IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the

incorporated into this Agreement by reference as if fully set forth herein.

The Terms and Conditions of Sale attached hereto as Exhibit “A” are

Terms and Conditions.

E.

shipping is made in full (the “Shipment Date”).

date first set forth above.

Delivery. The Product shall be shipped to Customer by Seller after payment for the Product and

D.

Price. Customers shall pay Seller $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Product.

C.

Conditions of Sale in Exhibit A.

person or entity to agree in writing to abide by the Product Sales Agreement and Terms and

1

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

lauren.maclanahan@gtrc.gatech.edu, 404-894-6900 for consent) or without requiring the other

CUSTOMER:

SELLER:

Tenth

W I T N E S S E T H

“Customer”), with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

30332,

GA

Atlanta,

Street,

WHEREAS, Seller wishes to sell solely for educational and demonstration purposes, a certain

505

of

address

an

with

and between Georgia Tech Applied Research Corporation, a Georgia non-profit corporation (“Seller”),

This Product Sales Agreement (this “Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 201\_\_, by

**PRODUCT SALES AGREEMENT**

consent (please contact Lauren MacLanahan, Office of Technology Licensing,

shall not transfer or resell the Product to any other person or entity without Seller’s prior written

Use. Customer shall use the Product solely for educational and/or demonstration purposes and

B.

physical conditions of arthritis.

Seller, the Product which is a pair of gloves designed to simulate the effects and/or certain

Description of the Product. Seller shall sell to Customer, and Customer shall purchase from

A.

acknowledged, Seller and Customer covenant and agree as follows:

set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby duly

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter

conditions of this Agreement;

WHEREAS, Customer desires to purchase the Product from Seller pursuant to the terms and

product, as described below (the “Product”), to Customer; and

6.

KIND

ANY

OF

WARRANTIES

NO

MAKES

SELLER

FAULTS.

No Warranty. THE PRODUCT IS PROVIDED “AS IS, WHERE IS” AND WITH ALL

WHATSOEVER,

shall be entitled to use the Product as provided in the Agreement.

properly stored, protected and insured and identified as Seller’s property; provided Customer

fiduciary and bailee and shall keep the Product separate from those of Customer and third parties,

time as title in the Product passes to Customer, Customer shall hold the Product as Seller’s

amount for the Product and payment of all other monies then due or owing to Seller. Until such

Product shall not pass to Customer until Seller has received payment in full for the invoiced

Title. Notwithstanding delivery of the Product or any other provision of these Terms, title to the

5.

TO

2

these Terms or to make any warranties or representations of any kind with respect to the Product.

BY CUSTOMER. Seller’s representatives are not authorized to enter into agreements outside

OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SELLER AND WAIVED

ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION; ALL

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES

PATENT,

TITLE,

NON-INFRINGEMENT,

AS

WARRANTIES

LIMITATION,

WITHOUT

INCLUDING,

OTHERWISE,

OR

WRITTEN

ORAL,

IMPLIED,

EXPRESS,

Price. The price for the Product shall be as set forth in the Agreement (the “Price”). Unless

2.

or the Agreement are expressly rejected.

provisions submitted by Customer which add to, conflict with, or otherwise modify these Terms

of the Product. The Agreement is expressly limited to these Terms, and any and all terms or

therewith, constitute the entire agreement between the parties with respect to the sale and delivery

Terms are attached. These Terms are incorporated into the Agreement and, in combination

and delivery by Seller to Customer of the Product as set forth in the Agreement to which these

otherwise stated, the Price is for delivery by the appropriate shipper or courier service and

Terms and Conditions. These Terms and Conditions of Sale (these “Terms”) apply to the sale

1.

**TERMS AND CONDITIONS OF SALE**

**EXHIBIT A**

and shall be paid in United States Dollars.

Product and shipping is made in full. All amounts referenced in this Agreement are denominated

be subject to offset or reduction for any reason. Product will not be shipped until payment for the

delivery of Product. Any amounts not paid by credit card shall be due as invoiced and shall not

other like taxes and tariffs, and (b) all fees and expenses incurred by Seller in connection with the

federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or

(excluding income taxes) arising out of the sale of the Product, including, without limitation, all

Invoices; Payment. Customer shall be responsible for and pay, if applicable, (a) all taxes

4.

Risk of Loss. Risk of loss of the Product shall transfer to Customer on the Shipment Date.

3.

costs and not subject to any offset or reduction for any reason.

Seller, paid by Customer within ten (10) days of the date of invoice from Seller of such additional

required to pay or collect shall be shall be payable by Customer either directly or if paid by

governmental charges applicable to the sale, delivery or shipment of the Product that Seller is

exclusive of all taxes, customs, duties and insurance. Any and all current or future taxes, fees, or

matters, and the continuation of the same for seven (7) days after Customer’s receipt of written

by

assignment

general

any

or

bankrupt,

the filing of a petition in bankruptcy by or against Customer or the adjudication of Customer as

observed or performed hereunder, (b) the insolvency, dissolution, or liquidation of Customer, or

by Customer to observe and perform any covenant, condition or agreement on its part to be

notice thereof from Seller, shall constitute a default under the Agreement (a “Default”): (a) failure

Customer

Default; Cancellation and Remedies. The occurrence of any one or more of the following

9.

liability or obligation on the Indemnitees, without the prior written consent of the Indemnitees

unconditional release of the Indemnitees from all liability with respect thereto or that imposes any

to any settlement of such action, suit, proceeding or claim that does not include a complete and

for the fees and expenses of more than one counsel for all Indemnitees. Customer shall not agree

Indemnitees solely in connection therewith, except that in no event shall Customer be responsible

officer by Customer; or (c) failure (or admission in writing of inability or unwillingness) by

3

cancellation except by mutual written agreement of the parties.

Cancellation; Additional Remedies for Customer’s Default. The Agreement is not subject to

10.

may avail itself of any and all rights or remedies available at law or in equity.

Customer to pay amounts due and payable to Seller hereunder. In the event of a Default, Seller

Claim, Customer shall be responsible for the reasonable fees and expenses of counsel to the

application for, or consent to, the appointment of any receiver, trustee, custodian, or similar

the

or

creditors,

its

of

benefit

the

for

liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT,

8.

ACTION.

EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF

TORT OR OTHERWISE), SHALL SELLER’S CUMULATIVE LIABILITY TO CUSTOMER

BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER

REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER

Indemnification. Customer covenants and agrees to indemnify, defend and hold harmless Seller

use), and regardless of whether any such claim arises out of breach of contract, tort, product

(including but not limited to, loss of actual or anticipated profits, revenues or product; or loss of

and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages

against each other’s parent company, affiliates, contractors, subcontractors, consultants, agents

contained in this Agreement, Seller and Customer waive all claims against each other (and

Consequential Damages; Limitation of Liability. Notwithstanding anything to the contrary

7.

Seller shall give Customer prompt notice of such Claim. Customer shall defend the Indemnitees

their counsel, that Customer and the Indemnitees have conflicting interests with respect to such

assumes control of such defense and the Indemnitees reasonably conclude, based on advice from

provided, however, that, if Customer

have the right to control the defense and disposition;

cooperate with the Customer in such defense at Customer’s cost and expense. Customer shall

respect to any third party claim, demand, action or proceeding. The Indemnitees shall reasonably

such claim or suit. The Indemnitees shall have the right to participate, at their own expense, with

the Indemnitees and shall keep the Indemnitees informed as to the progress of the defense of any

from any such Claim at Customer’s sole cost and expense using counsel reasonably acceptable to

If Seller or any other Indemnitee seeks indemnification from Customer pursuant to this Section 8,

(collectively, “Claims”), arising or resulting from its use of the Product.

damages or penalties, including without limitation court costs and reasonable attorneys’ fees

suits, liabilities, injuries (personal or bodily), causes of action, proceedings, losses, expenses,

representatives (collectively, the “Indemnitees”) from and against any and all claims, demands,

and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and

all

but

agreement,

this

number of counterparts, each of which when executed and delivered shall constitute an original of

the legal, valid and binding agreement of said parties. This Agreement may be executed in any

been duly authorized, executed and delivered by and on behalf of each such party and constitutes

Authority to Execute. Each party represents and warrants to the other that the Agreement has

15.

the

and enforceable against the parties hereto.

geographic area, and in such lesser scope, time and geographic area, will be effective, binding

against public policy, such covenants will be considered divisible with respect to scope, time, and

covenants set forth in the Agreement or these Terms are held to be unreasonable, arbitrary, or

that renders any such provision prohibited or unenforceable in any respect. If any of the

provisions hereof. To the extent permitted by law, the parties hereto waive any provision of law

or affecting in any manner whatsoever the remainder of such provision or term or remaining

will be ineffective only to the extent of such prohibition or unenforceability without invalidating

or these Terms are held to be prohibited, invalid or unenforceable, then such provision or term

4

waiver of any other term, right or condition.

condition. No express waiver of any term, right or condition of this Agreement shall operate as a

right or conditions of this Agreement shall be construed as a waiver of such term, right or

No Waiver. No course of dealing or failure of Seller or Customer to strictly enforce any term,

16.

be interpreted in a manner to be effective and valid, but if any provision or term of the Agreement

counterpart shall be effective until each party has executed at least one counterpart.

No

agreement.

same

the

constitute

together

shall

counterparts

superior courts of the State of Georgia or by the United States District Court for the Northern

part thereof, without the prior written consent of the other party, which consent shall not be

Assignment. Neither Seller nor Customer may assign, convey or transfer the Agreement, or any

12.

such action.

13 below shall be effective and sufficient to establish jurisdiction and venue in such court in any

one of the courts specified in (a) above. Service of process provided in accordance with Section

District of Georgia; and (b) that if it brings an action, such action shall be instituted exclusively in

unreasonably withheld or delayed, except that Seller may assign this Agreement without the prior

irrevocably agrees and consents (a) to the exercise of personal jurisdiction over it by the State or

Nations Convention on Contracts for the International Sale of Goods. Each of the parties

internal laws of the State of Georgia, without regard to conflicts of law principles or the United

Governing Law. This Agreement shall be governed by and construed in accordance with the

11.

mail, with postage prepaid and return receipt requested, to the addresses in the Agreement or to

Severability. Whenever possible each provision and term of the Agreement and these Terms will

14.

the mail.

person, or if mailed, on the date which is two (2) days after the date such notice is deposited in

notices shall be deemed received on the date of delivery or attempted delivery, if delivered in

such addresses as a party may designate from time to time pursuant to this Section 13. All

delivered in person or by reputable overnight courier service, or if sent by registered or certified

Notices. All notices required hereunder shall be in writing and shall be deemed properly served if

13.

permitted assigns of the parties hereto.

Seller. The Agreement shall be binding upon and inure to the benefit of the successors and

written consent of Customer to a person or entity controlling, controlled by or affiliated with

22.

changed only by a written amendment to the Agreement signed by Seller and Customer.

21.

Termination. If Customer uses the Product for any use other than as specified herein, this

Agreement shall be null and void and Customer’s right to use the Product shall immediately cease

without further action by Seller.

Modification. Notwithstanding anything contained herein, these Terms may be modified or

Use of Name. Except as expressly provided herein, Customer shall not use the names Georgia

Institute of Technology, Georgia Tech, Georgia Tech Research Corporation, Georgia Tech

Research Institute, or Georgia Tech Applied Research Corporation or any of their respective

affiliates or divisions or any derivations thereof in any advertisement, publications, or sales

materials without the prior written consent of Seller.

5

Headings. The headings contained in these Terms are included solely for convenience of

17.

Compliance with Laws and Regulations. Customer is responsible for complying with any and all

applicable federal, state and local laws, codes, ordinances, rules, regulations, and administrative

orders, including, without limitation, export and import laws, rules and regulations and any and

all other product safety laws, rules and regulations.

18.

reference and shall not affect the language included herein.

19.

Time. Time is of the essence in the performance of this Agreement.

20.