

**ORDER FORM:**

Please complete this form and send the original to ImpactVector (see address below)

**Order n<sup>o</sup>. \*****Signature projectleader \***

Date Sent

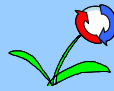
<b>Delivery Address</b>	<b>Invoicing Address</b> (if different from the Delivery Address)
Institute/Company	Invoice department
Department	Administrator
Name	City
Address	State
City	Zip/Postal Code
State	Country
Zip/Postal Code	Email
Country	VAT number (EC countries only)
Telephone	<b>Credit card payment:</b>
Fax	<input type="checkbox"/> VISA or <input type="checkbox"/> Master card
Email	Number
Other contactperson	Name
	Expiry date

**\* Please note that no shipment will be prepared without signature (MTA) and order number.**

Send the completed orderform and undersigned MTA to:

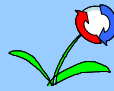
ImpactVector™  
Plant Research International B.V.  
P.O. Box 16  
6700 AA Wageningen  
The Netherlands

Tel: +31 317 477109 or 477001  
Fax: +31 317 418094  
Email: [impactvector@wur.nl](mailto:impactvector@wur.nl)  
Website: [www.impactvector.com](http://www.impactvector.com)



Please tick the requested items

Tick ✓	Price (euro)	Product	Quantity	Product number
	495	ImpactVector 1.1 cytoplasmic pBINPLUS	5 µg 5 µg	03-01-1
	990	ImpactVector 1.1 cytoplasmic PBINPLUS ImpactVector 1.1-tag cytoplasmic ImpactVector 1.2 ER secretion ImpactVector 1.2-tag ER secretion ImpactVector 1.3 ER retention ImpactVector 1.3-tag ER retention ImpactVector 1.4 chloroplast ImpactVector 1.4-tag chloroplast ImpactVector 1.5 mitochondria ImpactVector 1.5-tag mitochondria	5 µg 5 µg 5 µg 5 µg 5 µg 5 µg 5 µg 5 µg 5 µg 5 µg	03-01-2



## MATERIAL TRANSFER AGREEMENT FOR COMMERCIAL ORGANISATIONS ONLY

### RECIPIENT

Name	
Address	
Postal Code	
City	
Country	
Legally represented by	

in consideration of the receipt by Recipient of the Material from Plant Research International B.V. (PRI) hereby agree to the following terms and conditions:

Material shall mean ordered and invoiced ImpactVector1-type Constructs and/or plants derived thereof containing the Rubisco small subunit promoter-terminator RbcS1 from chrysanthemum, and any accompanying know how or data from PRI.

The Material will exclusively be used in Recipients laboratory at:

Name	
Address	
City	
Country	

After payment of the appropriate fees Recipient may use the Material only for research and evaluation purposes during a period not exceeding two years after signing this agreement (Evaluation period). During the Evaluation period the Material will not be used for commercial purposes without prior written permission of PRI. At the end of the Evaluation period PRI will request Recipient to destroy the Material.

If Recipient wants to use the Material after the Evaluation period for further research, evaluation and/or (commercial) exploitation in plants, Recipient will pay PRI a lumpsum of €5000,- (in words five thousand euros) excluding VAT and will be free to use the Material on a non-exclusive basis without further claims of PRI. Payment of the lumpsum means that the institute or company becomes owner of the results and is free to exploit them without PRI being entitled to a compensation.

#### **Distribution and release limitation of the Material "as is".**

Recipient will not distribute or release or sell the DNA material to any third party or person other than (laboratory) personnel of Recipient, and shall ensure that no one will be allowed to take or send the Material to any other location then mentioned above, unless written permission is obtained from PRI.

#### **Rights and results**

The Material remains the (intellectual) property of PRI. PRI shall retain all right, title and interest in and to the Material "as is".

#### **Payments**

After sending the signed order form and the original, signed MTA to PRI, PRI will send the promoter construct for a two year evaluation including an invoice of the appropriate fee. At the end of the



evaluation period PRI will request to destroy the material unless the second fee of €5000,- (in words five thousand euro's), excluding VAT, is paid.

#### Publication

Recipient is free to publish about the results on the Material.

#### Warranty

Recipient understands that the Material is experimental in nature and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. PRI makes no representation or warranty that the use of the Material will not infringe any patent or other proprietary right and no right or licence under any patent or patent application.

Recipient shall hold PRI harmless from any loss, claim, damage, illness, or injury to persons or property whatever the cause may be arising out of or pertaining to Recipient's use of the Material.

#### Liability

In no event shall PRI be liable for any use by Recipient of the Material or any loss, claim, damage, or liability of whatsoever kind of nature, which may rise from or in connection with this agreement or the use, handling or storage of the Material. Recipient will hold PRI harmless and indemnify PRI for any loss from Recipient use, handling, storage or other activity connected with the Material.

Subject to the above Recipient accepts full liability also to third parties in case of dispute over (in) the use of the Material, or the research results.

#### Breach of agreement

PRI may request that the Recipient promptly destroys the Material if the Recipient is in material breach of this agreement and the breach is not capable of remedy within thirty (30) days of notification to PRI. Upon any violation of the terms of this agreement the Recipient shall be indebted a fine of €2.500,- (in words: twentyfivehundred euro) for each breach, immediately payable to PRI, without prejudice to PRI's right to seek full compensation in this respect.

#### Regulations / law

Recipient shall use the Material in compliance with all laws and governmental regulations and guidelines applicable to the Material. This agreement shall be construed and governed by the laws of The Netherlands.

Any dispute concerning this agreement or the performance thereof shall be submitted to the adjudication of the competent court in The Hague.

This MTA with the accompanying ImpactVector order form and the General Conditions of Plant Research International B.V. constitute the entire agreement among the parties. The attached General Conditions of Plant Research International B.V. are applicable on this Agreement. In the event of a conflict between the provisions of the General Conditions and those of the MTA, the provisions of the MTA shall take precedence.

Any changes to this MTA are not accepted

#### ORGANISATION RECIPIENT

Name of the legal representative:

Position:

City:

Date:

I declare to adhere to the conditions in this MTA as well as the General Conditions

Signature:

## Plant Research International B.V.

# General terms and conditions

Visitor's address : Droevendaalsesteeg 1, 6708 PB Wageningen, The Netherlands  
Mail address : P.O. Box 16, 6700 AA Wageningen, The Netherlands  
Telephone : +31 317 47 70 01  
Fax : +31 317 41 80 94  
E-mail : [info.plant@wur.nl](mailto:info.plant@wur.nl)  
Internet : <http://www.plant.wur.nl>  
Chamber of Commerce : Arnhem 9113177

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### Article 1. Definitions

These General Terms of Delivery mean by:

- **Agreement:** the agreement between PRI as assignee and the Client, on the basis of which PRI shall deliver goods and/or services to the Client upon payment of the Client to PRI;
- **Assignment:** written assignment made out by the Client and addressed to PRI to carry out the delivery of goods and/or services;
- **Client:** the party that has given PRI the Assignment to carry out Activities;
- **Goods and/or Services:** the goods and/or services as described in the Order Form, which PRI will deliver and/or place at the disposal of the Client within the frame work of the Assignment;
- **Information Carriers:** magnetic tapes and discs, optical discs and all other means destined, with the help of equipment, to record, transform, convert, send or multiply or make public of (computer) programs, texts, images or other data, and/or information, all this within the broadest meaning of the word;
- **Order form:** the form by means of which the Client has given to PRI the Assignment for the delivery of goods and/or services;
- **PRI:** Plant Research International B.V., a private limited liability company, having its registered office in Wageningen and which is the User of these General Terms of Delivery;
- **Price:** the amount of money, upon payment of which PRI shall deliver goods and/or services to the Client;
- **User:** PRI as the party that declares these General Terms of Delivery applicable to its Agreements.

### Article 2. General / applicability

- 2.1 These General Terms of Delivery are applicable to all Agreements between PRI and the Client, which has come into existence by the Order form and the confirmation of its receipt, unless explicitly agreed otherwise in writing.
- 2.2 Any General Terms and Conditions of the Client are explicitly excluded unless agreed otherwise in writing.

### Article 3. Conclusion of the Agreement

- 3.1 The Agreement is concluded and the parties are bound to it as soon as PRI has confirmed the safe receipt of the Order form.

## **Article 4. Delivery, terms and transfer of ownership**

- 4.1 Delivery time is understood to mean the period of time as mentioned in the Agreement between PRI and the Client, within which PRI will deliver the agreed goods and/or services.
- 4.2 The delivery time as mentioned above under 4.1 will commence as soon as the Agreement between PRI and the Client has been concluded, PRI has the disposal of all necessary information(s) and PRI has received payment of the Price as mentioned hereunder in article 5.
- 4.3 In case it is to be expected that the delivery time as mentioned in article 4.1 will be exceeded, PRI will inform the Client as soon as possible. After consultation, PRI and Client will determine a new date of delivery. Exceeding the delivery time will not give the Client the right to refuse the ordered goods and/or services.
- 4.4 PRI is entitled, without prior approval of the Client, to have all necessary activities performed by third parties. PRI guarantees that these third parties will respect all terms, conditions and stipulations of the Agreement.
- 4.5 At the request of PRI, the Client renders PRI all assistance that PRI deems necessary in connection with the correct execution of the activities to be carried out by PRI. In the event that the Client fails to satisfy such a request made by PRI or fails to do so in time, then the Client shall be fully liable for all possible delay (loss) that results from such failure.

## **Article 5. Price, invoicing and payment**

- 5.1 Any and all Prices quoted by PRI are exclusive of Value Added Tax (VAT). The agreed Price shall have to be paid by the Client as soon as the Agreement has been concluded.
- 5.2 The ownership and/or the using rights of the goods and/or services are transferred to the Client after the Client has paid the agreed price in full.

## **Article 6. Transport**

- 6.1 The Client is obliged to give full assistance to the delivery of the goods and/or services as ordered. Without any demand or notice of default being required for that purpose, the Client will be in default in case he will not have picked up in time the goods and/or services at the first request of PRI or, in case delivery of the goods and/or services to his address has been agreed upon, he will refuse to take delivery of the goods and/or services. PRI is then allowed to take necessary measurements at the account and risk of the Client.
- 6.2 In case PRI, on request of the Client and/or by virtue of the Agreement will take care of the transport, PRI is free in its choice for packaging, means of transport and the route to be followed. The transport takes place at the account and risk of the Client.

## **Article 7. Liability**

- 7.1 In the event that PRI appears to be liable for damage suffered by the Client, other than described in the articles 7.2, 7.5 and 7.6 below and excluding malicious intent and/or gross negligence and excluding product liability, such liability is limited to the amount to be received by PRI from the Client based on the Agreement.
- 7.2 In the event PRI appears to be liable towards the Client with regard to damage resulting from use and/or application of the goods and/or services in the manner prescribed by PRI, then the obligation of PRI to compensate such damage is limited as described in article 7.1, all this however, with the exception of malicious intent and/or gross negligence and with the exception of product liability
- 7.3 The Client indemnifies PRI against all claims made by third parties on the basis of damage suffered by such third parties, damage arising from the application or the use of the goods and/or services by the Client or by any other person at whose disposal the Client has put the goods and/or services, unless malicious intent and/or gross negligence on the part of PRI can be shown.
- 7.4 The Client indemnifies PRI against all claims made by third parties on the basis of damage suffered by such third parties, damage arising from the application or the use of the data that the Client has put at the disposal of PRI within the framework of the execution of the Agreement.
- 7.5 With the exception of malicious intent and/or gross negligence PRI is not liable for damage to or loss of goods that the Client has put at the disposal of PRI or that it has handed over to PRI for PRI to process.
- 7.6 With the exception of malicious intent and/or gross negligence PRI is not liable for secondary, consecutive and/or other accidental damage.

## **Article 8. Force majeure (non-imputable shortcoming)**

- 8.1 Deficiencies of PRI in the implementation of the Agreement are not imputable to PRI if they are not attributable to its fault or, by virtue of the law, the Agreement or generally accepted practice at its expense.
- 8.2 In the event of Force majeure PRI has the right to either suspend the fulfilment of its obligations toward the Client or to demand that the Agreement is to be amended in such an extent that the implementation of the Agreement shall be

reasonably possible or to dissolve extra-judicially the Agreement completely or partly and without being held to compensate any damages, all this at the discretion of PRI.

#### **Article 9. Complaints**

- 9.1 On delivery and receipt of the goods and/or services and with all due despatch the Client is obliged to investigate whether PRI has fulfilled its obligations resulting from the Agreement.
- 9.2 The Client is obliged within 14 days after delivery and receipt to inform PRI in writing about any defects.
- 9.3 In case of any defects, PRI is allowed to perform well in stead, unless non-observance is permanent impossible.
- 9.4 The Agreement is considered to be performed well, in case the Client has not provided evidence to the contrary to PRI within 14 days after delivery and receipt.

#### **Article 10. Suspension and dissolution**

- 10.1 The Parties shall have the right to suspend their obligations towards each other or to dissolve the Agreement judicially or extra-judicially on the basis of attributable deficiency on the part of the other party in the fulfilment of one or more obligations resulting from the Agreement, when such party, after summon and notice of default under a reasonable period of time to be taken into account, remains in default without such fulfilment being permanently or temporarily impossible because of Force majeure, unless given its special nature or minor significance the deficiency may not justify this dissolution and its consequences.
- 10.2 Extra-judicial dissolution may take place by sending a written statement to that effect by registered post to the address of the other party as mentioned in the heading of the Agreement unless this party has notified by registered letter the other party of a change of address at a point in time later than the one the Agreement was signed at.

#### **Article 11. Disputes (Jurisdiction and Applicable Law)**

- 11.1 All disputes referring to the Agreement or any further agreements that may result there from or are in connection with it, shall be handled exclusively by the authorized court in The Hague, The Netherlands.
- 11.2 The Agreement between PRI and the Client is only governed by Dutch Law.

*These General Terms and Conditions have been registered at the Chamber of Commerce and Industry for Centraal Gelderland in Arnhem, The Netherlands, on July 22, 2004.*