Bio-Rad Laboratories, Inc.

Title and printed or typed name _____ Date

Serial # of equipment

Notes:

Biolistic technology is covered by patent and is owned by E. I. du Pont de Nemours and Co. The technology is exclusively licensed to Bio-Rad Laboratories, Inc. for research use. Helios is a trademark of Bio-Rad Laboratories, Inc.



general terms and conditions

Please read these terms and conditions and sign overleaf to accept them.

The sale by Bio-Rad Laboratories, Inc. of a biolistic device (the PDS-1000/He or the Helios® gene gun) is for **research use only**. Research purposes include investigation and experimentation aimed at the discovery and interpretation of factual information, and do not include commercial use as defined below. Any transfer, donation, loan, lease, or assignment of this biolistic device, or of the research license granted hereunder is prohibited. This agreement is also binding for full demonstration of biolistic devices.

Under this agreement, commercial use of the patented biolistic process or devices without a written license from Chiron Vaccines for mammalian applications, or E. I. du Pont de Nemours and Co. for all other fields, may constitute infringement of one or more patents. Commercial use under this agreement includes the production, use, or transfer for consideration of this biolistic device, or the process of using this device to produce commercial products and includes any resultant biological materials and progeny.

If the customer wishes to use the biolistic device or process for commercial use, the customer should contact the following:

For mammalian applications

Mr. Chris J. Baron
Head of Business Development
Chiron Vaccines
Florey House
Robert Robinson Avenue
Oxford Science Park
Oxford OX4 4GA
United Kingdom
Tel: +44 (0)1865 782800
E-mail: Chris_Baron@chiron.com

For all other applications

Dr. Robert Giaquinta
E. I. du Pont de Nemours and Co.
P.O. Box 80402
Wilmington, DE 19880-0402
USA
Tel: 1-302-695-8096
E-mail: Robert.t.giaquinta@usa.dupont.com

No license can be granted for indoor or outdoor ornamental or landscaping plants.

This instrument is not approved by the manufacturer or any government body for human or clinical veterinary mammalian use.

Both Bio-Rad and the Purchaser accept that a faxed copy of this agreement, containing the required signatures, constitutes a formal agreement.