PURCHASE ORDER

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

P.O. Box 30013, College Station, TX 77842-3013, Phone 979-845-4534, FAX 979-845-3800

Order Date 07/31/2017

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Include PO number on all Correspondence and packages

P700137

23

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN THE
BID INVITATION.

VENDOR ******6000

WATSON-MARLOW INC PO BOX 200229

PITTSBURG, PA 15251-0229

ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER. INVOICE (IN DUPLICATE) TO AGENCY BELOW

TEXAS A&M HEALTH SCIENCE CTR

CIADM

ATTN: SHARON MOORE CLINICAL BUILDING 1

8441 RIVERSIDE PKWY STE 3200

BRYAN TX 77807

SHIP TO:

TEXAS A&M HEALTH SCIENCE CTR

PIF

3939 BIOMEDICAL WAY

ATTN: MIKE JONES

COLLEGE STATION TX 77845

ANY EXCEPTION TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY HUB & PROCUREMENT SERVICES \underline{PRIOR} TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

| Item | Description | Quantity. | UOM | Unit Price | Ext Price |
|------|---|-----------|-----|------------|-----------|
| | USER REF: 486000-02430 | | | | |
| | PAYMENT TERMS: NET 30 THE TEXAS A&M HEALTH SCIENCE CENTER WILL INCUR NO LATE PAYMENT PENALTY IF PAYMENT IS MADE WITHIN THIRTY (30) DAYS FROM RECEIPT OF GOODS OR SERVICES AND AN UNCONTESTED INVOICE. | | | | |
| | BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO ALL TEXAS A&M UNIVERSITY TERMS AND CONDITIONS LOCATED AT THE FOLLOWING URL: PURCHASING.TAMU.EDU/MEDIA/123743/BIDTAMU.PDF | | | | |
| | IN THE EVENT OF A CONFLICT BETWEEN THE PARTIES! TERMS AND CONDITIONS, VENDOR SPECIFICALLY AGREES TO BE BOUND BY THE LAWS OF THE STATE OF TEXAS. | | | | |
| | THIS PURCHASE ORDER REFERENCES INVITATION FOR BID CIADM-17-019 INCLUDING ALL THE TERMS AND CONDITIONS OF THE ORIGINAL BID | | | | |
| | CONTRACT RIDER: | | | | |
| | WATSON-MARLOW (VENDOR) ACKNOWLEDGES THAT THE WORK AND SERVICES BEING PERFORMED UNDER THIS PURCHASE ORDER ARE FOR THE BENEFIT OF TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER AND FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC (FDBT). IN ADDITION, VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT FDBT IS AN EXPRESSLY INTENDED THIRD-PARTY BENEFICIARY OF THE PURCHASE ORDER. VENDOR AGREES THAT FDBT'S STATUS AS INTENDED THIRD-PARTY BENEFICIARY DOES NOT CONSTITUTE OR CREATE A CONTRACTUAL | | | | |
| SAK | | | | | |

DESTINATION FRT INCLUDED

Texas A&M University Health Science Center cannot accept collect freight shipments.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE

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 elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. Neither substitutions nor cancellations permitted without prior approval.

The State of Texas is exempt from all Federal Excise Taxes

STATE AND CITY SALES TAX EXEMPTIONS CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.

Terms:

PURCHASING AGENT FOR
TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER

TEXAS A&M UNIVERSITY

HEALTH SCIENCE CENTER

Order Date 07/31/2017

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VENDOR

VENDOR

******6000 WATSON-MARLOW INC PO BOX 200229 15251-0229 PITTSBURG, PA

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INVOICE (IN DUPLICATE) TO AGENCY BELOW

BRYAN TX 77807

TEXAS A&M HEALTH SCIENCE CTR CIADM

ATTN: SHARON MOORE CLINICAL BUILDING 1 8441 RIVERSIDE PKWY STE 3200

SHIP TO:

TEXAS A&M HEALTH SCIENCE CTR PIF 3939 BIOMEDICAL WAY

ATTN: MIKE JONES COLLEGE STATION TX 77845

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PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

| | HUB & PROCUREMENT SERVICES FRIOR TO SIM TIMO. | | era eran eran era | Transmission wild the target light from | |
|------|---|----------|-------------------|---|-----------|
| Item | Description | Quantity | UOM | Unit Price | Ext Price |
| | RELATIONSHIP BETWEEN FDBT, ON ONE HAND, AND VENDOR, ON THE OTHER HAND, AND DOES NOT ALLOW VENDOR TO ENFORCE THE PURCHASE ORDER DIRECTLY AGAINST FDBT. HOWEVER, VENDOR AGREES THAT FDBT, AS AN INTENDED THIRD-PARTY BENEFICIARY SHALL BE ENTITLED TO FULL AND DIRECT PERFORMANCE FROM VENDOR OF THE PURCHASE ORDER AND ALL WARRANTIES PROVIDED THEREIN. SPECIFICALLY, IN THIS REGARD, VENDOR ACKNOWLEDGES AND AGREES THAT VENDOR SHALL BE DIRECTLY AND FULLY RESPONSIBLE TO FDBT FOR THE WORK AND SERVICES PROVIDED BY VENDOR ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER. IN ADDITION, VENDOR HEREBY AGREES THAT ALL-INSURANCE COVERAGES PROCURED BY VENDOR UNDER THE PURCHASE ORDER SHALL INCLUDE AND RUN TO THE BENEFIT OF FDBT TO THE SAME EXTENT AS TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER. | | | | |
| | VENDOR MAY NOT AMEND, MODIFY, RETRACT, OR TERMINATE SUCH STATUS OF FDBT WITHOUT THE PRIOR CONSENT OF FDBT, WHICH CONSENT MAY BE WITHHELD IN ITS DISCRETION. | | | | |
| 1 | Watson Marlow Peristaltic 500 Series Pump 530BPN/R2,050.916N.2LA | 3 | EA | 8,350.000 | 25,050.00 |
| 2 | Frt Charge FOB DESTINATION | 3 | FRT | 75.000 | 225.00 |
| | | | | TOTAL | 25,275.00 |
| | VENDOR REF: PETER LAMBERT | | | | |
| SAK | | | | | |

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PURCHASING AGENT FOR TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER