

**Regents of the University of Minnesota ("University")**  
**Terms and Conditions for Laboratory Testing at the X-Ray Crystallographic Laboratory**

**1. Order Acceptance Policy.** University reserves the right, without prior notice, to decline any order or limit the order quantity for any reason. If the University accepts your order, you will be notified with an approximate completion date for the work.

**2. What You Will Receive.** You will receive a report file in the format indicated in the Sample Submission Form.

**3. Disposal of Samples.** Unless you indicate in your Sample Submission Form that you want the samples returned, University will dispose of any samples not destroyed during the testing process. Arrangements for return shipping must be made by you at your expense.

**4. Shipping Samples to Us.** You must ship samples to us in conformity with all safety and labeling regulations. You also must disclose to us (i) any known or suspected safety concerns related to the samples and (ii) whether the samples (or any information you are requesting University to produce in analyzing the samples) is subject to export controls under U.S. law.

**5. Payment Terms.** Payments are due as indicated on the Sample Submission Form.

**6. Disclaimer of Warranty and Liability.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE

DELIVERABLES TO BE PROVIDED UNDER THIS ORDER. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS ORDER.

**7. Indemnification and Insurance.** You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. You represent that you have in force a policy of general liability insurance, including coverage for products liability, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

**8. Applicable Law and Jurisdiction.** Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Order shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

**9. Use of University Name.** Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of University is prohibited. Notwithstanding the previous sentence you may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. You agree to provide us with a copy of such document.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Quote Number: \_\_\_\_\_

On behalf of:

Self

Company (Indicate Name of Company, Institution, or Government Entity: \_\_\_\_\_)

Work cannot begin until this signed form is received by the X-Ray Crystallographic Laboratory. Please send this signed form, along with your Sample Submission Form, via email ([young@chemsun.chem.umn.edu](mailto:young@chemsun.chem.umn.edu)) or fax ((612) 626-7541).