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| **For Internal Use Only**  **Depts must provide:** |  |  | **For Internal Use Only**  **OES must provide:** |  |
| **ESAF #** |  |  | **OES Contract #** |  |
| **Chart/Field Account #** | **-     -** |  | **Analyst** |  |
| **Customer ID #** |  |  |  |  |

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**BILL OF SALE**

College:  Date:

Department:

On the terms, and subject to the conditions, set forth in this Bill of Sale, and effective the date first above written, Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, sold the equipment/material described in Section 1 (“Equipment/Material”) to  (“Company”), a . For purposes of this Bill of Sale, University’s address is  and Company’s address is .

**1. Description of Equipment/Material:**

**2. Sale Price:**and /100 dollars ($), plus $\_\_\_\_\_\_\_\_\_\_ for shipping (if applicable)..

**3. Sales Tax:** and /100 dollars ($).

**4. Payment terms.** Unless the parties otherwise agree, as described below in this section 4, the Purchaser shall pay the full price along with any applicable sales or other taxes upon the earlier of delivery of the Equipment/Material to Company or to a common carrier (if shipped to Company).

4.1 Other payment terms:

4.2 Invoices shall be sent to:

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| Attn:        Phone No.:  E-mail Address: |

**5. Delivery Terms.** Unless the parties otherwise agree, as described below in this Section 3, University shall ship the Equipment/Materials to Company’s address set forth above. Alternative delivery location and terms:

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| Attn:        Phone No.:  E-mail Address: |

**6. Conditions of Sale.** The parties acknowledge and agree Company is accepting and purchasing the Equipment/Materials on the following conditions:

6.1. Finality of Sales. Subject to the provisions of Section 6.4., all sales are final.

6.2. Disclaimer of Warranties. UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, CONCERNING THE EQUIPMENT/MATERIAL. THE PARTIES ACKNOWLEDGE AND AGREE THE EQUIPMENT/MATERIAL SHALL BE SOLD AND PURCHASED “AS IS, WITH ALL DEFECTS”. COMPANY WILL DEFEND, INDEMNIFY, AND HOLD THE UNIVERSITY HARMLESS FROM AND AGAINST ALL LOSS, COST, CLAIMS EXPENSE, OR OTHER DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO INSURANCE SUBROGATION AND ATTORNEY FEES (TOGETHER AND SINGLY, “CLAIMS”). **This RELEASE AND promise applies even to claims based in whole or in part on Releasees’ negligence and/or gross negligence, to the extent permitted by law.**

6.3. Limitation of Damages. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE, FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES OR (B) LOST PROFITS, WORK STOPPAGE, LOST DATA, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND ARISING OUT OF THE SALE OR USE OF THE EQUIPMENT/MATERIAL.

6.4. Limitation of Remedies. IN THE EVENT OF UNIVERSITY’S BREACH OR FAILURE TO PERFORM ANY OBLIGATION TO COMPANY IN CONNECTION WITH THE SALE OF THE EQUIPMENT/MATERIAL, UNIVERSITY’S ENTIRE LIABILITY AND COMPANY’S EXCLUSIVE REMEDY SHALL BE, AT UNIVERSITY’S OPTION, EITHER (A) RETURN OF THE MONETARY CONSIDERATION PAID TO UNIVERSITY FOR THE EQUIPMENT/MATERIAL OR (B) UNIVERSITY’S PERFORMANCE OF ANY OBLIGATION THAT FAILED TO SATISFY THE TERMS OF THIS AGREEMENT.

6.5. Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

6.6. Export Controls. Company acknowledges that Equipment/Material is subject to U.S. export control laws, such as the Export Administration Regulations, 15 C.F.R. pts. 730-774, and the Foreign Assets Control Regulations, 3l C.F.R. pts 501-598. Company will not export, re-export, transfer, or re-transfer Equipment/Material except as authorized under U.S. export control laws.

6.7. Governing Law; Consent to Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of law principles.

**7. Risk of Loss.** Company hereby acknowledges and agrees that its assumption of the risk of loss of the Equipment/Material shall attach upon earlier of (i) its receipt of the Equipment/Material or (ii) upon University’s delivery of the Equipment/Material to a common carrier for transporting to Company.

**8. Entire Agreement.** This Agreement (including all attached or referenced addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar documents submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

**IN WITNESS WHEREOF,** University and Company have executed this Agreement on the day and year first above written.

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| **Regents of the University of Minnesota**  By:  Name:  Title:  Date: | By:  Name:  Title:  Date: |