



SALES AGREEMENT

To order:

1. Fill in the information below.
2. Sign and Date the Agreement.
3. Save a copy of this Agreement as PDF as year-month-day-PO-Name-Institution-Eusera.pdf (e.g. 2017-02-16-PO-YourName-UBC-Eusera.pdf)
4. E-mail the PDF to luc.berthiaume@eusera.com
5. Attach a Purchase Order, if applicable.

Direct any questions by e-mail to luc.berthiaume@eusera.com

Between:

Eusera

10061, 90 avenue NW
Edmonton, Alberta, Canada, T6E 4X2
(hereinafter called "the Vendor ")

And:

Please complete the following:

Name:	
Institution/Company:	
Division/Department:	
Street/Address:	
City/Province/State:	
Postal code/Zip Code:	
Country:	
Phone:	
Fax:	
E-mail:	
Your Fed Ex #:	

Purchase Order # (if applicable):

Do you require an invoice? Yes **No**

Choose payment option: Check **or Wire Transfer***
(*Wire transfer information will be provided on the Eusera invoice)



WHEREAS the Vendor is in a position to create certain Products;
AND WHEREAS the Purchaser wishes to acquire the Products from the Vendor from time to time,
NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The sale, delivery and passing of risk in respect of the Products shall take place in Edmonton, Alberta.
2. The Purchaser shall give the Vendor a specific order from time to time and written instructions as to the labelling, packaging and delivery of the Products and their exportation from Canada and importation to the country of the Purchaser's direction.
3. The price to be paid for the Products and the quality of the Products shall be as set out in the website www.eusera.com, as amended from time to time.
4. The quantity of the Product to be sold by the Vendor shall be subject to its ability to produce same at its sole discretion. The Vendor assures that currently there are sufficient quantities of the Products available. In the future, the Vendor will use reasonable efforts to produce and supply the Products to the Purchaser.
5. The parties agree that this is a non-exclusive Agreement.
6. The Purchaser warrants that the Products will be utilized only for research purposes, and specifically not for therapeutic or diagnostic use.
7. Resale of Product is prohibited, absent express written permission to the contrary. All products are sold by vendor for exclusive use by the Purchaser and are not to be resold in any form.
8. Nothing in this Agreement shall be construed as:
 - i) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and trademarks of third parties;
 - ii) Conferring rights to use in advertising, publicity, or otherwise any trademark or the name of "VENDOR".

Except as expressly set forth in this Agreement, VENDOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK, OR OTHER RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

9. Purchaser agrees to indemnify, hold harmless and defend Vendor and its respective trustees, officers, employees, students and agents against any and all claims for death, illness, personal injury or property damage arising out of the use, handling and storage of Products by Purchaser.
10. This agreement may be terminated by notice in writing by either party:
 - i) for a fundamental breach of the agreement.
 - ii) If the Vendor is no longer able to supply the Products.
 - iii) If Purchaser no longer wishes to purchase Products.

Surviving any termination are:

- i) payment of accrued fees; and
 - ii) the provisions of articles 8 and 9
11. This Agreement shall be subject to the laws of the Province of Alberta.



Product list:

Product Code	Description	Applications application legend	Quantity	Price (US dollars)
EU1	Rabbit polyclonal antibody to GFP	WB, IP, IHC-F, IHC-Fr, IF, ICC, TCC, EIA, PCC, EC, BL, Dot	250 ug crude IgG	\$225
EU2	Rabbit polyclonal antibody to GFP (Affinity Purified)	WB, IP, H, IHC-F, IHC-P, IHC-Fr, IF, ICC	25 ug	\$295
EU3	Polyclonal Goat antibody to GFP	WB, IF, IP	250 ug (50 uL serum)	\$225
EU4	Polyclonal Goat antibody to GFP (Affinity Purified)	WB, IF, IP	25 ug	\$295
EU5	Mouse Monoclonal antibody to GFP	WB, IF, IP	25 ug	\$295

For further information on either product, please visit www.eusera.com

12. Purchase Information:

Please enter the Product code, Description, Price/Unit Number and Number of Units ordered:

Product code	Description	Quantity (ug/ul)	Number of Units ordered	Price per unit	Total amount U.S.\$

Sub-Total: _____
5% GST: _____
Total: _____

This Agreement EXECUTED as of this date: _____

Purchaser: _____

Vendor: Eusera

Name (Print): _____

Name (Print): Luc Berthiaume, Ph.D.

Title: _____

Title: Owner

Signature: _____

Signature: _____

Date: _____

Date: _____

Direct any questions by e-mail to luc.berthiaume@eusera.com