



ORDER FORM

To: Nano-Bio Kit
The Institute of Bioengineering and Nanotechnology
Biomedical Sciences Institutes
31 Biopolis Way
#04-01 The Nanos
Singapore 138669
Fax: 6478 9987
Email: nano-bio@nano-biokit.com

Thank you for placing an order for the IBN Nano-Bio Kits. To allow us to process your order immediately, please fill in the information requested in Parts A and B and indicate your acceptance of the Terms and Conditions of the sale (attached herewith) by signing the confirmation of acceptance, as indicated below. Please note that sales of the IBN Nano-Bio Kits are subject to the acceptance of the attached Terms and Conditions.

I/We would like to place an order for the following items:-

Part A

- ___ set(s) of the Dielectrophoresis Chip Kit at \$100.00 per unit
- ___ set(s) of the Hydrogel Kit at \$60.00 per unit
- ___ set(s) of the Biological Fuel Cell Kit at \$120.00 per unit

Part B

To reuse the Biological Fuel Cell Kit:

- ___ set(s) of additional fuel cell cartridge at \$40 per piece
- ___ set(s) of metal current collectors at \$40 for a set of 2 pieces

Replacement parts for the Biological Fuel Cell Kit:

- ___ set(s) of enzyme electrodes at \$50 for a set of 2 pieces
- ___ piece(s) of membrane sheets at \$4 for a 9-cm² piece

Total Order Amount: \$_____

Delivery (please tick if required)

- I/We require IBN to deliver our order and understand that we will need to pay the delivery charge.

Requested/Estimated Delivery Date: _____

Note: All prices are quoted in SGD and exclude GST and delivery charges.

A fee of \$40 will be charged for each delivery within Singapore. This charge may be waived for orders of above 20 Kits.

ACCEPTANCE

We accept and agree to be bound by the Terms and Conditions attached herewith. We also understand that the order will be confirmed upon receipt of payment by IBN.

Name of School/Organization:

Name of Authorized Signatory:

Designation:

Address:

Telephone No:

Fax No:

E-mail:

Date:



**CONDITIONS OF SALE - DISCLAIMER AND LIMITATION OF LIABILITY FOR GOODS SOLD
IMPORTANT – PLEASE READ CAREFULLY**

1. Terms Prevail. These Terms shall be deemed incorporated into all contracts by the Institute of Bioengineering and Nanotechnology, Biomedical Sciences Institutes (the "IBN") to sell educational materials, kits and scientific articles and things (the "Goods"), to the exclusion of all other terms including those which you (the "Buyer") purport to include through any purchase order. In the event of any inconsistency between these terms and any communications between the Buyer and IBN, these terms shall prevail. The Contract (the "Contract") between the Buyer and IBN shall comprise these terms and IBN's quotation for the supply of Goods and any document referred to therein. Any variation of this Contract shall be in writing and signed by a director on IBN's behalf. For the avoidance of doubt IBN only refers to the Institute of Bioengineering and Nanotechnology and none of the other institutes or centres under the Biomedical Sciences Institutes shall have any liability under these terms.

2. Warranties. IBN excludes all liability for and expressly disclaims all warranties (whether express or implied by statute common law or arising from conduct, a previous course of dealing, trade custom or usage) as to the quality of the Goods, their fitness for any purpose (even if made known expressly or impliedly to IBN), as to non-infringement of any intellectual property rights and as to the correspondence of the Goods with any description or sample. This contract shall not constitute a sale by description or sample.

3. Liability. Nothing herein shall impose any liability on IBN in respect of any defect in the Goods, or arising out of the acts, omissions, negligence or default of the Buyer its servants or agents including the Buyer's failure to comply with any user instructions, recommendations or warnings by IBN as to safety procedures, first aid, storage and use of the Goods (including instructions on the method of use of the Goods). The Buyer is required to take responsibility for and draw up its own procedures for use, safety and first aid which are appropriate for its circumstances. In no event will IBN its employees or representatives be liable for any damages relating to the Buyer's use or inability to use, method of use, inappropriate use, abuse of or alteration to the Goods whether by the Buyer, its employees, or any person under the Buyer's care or supervision or by other persons or entities or if the Goods become defective or non conforming through the actions of the Buyer or such other persons. In no event will IBN or its employees or representatives be liable for any punitive, special, incidental, indirect or consequential damages of any kind (including for lost profits) or any damages arising out of or in connection with the Goods. The Buyer undertakes to indemnify IBN against all claims, actions, proceedings, damages, costs and/or expenses that may be suffered or incurred by IBN in respect of, or arising out of, the acts, omissions, negligence or default of the Buyer its servants or agents in relation to the Goods.

4. Limitation. The sole liability of IBN to the Buyer and the Buyer's sole remedy for any claim and for loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price paid for the Goods.

5. Prices. IBN's prices exclude Goods and Services Tax, costs of packing, delivery, shipping, customs, insurance of Goods, and all bank charges related to any payment made, all of which shall be borne by the Buyer. IBN may vary the price of Goods at any time to take account of any variation in IBN's costs including (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, changes in duties and other costs since the date of IBN's quotation or (if no quotation is issued) the Buyer's order. IBN accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted. The invoice so adjusted shall be payable as if the price set out therein were the original contract price. No order made by the Buyer shall be binding unless expressly accepted by IBN. Unless otherwise stated by IBN in writing and recorded on IBN's acknowledgement of order, payment shall be due in cash not later than 30 days from the date of the invoice. No statement description information warranty condition or recommendation contained in any catalogue price list advertisement or communication or made verbally by any agents or employees of IBN shall vary or override in any way any of these conditions.

6. Delivery. All times or dates given for delivery of the goods are given in good faith but without any responsibility on the part of IBN. Time of delivery is not of the essence. IBN is not liable for any delay beyond IBN's control. No liability for non-delivery loss of or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract will attach to IBN unless claims to that effect are notified in writing by the Buyer to IBN (and in the case of claims for non-delivery loss or damage with a copy to the carrier if IBN's own vehicles have not been used to deliver the Goods) within 3 days of the invoice date: whether for loss, damage, non-compliance with the Contract or for non-delivery. If no notice is received, the Goods shall be deemed accepted and received by the Buyer and in all respects in accordance with the Contract and the Buyer shall be bound to pay for the same accordingly. Goods supplied in accordance with the Contract cannot be returned without IBN's prior written authorisation. Duly authorised returns shall be sent to IBN's Premises at the Buyer's expense. In the event of any claim by the Buyer, IBN may at its option either replace the Goods or refund the price paid for the Goods and this shall be the Buyer's sole remedy against IBN.

7. Title and Risk. Risk shall pass on delivery of the Goods and the Buyer is solely responsible for custody and storage of the Goods but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the IBN until all payments under the Contract have been made in full and unconditionally. Whilst the ownership of the IBN continues the Buyer shall keep the Goods separate and identifiable from all other goods in its possession as bailee for the IBN.

8. Force Majeure. IBN shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

9. General Terms and Governing Law. No concession or waiver allowed by IBN to the Buyer shall affect IBN's strict rights under this Contract. If any of these conditions are held to be invalid or shall not apply to the Contract the other conditions shall continue in full force and effect. Unless expressly stated, a person not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms herein. Any confidential or proprietary information disclosed to the Buyer shall not be used, exploited or divulged save with the prior consent of IBN. The Buyer may not assign or novate its rights and obligations under this Contract without IBN's consent. The Buyer shall comply with all applicable laws and other regulations in the use of the Goods, procure all required permits and licenses and comply in particular with the provisions under the Corrosive and Explosive Substances and Offensive Weapons Act (Cap 65), the Poisons Act (Cap 234) and the Hazardous Waste (Control of Export, Import and Transit) Act (Cap 122A). This Contract shall be governed by Singapore law. The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to the Contract is hereby excluded. The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

These Terms comprise one page only.