

## AM02 - Texas A&amp;M University

## Purchase Order

Purchase Order Number

AM02-17-P044622

SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00001060 Bio-Rad Laboratories Inc
	2000 Alfred Noble Dr Hercules, CA 94547

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING  
PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS  
INSTRUCTED, PAYMENT MAY BE DELAYED.

S H I P T O	SMALL ANIMAL CLINICAL SCIENCES Attn: Contact AMBER SEXTON at (979)845-9052 SMALL ANIMAL HOSPITAL BLDG. 4474 TAMU COLLEGE STATION, TX 778434474 US Email: vscs-acctg@cvm.tamu.edu Phone: (979) 845-9052
	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362

					Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Prepaid and Added Delivery Calendar Day(s) A.R.O.: 30			
Item # 1 Class-Item 493-08  CFX96 Touch Real-Time PCR Detection System Item number: 1855195								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 22,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 22,000.00
Item # 2 Class-Item 493-08  CFX384 Touch Real-Time PCR Detection System Item number: 1855485								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 27,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 27,000.00

Item # 3  
Class-Item 962-86

Freight Charges  
Item number: MCHG24

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 150.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 150.00

## NOTE:

CFX Touch 96 and CFX Touch 384 come with one year warranties and training included in the price.

\*\*\*\*Reference Texas Tech Agreement #RFP739-04042012\*\*\*

TAX: \$ 0.00  
FREIGHT: \$ 0.00  
TOTAL: \$ 49,150.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.  
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

## APPROVED

By: Christina Asim



Email: c-asim@tamu.edu

Phone#: (979) 845-3819

BUYER



**Bio-Rad  
Laboratories**

Life Science Group  
2000 Alfred Nobel Drive  
Hercules, CA 94547  
Telephone: 800-4BIORAD  
Fax: 1-800-879-2289  
www.bio-rad.com

## Price Quotation # 17-Q00845V2

**Date:** January 6, 2017

**Dr. Jan Suchodolski**  
TEXAS A & M UNIV COLL STATION  
Small Animal Clinic B026  
Small Animal Clinical Sciences  
4474 TAMU  
College Station, TX 77843  
USA

**Quote Valid:** 02/28/2017  
**Terms:** Net 30  
**F.O.B.:** FOB Destination, PPD and Add  
**Route:** B\_Best Way  
**Delivery:** Within 30 Days, ARO  
**Sales Rep:** Stephen Williams

stephen\_williams@bio-rad.com

**Phone:** (979) 458-0933  
**Fax:** (979) 862-2864  
**Email:** jsuchodolski@cvm.tamu.edu

<i>Catalog No.</i>	<i>Qty</i>	<i>Description</i>	<i>List Price</i>	<i>Unit Discount</i>	<i>Ext Discount</i>	<i>Extended Price</i>
<b>Quoted Item(s)</b>						
1855195	1	CFX96 Touch Real-Time PCR Detection Sys	\$36,000.00	\$14,000.00	\$14,000.00	\$22,000.00
1855485	1	CFX384 Touch Real-Time PCR Detection Sys	\$44,240.00	\$17,240.00	\$17,240.00	\$27,000.00
MCHG24	1	FREIGHT CHARGE				\$150.00
			<b>Total</b>		\$31,091.00	\$49,150.00

### Notes

CFX Touch 96 and CFX Touch 384 come with one year warranties and training included in the price.  
Must purchase both systems on same PO to receive at this pricing. Pricing based on upgrade promotion from iQ system

Thank you for the opportunity to submit this quotation. Please contact me if you have any additional questions.

Stephen Williams  
Phone:  
Email: stephen\_williams@bio-rad.com

### To place an order:

**Phone:** 1-800-4BIORAD  
**Fax:** 1-800-879-2289  
**Email:** lsg.orders.us@bio-rad.com

**Mail:** Bio-Rad Laboratories, Inc  
2000 Alfred Nobel Drive  
Hercules, CA 94547

PrimePCR assays and panels can only be ordered online and through your Bio-Rad PunchOut site.  
Or click [ [here](#) ] to add items to Bio-Rad Shopping Cart.

## General Terms and Conditions of Sale in the U.S.

**Price:** The price for any product (hereinafter "Product") or service shall be the price stated in the Bio-Rad Laboratories, Inc. (hereinafter "Bio-Rad") quotation. Bio-Rad's quotations are valid for ninety (90) days unless otherwise stated in the quotation. Prices stated are exclusive of all taxes, fees, licenses, duties or levies and, unless otherwise stated in the quotation, transportation charges, freight and insurance. All pricing and special offers are subject to approval by Bio-Rad's National Sales Office and are not binding until this review is complete and approval has been given. Discounts only apply to the Products and Services that are ordered under the same purchase order number or placed at one time. Educational pricing is contingent upon receipt by Bio-Rad of a signed educational voucher submitted with the purchase order. The attached quotation supersedes/cancels all previous quotations on the Products and Services stated in the quotation and the above price quotation number must be referenced on your purchase order.

**Shipping and Handling:** Unless otherwise requested, all orders will ship either next day or 3 day service as appropriate on a carrier selected by Bio-Rad. Unless specifically quoted, shipping and handling charges will be prepaid and added to the invoice (PPD & Add). Wet Ice, Hazardous and Dry Ice packaging fees are prepaid and added to all invoices as appropriate. Shipping for this quote is FOB Destination.

**Warranty:** All Bio-Rad products are guaranteed to meet the specifications listed in our catalog at the time of shipment. If you have questions about specifications or performance, call the Bio-Rad Technical Support department at 1-800-4BIORAD (1-800-424-6723). Should a Bio-Rad branded product fail to meet specifications during its warranty period, it shall be repaired or replaced at Bio-Rad's discretion. Warranty periods are listed on quotations for specific products; however, instruments generally receive 1 year of warranty coverage from the date of shipment or installation. For instruments installed by Bio-Rad, The warranty start date is the date of installation or 2 months post invoice, whichever is shorter. All other warranties start on the date of invoice. Instrument warranties do not include consumable parts, such as lamps or platinum wire. Bio-Rad's warranty covers products used in BSL1 and BSL2 laboratories. Products used in BSL3 or BSL4 laboratories may be covered on a case-by-case basis after review of product use and decontamination procedures by Bio-Rad's Technical Support and Service Management. Repairs have different warranty periods. Chemicals and other consumables are warranted through their expiration date, or for 1 year from shipment if no expiration date is indicated. Non-Bio-Rad branded products, such as computer and computer peripherals, are covered by the original equipment manufacturer's warranty. Warranties are not transferable from the original purchaser. Warranty coverage may be void if the product is moved outside of the country where the product was originally purchased. An optional extended warranty program is available at additional cost, as is warranty coverage outside of the country where originally purchased. For more information, call 1-877-BIORAD1 (1-877-246-7231) for Service Sales.

THE WARRANTIES IDENTIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO BIO-RAD'S PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER ARISING FROM A STATUTE, OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, OR USAGE OF TRADE). THIS WARRANTY IS NOT TRANSFERABLE FROM THE ORIGINAL PURCHASER TO A SUBSEQUENT OWNER. FURTHER, BIO-RAD IS NOT LIABLE IN CASES OF DELIBERATE, NEGLIGENT OR ACCIDENTAL MISUSE OF ANY BIO-RAD PRODUCT, USE WITH INAPPROPRIATE REAGENTS OR CONSUMABLES, DAMAGE CAUSED BY DISASTER, REPAIR OR MODIFICATIONS DONE BY ANYONE OTHER THAN BIO-RAD. BIO-RAD DOES NOT WARRANT THAT THE USE OF THE PRODUCTS OR SERVICES WILL NOT INFRINGE THE CLAIMS OF ANY PATENTS COVERING THE PRODUCTS OR THE USE OF THESE PRODUCTS OR SERVICES IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS.

**Sales Tax:** Applicable state sales tax will be added to your order. If you have tax exempt status, please forward a copy of your exemption certificate with your first order.

**Payment Terms:** Payment terms are Net 30 days for customers with an established account. For all other customers, payment terms are as indicated on the attached quotation.

**Claims and Returns:** Bio-Rad attempts to fill, check and ship orders promptly. If errors occur, report them to Bio-Rad immediately. Any claims for damaged, missing or defective Product must be reported to Bio-Rad within 20 days from the date of receipt of the Product. In addition, buyer must promptly return a rejected Product to Bio-Rad, prepaid via Bio-Rad's preferred carrier, accompanied by a valid return authorization number obtained from Bio-Rad. For any valid claim timely made, Bio-Rad, at its option, may repair Product or replace Product with an identical or substantially similar Product. Returns may be subject to restocking fees and Bio-Rad does not accept return of erroneously ordered products that require blue or dry ice shipment.

**Force Majeure:** Bio-Rad shall not be liable for any delay or failure of performance, including without limitation, failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond Bio-Rad's reasonable control, including, but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, Bio-Rad Laboratories shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.

**LIMITATION OF LIABILITY:** BIO-RAD'S LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE BIO-RAD PRODUCTS AND SERVICES ON THE RELEVANT SALES ORDER. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL BIO-RAD BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, LOSS OF DATA, OR FOR ANY OTHER CLAIM, EXPENSE, LIABILITY OR LOSS OTHERWISE ARISING FROM ANY SALE OF PRODUCTS AND SERVICES TO YOU.

**Order Placement:** Please fax or email a copy of your order to the Bio-Rad Laboratories National Sales Office. (Mailed confirmations are not required.) Please be advised that an account must be established with Bio-Rad Laboratories Life Science Group before orders will be processed for shipment. Contact our Sales Office at 1-800-424-6723 for more information.

**Additional Terms and Conditions:** Please consult our Life Science Research Catalog under chapter "Ordering and General Information" for additional terms and conditions that apply to your purchase of Bio-Rad Products and Services.

**Note:** Quotes for Process Chromatography products and SELDI services are subject to Additional Terms and Conditions, to the extent there is a conflict between the Additional Terms and Conditions and this General Terms and Conditions, the Additional Terms and Conditions shall control. The Shipping and Handling, Warranty and Claims and Return sections of this General Terms and Conditions shall not apply to SELDI services. Please see **additional** notes on the Quote front page, or contained within the Services or Research Workplan.