



### Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
<b>Aug 5, 2017</b>	<b>AB0320321</b>	<b>0</b>
<b>Contact instructions for questions regarding this Purchase Order:</b> If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
<b>Buyer Contact:</b>		
<b>Buyer</b>	<b>Buyer Email</b>	<b>Buyer Phone Number</b>
cka - Asim, Christina	c-asim@tamu.edu	979.845.3819
<b>Customer Contact:</b>		
Name:	Anila Zaidi	
Email:	azaidi@cvm.tamu.edu	
Phone:		

### Order acceptance instructions:

**Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping.**

Supplier Information		Delivery Information	
Supplier Name	CARL ZEISS MICROSCOPY LLC	<b>Delivery Address</b>	
Address	ONE ZEISS DR THORNWOOD, NY 10594 US	TAMUS Member:	02-Texas A&M University (02)
Phone	+1 800-233-2343	Attn	Anila Zaidi
Fax	+1 914-681-7664	Vet Med Dean	
FOB / FREIGHT	Destination	VICI Bldg 1814	
Pre-Pay & Add	Yes	Room	101
Payment Terms	0, Net 30	664 Raymond Stotzer Pkwy	
Contract Number - Header	<i>no value</i>	4461 TAMU	
Contract Number - Line	<i>no value</i>	College Station, TX 77843-4461	
Quote number		United States	
		<b>Delivery Information</b>	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

### Notes to Supplier

#### Shipping Instructions

Attachments for supplier

Zeiss Quote # 8450024286 - 13 months-.pdf

#### PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	113	FOB-DEST/FRT-PP&ALLOW	FOB Destination, Freight Prepaid and Allowed
	242	Equal Opportunity for Qualified Individuals	This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	FY18-Service Agreement for Zeiss LSM 780 for the Term 8/1/2017-8/31/2018; Serial # 2504000614; Location: Texas A&M-College of Vet Med, 402 Raymond Stotzer Pkwy, Bldg 1026, Rm B12J, College Station, TX 77843; SEE ATTACHED QUOTE # 8450024286 FOR DETAILS.	Term 8/1/2017 - 8/31/2018	MON	1,850.45 USD	13 MON	24,055.85 USD
Total						<b>24,055.85 USD</b>

Billing Information	Billing Address
To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail abvendorhelp@tamu.edu.  Invoice must include the PO/Reference number shown above.	Texas A&M University-Accounts Payable ***Do Not Mail Invoices***  Email invoices to invoices@tamu.edu 750 Agronomy Road - Suite 3101 6000 TAMU College Station, TX 77843-6000 United States



Carl Zeiss Microscopy, LLC ■ Thornwood 10594

Texas A&M University  
6000 TAMU  
Rola Mouneimne  
750 Agronomy Rd Ste 3101  
COLLEGE STATION TX 77843-0001  
USA

Carl Zeiss Microscopy, LLC  
One Zeiss Drive  
Thornwood 10594

**Your commercial contact:**

Name: Nancy Rivera  
Telephone: +1 (914) 681-7799  
Email: nancy.rivera@zeiss.com

**Your technical contact:**

Name: Percel Halley  
Telephone: +1 (800) 233-2343  
Email: percel.halley@zeiss.com

Date: 06/08/2017  
Page: 1 of 5

## Service Contract Quotation

**Quotation Number:** 8450024286

**Customer Number:** 852959

**Contract Start Date:** 08/01/2017

**Contract End Date:** 08/31/2018

Protect Premium Service Agreement:

- One (1)\* preventative maintenance inspection per agreement year. This includes all labor and travel associated with conducting this PM inspection visit.
- All labor and travel related charges associated with any service visit in addition to the PM visit as may be required during the contract year, is included.
- All covered replacement part.
- 10% Discount on Consumable Purchases.
- 10% Discount on Instrument Upgrades
- Software version upgrades when available for LSM, EM and XRM service agreements (excludes platform upgrades)
- Scheduled and emergency service performed between the hours of 8:00 AM and 5:00 PM Monday through Friday excluding Carl Zeiss Microscopy, LLC holidays.
- Factory trained Customer Support Engineers

Customer	and	Contractor
Texas A&M University 6000 TAMU 750 Agronomy Rd Ste 3101 COLLEGE STATION TX 77843-0001 USA		Carl Zeiss Microscopy, LLC One Zeiss Drive THORNWOOD 10594 USA



*Please update the location  
of the equipment to the  
address below.  
Thanks, Christina Asim*

Quotation No: 8450024286  
Date: 06/08/2017  
Page: 2 of 5

Instrument	Site Address	Customer Inventory #	Serial #
LSM 780	Texas A&M 4461 Tamu COLLEGE STATION TX 77843 USA VMA BLDG 1026	<b>Texas A&amp;M - College of Vet Med 402 Raymond Stotzer Pkwy Building 1026, Room B12J College Station, TX 77843-4461 USA</b>	2504000614

Item	Product ID / Product Description	Quantity
1010	000000-1912-855 Protect premium LSM 780	1 PC
1020	000000-1912-874 Protect premium Research Microscope mot	1 PC
1030	000000-1912-854 Protect premium 405/440nm CW Laser	1 PC

### Billing Plan

Settlement Period	Bill Date	Net Value (USD)
Annually	08/01/2017	22,205.40
Annually	08/01/2018	1,850.45

Total Price		28,301.00 USD
Order Discount %	-15.00% of	28,301.00 USD
<b>Total excluding Taxes</b>		<b>24,055.85 USD</b>

**This offer is valid until: .**

In accordance with the applicable export control regulations including the stipulations of European and US export control law, this quotation shall only become effective in the event of a sales ban if this ban is lifted, or shall only become effective in the event that a sale is subject to a license if all required official licenses are granted. If the agreement does not come into force on the basis of applicable export control regulations, any claims against us, in particular claims for damages, shall be excluded.



Quotation No:	8450024286
Date:	06/08/2017
Page:	3 of 5

## TERMS AND CONDITIONS

### 1. WHAT IS COVERED UNDER THIS AGREEMENT

(capitalized terms below will correspond to the titles on the signature page of this Agreement ("Signature Page")).

During the Coverage Period, Carl Zeiss Microscopy, LLC ("ZEISS") will provide services for the equipment described in Attachment 1 ("Equipment") as follows:

1.1 Description ZEISS will provide the service(s) ("Service(s)") described on the Coverage Details section of the Signature Page.

1.2 Preventative Maintenance.

If specified under Coverage Details and for Agreements with a Coverage Period longer than 6 months, ZEISS will provide preventative maintenance ("PM") for the Equipment; PM will include those actions that ZEISS deems necessary to ensure the Equipment performs properly. PM is provided during Normal Hours and may be provided concurrently with a remedial maintenance visit.

1.3 Time of Service

Service(s) will be provided during ZEISS's normal working hours (i.e. 8:00 AM – 5:00 PM local time Monday through Friday, except ZEISS recognized holidays)("Normal Hours"). At the Customer's request, ZEISS can provide Service(s) outside of Normal Hours, subject to charges for overtime labor (with a minimum 2 hour labor charge), travel and expenses.

1.4 Covered Replacement Part(s).

As included in the Coverage Details, ZEISS will provide the covered replacement parts required to perform the Service(s) ("Part(s)"). Part(s) may be new or rebuilt, at ZEISS's discretion, but will always meet original Equipment specifications.

### 2. WHAT IS NOT COVERED UNDER THIS AGREEMENT

2.1 ZEISS's obligations do not apply:

(a) to repairs arising from (i) Customer's (employees, agents, invitees) intentional acts or negligence; (ii) service by anyone other than ZEISS's authorized personnel; (iii) Customer peripherals not provided by ZEISS; or (iv) misuse of the Equipment, including, without limitation, use for any application or function for which it was not designed.

(b) to repairs to accessories, attachments, supplies, or other devices not furnished by ZEISS.

(c) to electrical work external to the Equipment.

(d) to repair caused by Customer's moving the Equipment or from an Excusing Event (defined below).

(e) to third party ("OEM") items (e.g.: EDS, water chillers, compressors, CCD cameras, monitors), which are only covered to the extent of the OEM warranty, unless ZEISS specifically extends coverage.

(f) to consumable items with a limited life (e.g.: light bulbs, batteries, emitters), unless ZEISS specifically extends coverage.

2.2 Force Majeure.

Neither party is responsible for any failure to perform or delayed performance of any part of this Agreement if performance is prevented, hindered, or delayed by reason of any cause beyond the reasonable control of ZEISS or Customer ("Excusing Event") including, without limitation, labor disputes, strikes, other industrial disturbance, acts of God, floods, shortages of materials, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, public health risk, quarantine, embargoes, laws, blockages, actions, restrictions and regulations or orders of any government, government agency or subdivision.

### 3. WHAT CUSTOMER MUST DO UNDER THIS AGREEMENT

3.1 Access.

Customer will allow ZEISS reasonable access to the Equipment during Normal Hours (if applicable, including remote electronic access through appropriate protocols). ZEISS and Customer will work together to schedule convenient times for repair. If Customer does not allow ZEISS access to the Equipment, Customer may be charged at ZEISS's standard labor rates for lost time and travel.

3.2 Representative.

Customer must have a knowledgeable representative with signature authority available to accept the satisfactory completion of work performed and to authorize billing.

3.3 Biosafety Hazards.

Customer will notify ZEISS if Services are to be provided in a biohazard environment. Customer will provide ZEISS's personnel with appropriate PPE and/or site specific information or training to address such hazardous conditions. If the Equipment is exposed to biosafety hazards during use, then the Customer will decontaminate the Equipment before ZEISS provides Service(s).

3.4 Vacuum Contamination.

As applicable, Customer will perform and provide ZEISS with a Declaration of Contamination for all vacuum related parts that are replaced. Failure to provide this Declaration will result in an additional charge for the Part(s).

3.5 Payment.

Customer will pay the total amount due for each service relationship arising under this Agreement, including those Services provided outside of Normal Hours or outside of coverage, including all applicable Federal, State and Local taxes within 30 days of invoice.



Quotation No:	8450024286
Date:	06/08/2017
Page:	4 of 5

#### 4. LIMITED WARRANTY: DISCLAIMER; LIMITATION OF LIABILITY.

##### 4.1 Limited Warranty.

During the Coverage Period, ZEISS warrants that: all repair services will be performed by trained technicians, in a good and workmanlike manner, and that parts and repair services will be free from defects in material and workmanship. Except as limited above, during the Coverage Period, ZEISS will correct any repair to Equipment that fails to function after ZEISS performed repair services. This limited warranty gives Customer specific legal rights. Non-institutional Customers may have other rights, which vary from state to state.

##### 4.2 Disclaimer of Warranty.

ZEISS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES OR PARTS PROVIDED BY ZEISS UNDER THIS AGREEMENT. For Software components, ZEISS does not guarantee that the software will operate without interruption, or be free from errors or defects of code.

##### 4.3 Remedy.

If ZEISS breaches any warranty or obligation under this agreement, its sole obligation will be to make all necessary adjustments, repairs and replacements in accordance with the terms of this Agreement and to replace any defective parts installed under this agreement, or if unable to repair or replace parts due to unavailability, to terminate and refund the prorated balance of this Agreement. If ZEISS damages an item of the customers physical property while performing Services (e.g. damage a monitor), ZEISS will pay the Customer the cost to repair or replace that item, but not the costs arising in consequence of that damage (see 4.4.).

##### 4.4 Limitation of Liability.

ZEISS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION (AND WHETHER DIRECT OR CONSEQUENTIAL DAMAGES) LOSS OF USE OF THE EQUIPMENT OR LOSS OF PROFITS.

This provision may not affect third party claims for bodily injury or death arising in products liability or from ZEISS's gross negligence. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply.

#### 5. TERM AND TERMINATION.

The term of this Agreement is the Coverage Period. This Agreement may also be terminated:

- (a) At any time upon mutual consent in writing;
- (b) By either party if the other party fails to correct a default of this Agreement for thirty (30) days after notice of such default is given to the defaulting party;
- (c) By either party upon giving ninety (90) days' prior written notice to the other party. If Customer terminates under this provision, Customer will pay a fee of 25% of the remaining balance of the Agreement upon termination.
- (d) By ZEISS due to lack of available parts or commercial impracticability to obtain parts; ZEISS will return to Customer the prorated balance of the Service Agreement paid to ZEISS.

#### 6. MISCELLANEOUS

##### 6.1 Assignment.

Customer may not assign its rights and obligations under this Agreement. ZEISS will not assign its rights or obligations under this Agreement without prior notice to Customer, except to entities under common control with ZEISS.

##### 6.2 Waiver.

If either party fails to exercise a right or insist on strict performance under this Agreement on one occasion, that party may still exercise that right, or insisting on performance of that obligation on any other occasion; nor will this Agreement be modified in any way by such failure to exercise a right or insist on strict performance under this Agreement.

##### 6.3 Written Agreement.

This Agreement contains the entire understanding between the parties; supersedes any prior agreements, written or oral, between the parties, and, except as provided herein, may be amended or altered only by a mutually signed writing.

##### 6.4 Governing Law.

The validity and interpretation of this Agreement is governed by the laws of the State of New York. The venue and procedural laws applying to any conflict arising from this Agreement will be determined by a court of competent jurisdiction.

##### 6.5 Unenforceable Provisions.

If any part of this Agreement or its application becomes illegal, unenforceable, or void, such provision will be changed and interpreted so as to best accomplish the objectives of that provision to the extent allowed by law, and the remaining provisions of this Agreement will continue in full force and effect.

##### 6.6 Counterparts and Facsimile Signature.



Quotation No:	8450024286
Date:	06/08/2017
Page:	5 of 5

This Agreement may be signed by any number of counterparts, but will be considered duly executed when signed by both parties. This Agreement may be duly executed by faxed or .PDF scanned signatures.

#### 6.7 Controlling Terms.

This Agreement will supersede any provisions, terms and conditions contained on any confirmation or purchase order, acceptance, acknowledgment or other writing buyer may give or receive. If Customer uses a purchase order to accept this Agreement, the terms and conditions on this Agreement will control and the Customer's purchase order will serve only as an acceptance of this Agreement by the Customer.

#### 7. CONFIDENTIALITY

ZEISS and the Customer shall maintain the confidentiality of any information exchanged between them (or their respective employees or agents) relating to the business, customers and/or patients of the disclosing party, including but not limited to know-how, technical data, processes, software, techniques, developments, inventions, research products and plans for future developments, proprietary matters of a business or technical nature, as well as the Agreement and its terms (including the pricing and other financial terms under which the customer will be obtaining the Service(s) hereunder)("Confidential Information"). Confidential Information also includes all written materials (including correspondence, memoranda, manuals, training materials, notes and notebooks) and all computer software, models, mechanisms, devices, drawings or plans which may be disclosed or made available embodying Confidential Information. All Confidential Information will be and remain the sole and exclusive property of the disclosing party. Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's Confidential Information to its employees and agents having a need to know this information. Confidential Information shall not include any information or data which (i) is or becomes public knowledge (through no fault of the receiving party or any of its employees or agents), (ii) is made available to the receiving party by an independent third party without any obligations of confidentiality, (iii) is already in the receiving party's possession at the time of receipt from the disclosing party (as such prior possession can be properly demonstrated by it), or (iv) is required by the law to be disclosed, provided that the receiving party gives the disclosing party advance notice of the requirement for disclosure so that the disclosing party can take whatever action it deems necessary to protect the disclosure of its Confidential Information. In addition, this confidentiality provision shall not apply to any action brought by either party to enforce the terms of the Agreement against the other party.

Any unauthorized use, disclosure or misappropriation of any Confidential Information by the receiving party in violation with the foregoing may result in irreparable and continuing damage to the disclosing party; in the event of such breach, the disclosing party shall be entitled to obtain immediate injunctive relief and any other relief or remedies to which it may be entitled. The Receiving Party waives any requirement that the disclosing party post a bond or other security in connection with any petition filed by the disclosing party for injunctive relief. In the event that a court of competent jurisdiction determines that the receiving party has breached this provision, then the receiving party shall reimburse the disclosing party for the costs of any court proceedings and all reasonable attorneys' fees.