

College of Agriculture, Reference Cigarette Program

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Disclaimer

It is herein agreed and understood by Purchaser that:

- 1) The tobacco products detailed in this order are offered for sale, and intended for use, solely FOR RESEARCH PURPOSES, and
- 2) The tobacco products detailed in this order are NOT FOR HUMAN CONSUMPTION; and
- 3) The Purchaser assumes total responsibility for shipping charges, taxes, assessments, as well as total liability for use and distribution of these tobacco products beyond the Seller's F.O.B. point of shipment, and
- 4) The Purchaser will not offer these tobacco products for re-sale, and
- 5) The Purchaser shall not use the name of the "University of Kentucky" or of the "College of Agriculture, Reference Cigarette Program," or a portion thereof in any advertising or publicity matter without the prior written approval of the University of Kentucky, and
- 6) The Seller MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, concerning these tobacco products. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF, OR FITNESS FOR, A PARTICULAR PURPOSE. Analytical data obtained by the Seller in an independently conducted comparative study are provided to the Purchaser at face-value only, and the Seller is unable to endorse the aforementioned data or to certify their accuracy or suitability for any intended purpose or use, and
- 7) In no event shall the Seller (University of Kentucky, College of Agriculture Reference Cigarette Program) or its suppliers be liable for any use of the products by the Purchaser or by others. To the extent and in the manner provided for by applicable law, the Purchaser shall be liable for all damages that may arise from Purchaser's use, storage, or disposal of the products, and shall defend and indemnify the Seller, its officers, affiliates and employees and its suppliers from any claims relating to the products. Damages at law may be an inadequate remedy for breach of any of the covenants, promises, and agreements contained in this agreement of sale and accordingly, the Purchaser agrees that the Seller and its suppliers shall be entitled to injunctive relief without the necessity of proving actual damages for any such breach in addition to all other remedies available at law or in equity.

X _____
Authorized signature of Purchaser

Please print:

Name: _____
Institution/Co.: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Please sign and return via fax to (859) 257-6012