

Revised Purchase Order**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.

Digitally signed by Christina Asim, Buyer II
DN: cn=Christina Asim, Buyer II, o=Texas A&M
University, ou=Procurement Services, email=c-
asim@tamu.edu, c=US
Location: Texas A&M University
Date: 2017.08.17 14:37:11 -05'00
Adobe Acrobat version: 11.0.17

Christina Asim, Buyer II

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	PerkinElmer	Delivery Address	
Address	710 BRIDGE AVE SHELTON, CT 06484 US	TAMUS Member:	02-Texas A&M University (02)
Phone	+1 800-762-4000	Attn	Sarah McLaughlin
Fax	+1 203-944-4904	Small Animal Clinical Sciences	
FOB / FREIGHT	Destination	Small Animal Hosp	
Pre-Pay & Add	Yes	Room	
Payment Terms	0, Net 30	4474 TAMU	
Contract Number - Header	<i>no value</i>	College Station, TX 77843-4474	
Contract Number - Line	<i>no value</i>	United States	
Quote number		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier**Shipping Instructions**

Attachments for supplier

PerkinElmer Quote # 40598480_20170605_2125_2.pdf

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	113	FOB / FREIGHT	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 2	FY18 - Service Agreement for Wizard2 10-Decector, 1000 Samples - SN 24700021 for the term 09/01/2017 thru 08/31/2018; Comprehensive Coverage - 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.; Ref Quote # 40598480	Serial Number 24700021	YR	6,936.00 USD	1 YR	6,936.00 USD
2 of 2	FY18 - Service Agreement for Wizard2 10-Decector, 1000 Samples - SN SGWZ34140185 for the term 09/01/2017 thru 08/31/2018; Comprehensive Coverage - 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.; Ref Quote # 40598480	Serial Number SGWZ34140185	YR	6,280.93 USD	1 YR	6,280.93 USD
Total					13,216.93 USD	

Billing Information	Billing Address
<p>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.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University- Accounts Payable ***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamu.edu 750 Agronomy Road - Suite 3101 6000 TAMU College Station, TX 77843-6000 United States</p>



PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

**ONESOURCE LABORATORY
SERVICES**

Quotation Number
40598480

Quotation Date
05/04/2017

Your Prior Agreement
35415789

Quote Expiration Date
10/01/2017

Customer Contact
ROBYNNE GOMEZ

Your Prior PO Number
AM02-16-P029577

Telephone Number
979-862-2861

Fax Number

QUOTATION - SEE COVERAGE PLAN(S) BELOW

Site Address:

ROBYNNE GOMEZ
TEXAS A & M UNIVERSITY
SMALL ANIMAL CLINICAL SCIENCES
SMALL ANIMAL HOSP BLDG 1085
4474 TAMU
COLLEGE STATION TX 77843-4474
USA

Invoicing Address (if different)

TEXAS A & M UNIVERSITY
FINANCIAL MANAGEMENT OPERATIONS
ATTN: ACCOUNTS PAYABLE
750 AGRONOMY RD STE 3101 6000 TAMU
COLLEGE STATION TX 77843-6000
USA

Site Number
100542789

Customer Number
4005199

Payment Terms	Coverage Period	Billing Plan	Page Number
Due Upon Receipt	09/01/2017 to 08/31/2018	Yearly	1 of 3

Line	Quantity	Model	Description	List Price	Net Price
10	1	WIZARD24700200	WIZARD2 10-DECECTOR, 1000 SAMPLES 09/01/2017 to 08/31/2018 Serial Number (24700021) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	6,936.00	6,936.00
20	1	WIZARD24700200	WIZARD2 10-DECECTOR, 1000 SAMPLES 10/05/2017 to 08/31/2018 Serial Number (SGWZ34140185) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	6,280.93	6,280.93
Gross Price					13,216.93
Net Price					13,216.93
Note: taxes will be applied to your invoice if applicable					



PerkinElmer Health Sciences, Inc. ("PerkinElmer") - Service Agreement Terms and Conditions

- 1. TERMS OF AGREEMENT:** These Service Agreement Terms and Conditions (this "Agreement") shall govern all orders for and purchases of services and parts under a PerkinElmer Service Plan ("Services") and shall prevail over any pre-printed, standard or other terms set forth in Buyer's purchase order or any other document not signed by an authorized representative of PerkinElmer, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument regarding the purchase of Services in response to PerkinElmer's quotation or any other PerkinElmer document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.
- 2. REASONABLE EFFORTS:** PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by PerkinElmer and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of PerkinElmer.
- 3. TERM; TERMINATION:** PerkinElmer may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by PerkinElmer in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by PerkinElmer in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to any account with PerkinElmer, PerkinElmer may, upon written notice to Buyer, suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by Buyer, Buyer's total payment obligation to PerkinElmer under this Agreement shall equal the greater of (i) the total price of Services actually performed and expenses actually incurred in servicing the covered equipment under the Services Plan, calculated at PerkinElmer's sole discretion and (ii) the prorated price of the Service Plan from its effective date to the date of termination, plus 15% of the total fee paid for the underlying Service Plan, not to exceed the total value of the underlying Service Plan.
- 4. PAYMENT:** Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are agreed in writing by PerkinElmer and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If PerkinElmer retains a collection agency and/or attorney to collect unpaid amounts, PerkinElmer may invoice Buyer for, and Buyer shall pay, all costs of collection including, without limitation, reasonable attorneys' fees.
- 5. WARRANTY; LIMITATION OF LIABILITY:** PerkinElmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **PERKINELMER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PERKINELMER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS REPERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT PERKINELMER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.**
- 6. EXCLUSIONS:** Service Plans do not include software or firmware upgrades, except where specifically included in PerkinElmer's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by PerkinElmer; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than PerkinElmer authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in PerkinElmer's quotation.
- 7. CONSUMABLES:** The cost of consumables supplied by PerkinElmer in performing the Services are the responsibility of Buyer unless otherwise stated in PerkinElmer's quotation. Consumables include PerkinElmer's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.
- 8. INSTRUMENT RECERTIFICATION:** PerkinElmer may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.
- 9. TRAINING; INSTRUMENT RELOCATION:** Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by PerkinElmer in any particular case.
- 10. ASSIGNMENT; GOVERNING LAW:** Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer. This Agreement and any underlying Service Plans shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
- 11. AMENDMENT; ENTIRE AGREEMENT:** No amendment or modification of this Agreement shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. This Agreement, together with PerkinElmer's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and PerkinElmer's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.



ONESOURCE LABORATORY
SERVICES

PerkinElmer®
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40598480

Quotation Date
05/04/2017

Your Prior Agreement
35415789

Quote Expiration Date
10/01/2017

Customer Contact
ROBYNNE GOMEZ

Your Prior PO Number
AM02-16-P029577

Telephone Number
979-862-2861

Fax Number

QUOTATION - SEE COVERAGE PLAN(S) BELOW

Site Address:

ROBYNNE GOMEZ
TEXAS A & M UNIVERSITY
SMALL ANIMAL CLINICAL SCIENCES
SMALL ANIMAL HOSP BLDG 1085
4474 TAMU
COLLEGE STATION TX 77843-4474
USA

Invoicing Address (if different)

TEXAS A & M UNIVERSITY
FINANCIAL MANAGEMENT OPERATIONS
ATTN: ACCOUNTS PAYABLE
750 AGRONOMY RD STE 3101 6000 TAMU
COLLEGE STATION TX 77843-6000
USA

Site Number
100542789

Customer Number
4005199

Payment Terms
Due Upon Receipt

Coverage Period
09/01/2017 to 08/31/2018

Billing Plan
Yearly

Page Number
2 of 3

Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
09/01/2017	6,936.00
10/05/2017	6,280.93
Total billed	13,216.93

Customers can also elect to pay either monthly, quarterly, or semi-annually over the entire coverage period, however an administrative surcharge will be applied to each invoice.

<u>Billing Plan</u>	<u>Invoice frequency</u>	<u>Total invoiced amount</u>
Single contract invoice		13,216.93



PerkinElmer Contact information

Quoted by: ALEX HALTERS
Telephone: 615-387-9029-...
Fax Number: 203-944-4983
Email: alex.halters@perkinelmer.com
Zone: Zone 1
Region: W Texas/Gulf Svcx
Location: USTX09



ONESOURCE LABORATORY
SERVICES

PerkinElmer®
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40598480

Quotation Date
05/04/2017

Your Prior Agreement
35415789

Quote Expiration Date
10/01/2017

Customer Contact
ROBYNNE GOMEZ

Your Prior PO Number
AM02-16-P029577

Telephone Number
979-862-2861

Fax Number

QUOTATION - SEE COVERAGE PLAN(S) BELOW

Site Address:

ROBYNNE GOMEZ
TEXAS A & M UNIVERSITY
SMALL ANIMAL CLINICAL SCIENCES
SMALL ANIMAL HOSP BLDG 1085
4474 TAMU
COLLEGE STATION TX 77843-4474
USA

Invoicing Address (if different)

TEXAS A & M UNIVERSITY
FINANCIAL MANAGEMENT OPERATIONS
ATTN: ACCOUNTS PAYABLE
750 AGRONOMY RD STE 3101 6000 TAMU
COLLEGE STATION TX 77843-6000
USA

Site Number
100542789

Customer Number
4005199

Payment Terms
Due Upon Receipt

Coverage Period
09/01/2017 to 08/31/2018

Billing Plan
Yearly

Page Number
3 of 3

Additional Notes:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail:

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Mail Stop 75
Shelton, CT 06484-4794

By Fax: 203-944-4983

OR

By E-mail: alex.halters@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

See Purchase Order AB0322018

Date _____

Signature of Authorized Individual

Date _____

Print Name and Title

Date _____

Customer Purchase Order Number

Date _____

PerkinElmer Representative