

AM02 - Texas A&M University

Purchase Order

Purchase Order Number

AM02-17-P047058

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.V
E
N
D
O
RVendor Number: 00002156
Life Technologies Corporation
5791 Van Allen Way
Carlsbad, CA 92008INVOICING 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
OVET MED LARGE ANIMAL MED & SURGERY
Attn: Contact LACEY RICHARDS at (979)845-9129
LARGE ANIMAL HOSP, BLDG.1194
4475 TAMU
COLLEGE STATION, TX 778434475
US
Email: lrichards@tamu.edu
Phone: (979) 845-9129B
I
L
L
T
OATTN: 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) 845-8362Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed

TAMU Contact:

LACEY RICHARDS
PH: 979-845-9129
LRichards@cvm.tamu.edu

Life Technologies Contact:

Daniel Rosenfeld, Sales Representative
Direct Tel: 760-579-0588
Direct Email: Daniel.Rosenfeld@Thermofisher.com
Team Tel: 1-800-327-3002, option 3 then option 1

SERVICE AGREEMENT

AB Assurance (1PM)
Attune NxT Acoustic Focusing Cytometer 4 Laser
Begin Date: 02/06/2017
End Date: 02/05/2019
Serial # 1AFC201170614

>>>Reference Attached Quote # 40473306 dated 02/02/2017.<<<

Item # 1
Class-Item 938-81

1st Year AB Assurance Service Agreement for the term 2/6/2017 - 2/5/2018.

To be paid one year at a time. The first year to be paid with account 02-445891-00001.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 14,681.88	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 14,681.88

Item # 2
Class-Item 938-81

2nd Year AB Assurance Service Agreement for the term 2/6/2018 - 2/5/2019.

To be paid one year at a time. The second year to be paid with account 02-511739-00000.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 14,681.88	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 14,681.88

RECERTIFICATION

Planned Maintenance (PM) to be performed in conjunction with recertification.

Due to a lapse in coverage, the instrument is subject to recertification prior to acceptance under AB Assurance service contract.

The Planned Maintenance visit will be used in conjunction with the recertification. Once Life Technologies receives a copy of the purchase order to purchase this agreement, the Planned Maintenance service call will be scheduled. The field service engineer will perform the planned maintenance on the instrument, according to the instrument planned maintenance (PM) checklist. If repairs are required outside of the planned maintenance visit to bring the instrument up to operational specifications, those additional parts and labor will be billable at our current billable rates and will require a separate purchase order less a Discount of 25%. A 25% Discount will apply to Service Notification #320330780 with the purchase of a 2 (two) year agreement. Once the instrument is fully operational, it will be fully covered under the AB Assurance plan and any subsequent repairs would be covered at no additional charge.

The AB Assurance Service Agreement shall include:

1) Access to Remote Diagnostics service (for most Applied Biosystems instruments)

Only Thermo Fisher contract customers receive Remote Diagnostics Service. Remote Diagnostics is a real-time monitoring system that pro-actively alerts Thermo Fisher support staff and its customers when an instrument or instrument component function falls below pre-set operating parameters. Remote Diagnostics helps to reduce downtime and enables service to be scheduled prior to component failure, thereby helping to prevent sample loss, improve productivity, and maximize instrument uptime.

2) Access to TAC

Only Thermo Fisher contract customers have access to the Thermo Fisher global technical assistance center (TAC). TAC is staffed by senior service engineers and provides the highest level of expertise for troubleshooting AB's instruments, which helps to speed call resolution and assists customers in maximizing productivity.

3) Priority access to Field Applications Support (FAS)

Only Thermo Fisher contract customers receive priority Field Applications Support (FAS), from a knowledgeable, specialized staff with real life experience in actual lab settings. They will guide and assist you with your workflow and analysis.

4) Thermo Fisher uses only replacement parts certified to manufacturers OEM specifications.

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4) Thermo Fisher uses only replacement parts certified to manufacturers OEM specifications.

AB Assurance Plan Shall Include:

1. Parts, labor and travel for remedial repair.

2. No charge for planned maintenance visits. The number of planned maintenance visits is indicated in Life Technologies' (hereafter "LT") quotation (reference footnote A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3, 1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.

3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and Zone 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (reference footnote B) for call time cut off, other details, and terms and conditions).

4. Target response time of 3 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 3 business days from receipt of a service call.

5. Priority telephone and email access to instrument technical support.

6. Telephone and email access to application technical support.

7. Remote Monitoring and Dx Service, which provides for notification to customer of instrument failures or errors that are reported by AB's Remote Monitoring software.

Important Notes and Footnotes

It is customer's responsibility to provide access to Life Technologies (LT) so LT may complete service, planned maintenance, Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) Planned maintenance visits are intended to minimize the need for service calls. LT may perform more than the number of planned maintenance visits indicated in LT's quotation, at LT's discretion. Customer will not be charged for any planned maintenance visits made during the plan period, except for visits that are in addition to the number indicated in LT's quotation that are requested by customer.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within one business day for the LT Complete Plan and LT Uptime Plan and two business days for the LT Assurance Plan. The address of LT's Service Plan Administrator is

Life Technologies
 Service Plan Administrator
 6065 Sunol Blvd
 Pleasanton, CA 94566
 (e-mail: Service.Sales@UfeTech.com).

NOTE - This Purchase Order is subject to any constitutional or statutory limitations upon Texas A&M University as an agency of the State of Texas. Where Texas A&M University's terms and conditions differ from those of the supplier, they shall be enforceable only to the extent allowable by the laws of the State of Texas.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 29,363.76

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.

APPROVED
 By: Christina Asim 
 Email: c-asim@tamu.edu
 Phone#: (979) 845-3819

BUYER

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.

PO 13420
H309205

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
North American Sales and Service
Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
Carlsbad, CA 92008
Tel: 1-800-955-6288, option 3,2
Fax: 1-925-426-2051
Email: Service.Sales@LifeTech.com

TO
Angeta Bordin
TX A and M Univ
4475 TAMU
Large Animal Clinical Sciences
COLLEGE STATION TX 77843

QUOTE NO. 40473306
ORIGINAL QUOTATION OATE 02/02/2017
REVISION DATE 02/09/2017
EFFECTIVE 02/06/2017 TO 02/05/2019
PAGE 1 OF 5
QUOTE VALIO TO 02/28/2017

TELEPHONE:
FAX:
YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE OATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0010	1	ATTUNE NXT 4 LASER Begin Oate: 02/06/2017 End Date: 02/05/2019 Price includes a discount of 25.00%.	(1AFC201170614)	AB Assurance 1PM Recertification/PM	\$ 29,363.76
Total net price:					\$ 29,363.76

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title Date

Dan Rosenfeld

Service Sales Representative

TIFFANY 02/09/2017

Prepared by Date

~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.

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Life Technologies Corporation
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Attn: Service Contract Administration
Mailstop: PLE C-1
5781 Van Allen Way
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Tel: 1-800-955-6288, option 3,2
Fax: 1-925-426-2051
Email: Service.Sales@LifeTech.com

QUOTE NO. 40473306
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QUOTE VALID TO 02/28/2017

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
<p>Contract Notes:</p> <p>Your current agreement will expire on 03/14/2016.</p> <p>Previous purchase order no. No Charge Service Co.</p> <p>*****</p> <p>SPECIAL OFFER: 25/25 WELCOME BACK PROMO</p> <p>PM TO BE PERFORMED IN CONJUNCTION WITH RECERTIFICATION</p> <p>Due to a lapse in coverage, the instrument is subject to recertification prior to acceptance under AB Assurance service contract.</p> <p>The Planned Maintenance visit will be used in conjunction with the recertification. Once Life Technologies receives a copy of the purchase order to purchase this agreement, the Planned Maintenance service call will be scheduled. The field service engineer will perform the planned maintenance on the instrument, according to the instrument planned maintenance (PM) checklist. If repairs are required outside of the planned maintenance visit to bring the instrument up to operational specifications, those additional parts and labor will be billable at our current billable rates and will require a separate purchase order less a discount of 25%. 25% Discount will apply to Service Notification #320330780 with the purchase of a 2yr agreement. Once the instrument is fully operational, it will be fully covered under the AB Assurance plan and any subsequent repairs would be covered at no additional charge.</p> <p>Quotation includes 25% discount off the purchase of 1 year AB Assurance Plan.</p> <p>Pricing is contingent upon the following conditions:</p> <ol style="list-style-type: none"> 1) AB Assurance service contract period is one year. 2) P.O. total reflects Total Net Price listed on quotation. <p>*****</p> <p>The following will be included with the purchase an AB Assurance Service Agreement and is exclusive to Thermo Fisher Contract customers:</p> <ol style="list-style-type: none"> 1) Access to Remote Diagnostics service (for most Applied Biosystems instruments) <p>Only Thermo Fisher contract customers receive Remote Diagnostics Service. Remote Diagnostics is a real-time monitoring system that pro-actively alerts Thermo Fisher support staff and its customers when an instrument or instrument component function falls below pre-set operating parameters. Remote Diagnostics helps to reduce downtime and enables service to be scheduled prior to component failure, thereby helping to prevent sample loss, improve productivity, and maximize instrument uptime.</p> <ol style="list-style-type: none"> 2) Access to TAC <p>Only Thermo Fisher contract customers have access to the Thermo Fisher global technical assistance center (TAC). TAC is staffed by senior service engineers and provides the highest level of expertise for troubleshooting AB's instruments, which helps to speed call resolution and assists customers in maximizing productivity.</p> <ol style="list-style-type: none"> 3) Priority access to Field Applications Support (FAS) <p>Only Thermo Fisher contract customers receive priority Field Applications Support (FAS), from a knowledgeable, specialized staff with real</p>					

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<p>life experience in actual lab settings. They will guide and assist you with your workflow and analysis.</p> <p>4) Thermo Fisher uses only replacement parts certified to manufacturers OEM specifications.</p> <p>.....</p> <p>Please contact your Sales Representative for more information:</p> <p>Daniel Rosenfeld direct tel: 760-579-0588 direct email: Daniel.Rosenfeld@Thermofisher.com Team tel: 1-800-327-3002, option 3 then option 1</p> <p>.....</p> <p>Lock in today's service contract price for 2 or more years. ADDITIONAL DISCOUNTS APPLY FOR MULTIPLE YEAR CONTRACTS.</p> <p>.....</p> <p>To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.</p> <p>-Payment is due 30 days from invoice date. -Applicable taxes are extra.</p> <p>.....</p>					

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Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

AB Assurance Plan

1. Parts, labor and travel for remedial repair.
2. No charge for planned maintenance visits. The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
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<p>To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.</p> <p>This quotation, and Life's INSTRUMENT SERVICES TERMS and CONDITIONS (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.</p> <p>Life's Instrument Services Terms and Conditions can be found on Life's website at http://www.lifetechnologies.com/termsandconditions under the "terms and conditions" link at the bottom of Life's webpage.</p> <p>If you have any questions, please visit our website at www.lifetechnologies.com.</p>					