



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.

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	DIAGNOSTICA STAGO INC	Delivery Address	
Address	5 Century Dr. Parispany, NJ 07054 US	TAMUS Member:	02-Texas A&M University (02)
Phone	+1 800-222-2624	Attn	Mclaughlin/Lidbury
Fax	+1 973-426-9460	Small Animal Clinical Sciences	
FOB / FREIGHT	Destination	Small Animal Hosp	
Pre-Pay & Add	Yes	Room	GI Lab - Basement
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

Note to Supplier

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 and shall be governed by the Laws of the State of Texas.

Attachments for supplier

TAMU.BID.TERMS.WEB (REV 11-17-16).pdf

Stago Quote # DSI10714 Vizient MedAssets.pdf

PO Clauses

Header	Clause ID	Description	Text
	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 3	STA Compact Max ES (Item # 58990ES); Pricing per MedAssets/Vizient GPO Contract #LB0171. See attached Stago Proposal # DSI10714 for details.	Item # 58990ES	EA	40,000.00 USD	1 EA	40,000.00 USD
2 of 3	1215 - Method Validation Routine (Item # 08428); Pricing per MedAssets/Vizient GPO Contract #LB0171. See attached Stago Proposal # DSI10714 for details.	Item # 08428	EA	3,570.00 USD	1 EA	3,570.00 USD
3 of 3	SHIPPING-FOB DEST, Prepaid & Added. Risk of loss shall pass from the seller to TAMU when the products are delivered to the destination specified on the purchase order. All equipment must be fully insured against loss or damage during shipment.	Instrument Freight Cost	EA	1,058.61 USD	1 EA	1,058.61 USD
Total					44,628.61 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>

STA R Max

STA Compact Max



**Prepared For: Texas A&M University
Jonathan Lidbury**

**Prepared By: David Ahmed, HT(ASCP)
Hemostasis Systems Specialist
973-723-5123
email: david.ahmed@us.stago.com**

Date: May 16, 2017

Proposal Valid for Ninety Days from Above Date

Proposal Number: DSI10714



AGREEMENT FOR THE SUPPLY OF REAGENTS & DISPOSABLES,
INSTRUMENTS & SERVICE

SIGNATURE PAGE

This Agreement is entered into by and between **Diagnostica Stago, Inc.**, a Delaware corporation with its principal place of business at Five Century Drive, Parsippany, NJ 07054 (hereafter "Stago U.S."), and the **Customer**, as identified hereunder, together referred to as the "Parties" and individually as a "Party."

Customer Name: Jonathan Lidbury
Group Name:
Gastrointestinal Laboratory, College of Vet Medicine & Biomedical Sciences
Customer's Address: 408 Raymond Stotzer Parkway (4474 TAMU)
College Station, TX 77845-4474

GROUP PURCHASING ORGANIZATION (GPO): Vizient
(Customer's primary buying organization)

Stago U.S. is the exclusive distributor in the United States of America of DIAGNOSTICA STAGO's hemostasis and coagulation in vitro diagnostic reagents ("Reagents"), instruments ("Instruments"), disposable and consumable items ("Disposables"), spare parts and accessories ("Accessories") as well as related services (collectively referred to as "Products").

Customer wishes to purchase or rent or lease certain Products as provided for in this Agreement.

In addition to the present Signature Page, this Agreement is composed of the following sections, which are attached and incorporated herein by reference:

- PRODUCT SELECTION
- FINANCIAL OPTIONS
- ANNUAL SUPPLY LIST
- SERVICE TERMS
- COMMERCIAL TERMS
- LEGAL TERMS
- ADDITIONAL ITEMS AND/OR SERVICES

Each person signing below certifies that he/she is duly authorized to sign this Agreement and bind the respective Party to the terms herein.

<u>Diagnostica Stago, Inc.:</u> By: _____ Print: _____ Title: _____ Dated: _____, 20____	<u>Customer:</u> By: See Texas A&M University Purchase Order * Print: _____ Title: _____ Dated: _____, 20____
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*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 and shall be governed by the Laws of the State of Texas.

PRODUCT SELECTION – SINGLE SITE

In the following Product Selection table:

- Choice of Warranty and Post Warranty Service Plan: A (Comprehensive), B (Basic) or C (Preventive Maintenance).
- Instrument Usage: P (Primary), B (Back-up) or A (Alternate)

Account (Site Name):	Texas A&M University
Shipping Address:	Gastrointestinal Laboratory, College of Vet Medicine & Biomedical Sciences 408 Raymond Stotzer Parkway (4474 TAMU) College Station, TX 77845-4474
Customer Number:	S03058

Item #	Description	2017 List Price	Customer Price	Qty	Total	Warranty Plan 12 Months	Post Warranty Plan	Duration of Post Warranty Service (months)	Instrument Usage
58990 ES	STA Compact Max ES	\$154,669.00	\$40,000.00	1	\$40,000.00	A	B	48	P
08428	1215 - Method Validation Routine	\$5,722.00	\$3,570.00		\$3,570.00				
	Instrument Freight Cost		\$1,058.61	1	\$1,058.61				
Total Price:					\$44,628.61				

The Method Validation items are offered at a: 100 % discount.

FINANCIAL OPTIONS

- INSTRUMENT CAPITAL PURCHASE

Under the Instrument Capital Purchase,

- a) Stago U.S. agrees to sell to Customer the Instrument(s) listed in the Product Selection Section.
- b) Stago U.S. agrees to provide to Customer the Warranty and Post Warranty Services, if any, as indicated in the Product Selection – Single Site and Service Terms Sections.
- c) Customer agrees to purchase, through a single payment, the Instrument(s) at the Customer price indicated in the Product Selection Section.
- d) Customer agrees to pay for the Annual Service Price, as indicated in the Service Terms Section, for the selected Post Warranty Service, if any.

SERVICE TERMS

Under all Service Plans, Stago U.S. provides 24 Hours / 7 days toll-free STA System Hotline Support by calling **800-725-0607**. In the event of an incident, Customer shall call Hotline Support. A Hotline Agent will be responsible for providing Customer with troubleshooting assistance and determining if field intervention is required. Any unnecessary field dispatches may result in Customer being invoiced Stago U.S.'s standard rate for field intervention. Such unnecessary field dispatches include, but are not limited to, changing toner, paper jams, and loading paper.

All replacement parts (excluding Disposables and Accessories listed hereafter) have a 90 days warranty from date of installation.

Any service provided after the expiration of the Warranty period and in the absence of one of the Post Warranty Service Plans or beyond the respective terms of service hereunder shall be invoiced to Customer on the basis of Stago U.S.'s then current price-list. Stago U.S.'s hourly rate is \$415.00 per hour (with a four-hour minimum charge). Weekend, night and holiday service will be charged at time and a half. These charges will be billed directly to, and are the responsibility of, the facility where the Instrument is located.

The total annual post warranty service price shall be invoiced at the beginning of each contract year. On request, Stago U.S. can quote service price for quarterly or monthly invoicing.

Each Service Plan offered by Stago U.S. for automated Instruments includes a preventive maintenance visit:

- - Every six months for STA Compact Max instruments, with or without Cap Piercing;

Included in Service Plan	Plan A Comprehensive	Plan B Basic	Plan C Preventive Maintenance
Unlimited service calls with on-site response within 24 hours (7 days a week)	Yes		
Unlimited service calls with on-site response within 24 hours (Monday to Friday 8:00 AM to 5:00 PM local time, exclusive of holidays)		Yes	
All repairs are invoiced to Customer on the basis of Stago U.S.'s then current price-list			Yes
Travel and labor included	Yes	Yes	
All replacement parts are covered (except Disposables and Accessories listed hereafter)	Yes	Yes	
If the Hotline Agent is unsuccessful with troubleshooting any of the monitors, printers & keyboards supplied hereunder (collectively "Peripherals"), Customer is entitled to the replacement of such Peripheral, within the limit of a one-time replacement per 12 month service period	Yes	Yes	

▪ **List of Disposables and Accessories NOT covered under Warranty and Post Warranty Service**

Customer agrees to maintain a proper supply of Disposables and Accessories NOT covered under Warranty and Post Warranty Service.

System	Catalog #	Description
STA Compact Max	26538	Filter, Colorimetry Box (with metal frame)
STA R Max, STA Compact Max	26555	Ball Extractor
STA Compact Max	26605	Reduction Ring DIN 14
STA Compact Max	26610	Reduction Ring DIN 18
STA R Max, STA Compact Max	26699	Halogen Lamp
STA Compact Max	27037	Fuse, 3AG, slo-blo T4.0A – Pack of 10
STA R Max, STA Compact Max	27307	Needle Arm #3
STA Compact Max	27354	Needle Arm #2
STA Compact Max	27420	Filters, Air (rear panel) – Pack of 2
STA Compact Max	27421	Rubber Suction Head – Pack of 2
STA Compact Max	27423	Adaptor – Sample Microvolume – Pack of 2
STA R Max, STA Compact Max	27425	Magnetic Stir Bar
STA R Max, STA Compact Max	27458	Liquid Filter

System	Catalog #	Description
STA R Max, STA Compact Max	27530	O-rings / Teflon tips – Pack of 6 each
STA R Max, STA Compact Max	27538	Hamilton Syringe Kit with Seal
STA R Max, STA Compact Max	27543	Adaptor for STA Microcups – Pack of 2
STA R Max, STA Compact Max	27575	Fuse, 3AG, slo-blo T6.25A – Pack of 10
STA R Max, STA Compact Max	27579	Fuse, 3AG, slo-blo T1.0A – Pack of 10
STA R Max, STA Compact Max	38125	Filter, Colorimetry Box
STA Compact Max	38640	Liquid Cooling Glycol
STA Compact Max	38646	Needle Arm #1
STA R Max, STA Compact Max	39011	Mapping Cuvette
STA Compact Max	39022	Needle #1 Cap Piercing V3
STA Compact Max	80675	Rinsing Assembly Air Filter
STA Compact Max	87018	Tubing, Cap Piercing Electrovalve
Accessories	Multiple	Keyboard, Mouse, USB Handheld Scanner, etc.

Note: Boldfaced items in italics are critical components in the operation of the Instruments from the STA R Max, STA Compact Max and STA Satellite instruments.

Uninterruptible Power Supply (“UPS”) and Power Conditioners are covered under their manufacturer’s twelve-month warranty, but are not covered under any Post Warranty Service Plan.

COMMERCIAL TERMS

ARTICLES RELEVANT TO ALL FINANCIAL OPTIONS:

ARTICLE C – 1 PAYMENTS – Terms of payment are net 30 days from the date of Stago U.S.'s invoice. Specifically for Instrument Capital Purchase, the payment term for the Instrument shall be net 60 days from the date of Stago U.S.'s invoice. Customer waives the right to assert any incorrect billing which is not reported to Stago U.S.'s Customer Care Department within 90 days after the invoice date. Payments shall be made either by check mailed to Stago U.S. at P.O. Box 416347, Boston, MA 02241-6347 or by ACH (Automated Clearing House), at Customer's option. Past due amounts shall accrue interest at the rate of one and one half percent per month from the due date until paid or the lesser maximum amount permitted by law. Stago U.S. will not bill third party providers for payments due hereunder.

ARTICLE C – 2 DELIVERY – Products are delivered FOB destination, with freight prepaid and absorbed in the invoice only for Products shipped against any quarterly standing order. Customer will be responsible for all freight charges incurred with Instrument delivery as well as casual or emergency orders. Delivery of the Products (hereafter "Delivery") shall be deemed to have occurred when the Products are handed over to the Customer. Notwithstanding anything to the contrary contained herein or in any purchase order, Stago U.S. does not guarantee the date of delivery of any Products, and any dates which may be provided to Customer by Stago U.S. concerning delivery are merely non-binding estimates based upon stock availability which will in no event constitute a commitment by Stago U.S. to deliver Products by a certain date. If Customer fails to object to any shortage or nonconformity of Products with specifications within 30 days after Delivery, Customer shall be deemed to have accepted such Products.

ARTICLE C – 3 LIMITED WARRANTY AND POST WARRANTY SERVICE
Stago U.S. warrants that the Products delivered under this Agreement shall be free from defects in material and workmanship and shall conform to Stago U.S.'s specifications as specified in the package inserts and/or User's Guide and/or Operator's Manual when delivered by Stago U.S. Such limited warranty for Instruments commences on the Instrument's Live Date as defined under Article "INSTRUMENT INSTALLATION" and continues for twelve months. Such limited warranty for Reagents is valid during the shelf life of the delivered Reagents. Stago U.S. will supply Warranty and Post Warranty Service to Customer as selected in the Product Selection – Single Site Section and in accordance with the terms of the Service Terms Section. Customer's sole remedy and Stago U.S.'s sole obligation under this Warranty shall be, at Stago U.S.'s option, either to: (a) repair the Product or (b) in case the Product cannot be repaired, upon the return of the Product in accordance with Stago U.S.'s policy for return of goods, either (i) refund the full price paid for such Products, including shipping charges, or (ii) replace the defective Product with Products conforming to Stago U.S.'s then-current specifications for similar Products, under terms similar to those of this Agreement. During the initial twelve months of Instrument Warranty period, Stago U.S. will warrant that Customer's monitor, printer, Uninterruptible Power Supply ("UPS"), and Power Conditioners supplied hereunder will perform in accordance with manufacturer's specifications.

At no time are non-Stago U.S. trained technicians / engineers permitted to make repairs to Stago instruments.
Limited Warranty and Post Warranty Service Exclusion: Stago U.S. shall be relieved of its obligations under the Warranty and Post Warranty Service and shall not be held liable for any damages whatsoever in case of failure to follow Stago U.S.'s instructions for operation of the Product; use of procedures that are not set forth by Stago U.S. or its supplier; use of reagents or disposables other than those distributed by Stago U.S.; failure to use the Instruments on their own dedicated power line; failure to comply with manufacturer's appropriate environment and space requirements; failure to perform maintenance, calibration and support operations set forth in the Operator Manual; or misuse, improper storage or abuse of Product.

EXCEPT TO THE EXTENT OF THE LIMITED WARRANTY SPECIFICALLY SET FORTH ABOVE IN THIS ARTICLE NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS INFORMATION OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, FRAUD AND ANY OTHER TORTS, CONTRACT DISPUTES OR COMMERCIAL CLAIMS.

Customer may have additional rights under certain laws, e.g., consumer laws that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, those exclusions and limitations may not apply to Customer. However, in those circumstances, all other limitations contained in this Agreement that are not excluded continue to apply to Customer.

ARTICLE C – 4 INSTRUMENT INSTALLATION – Stago U.S. shall install any automated Instrument supplied under this Agreement. To organize (i) the Instrument shipment and installation, which together typically take about two weeks, and (ii) additional services as may be provided under the Additional Services Section, which require availability and actions from both Customer's and Stago U.S.'s teams, Customer will need to communicate to Stago U.S. the following documents:

- 1 – This Agreement duly signed by Customer;
- 2 – A Purchase Order confirming the terms of this Agreement; and
- 3 – A completed and signed "Stago Pre-Installation Checklist" (template available on request) confirming that Customer has arranged an appropriate environment for the Instrument's installation, in accordance with the terms of said "Stago Pre-Installation Checklist."

The Instrument's Live Date shall correspond to the date sixty (60) days after completion of the Instrument's installation by Stago U.S. at Customer's site.

Should Stago U.S. cause a delay of the date as of which the Instrument is ready to be used by Customer, compared to that Instrument's Live Date, then the implementation of the Instrument's Live Date shall be postponed by the length of said delay.

ARTICLE C – 5 INSTRUMENT MAINTAINABILITY – Customer acknowledges and agrees that Stago U.S. shall not be required to supply spare-parts, technical support or assistance for Instruments (hereinafter "Maintainability") after the expiration of a period of seven years following the manufacturing discontinuance of said Instrument's range.

Stago U.S. shall notify Customer, as soon as possible, of the cessation of manufacture of a range of Instruments and/or of the cessation of Maintainability of a range of Instruments.

Stago U.S. reserves the right, at its sole option, to extend the period of Maintainability of a range of Instruments.

LEGAL TERMS

ARTICLE L – 1 **TAXES** – Customer is responsible for payment of any federal, state or local sales, use, excise, personal property, or any other taxes, which may be levied or based on any transaction or supply provided for by this Agreement. Customer shall reimburse Stago U.S. on demand for any taxes, fines or penalties paid by Stago U.S. for the account of Customer.

Any claim by Customer that it is entitled to an exemption from any taxes must be substantiated by Customer to the satisfaction of Stago U.S., including providing Stago U.S. with an exemption certificate acceptable to Stago U.S.

ARTICLE L – 2 **EQUAL OPPORTUNITY CLAUSE** – Stago U.S. is an equal opportunity employer and federal contractor. Consequently, Stago U.S. shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, which are incorporated herein by reference, if applicable. 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, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, disability or veteran status.

ARTICLE L – 3 **DISCLOSURE** – Customer acknowledges that discounts, credits, free goods or services, rebates or other things of value which Customer may receive from Stago U.S. under this Agreement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A). Customer agrees to file all appropriate reports and to properly disclose and reflect all such discounts or price reductions in such reports in connection with state or federal cost reimbursement programs. However, Customer agrees not to disclose the Product prices or the terms and conditions of this Agreement to any person except as required by law.

ARTICLE L – 4 **RESPONSIBILITY** – Risk of loss or damage to the Products and responsibility for the Products shall pass to Customer upon Delivery.

If Stago U.S. decides to recall, replace or take other action with respect to any Products, Customer, following Stago U.S.'s written notice, shall immediately cease the use of any unit of Products in its possession or under its control which are subject to the action until Stago U.S. determines the course of action to be taken.

ARTICLE L – 5 **FORCE MAJEURE** – Notwithstanding anything to the contrary contained in this Agreement, a Party shall not be responsible for any delay in performing its obligations under this Agreement (other than delay in the payment of amounts due and owing) to the extent resulting from an event beyond that Party's reasonable control ("Force Majeure Event"). In the event that any Force Majeure Event delays a Party's performance for more than 90 days, upon notice, the other Party may elect to terminate this Agreement; provided that no such termination shall relieve Customer of its obligations through the date of such termination and all other terms and conditions herein applicable to risk of loss, damage and return of any Products prior to payment in full shall continue to apply.

ARTICLE L – 6 **WAIVER, SEVERABILITY & BINDING EFFECT** – Any failure by a Party to require the other Party to comply with any provision of this Agreement is not a waiver of such provision or any other provision of this Agreement.

If any clause or provision of this Agreement is held to be void or unenforceable as being in violation of any law, such clause or provision shall be deemed modified to the least extent necessary to make it valid and enforceable or, if not possible, will be disregarded, while preserving to the fullest extent possible the intent of the Parties; in such case, the remainder of this Agreement remains unaffected and in full force and effect.

In order to be valid and bind Stago U.S., this Agreement as well as any addition, modification or deletion made to this Agreement must be signed by both Parties and not rescinded in writing by Stago U.S. within 30 days thereafter.

No term proposed by Customer in a Purchase Order or other document that adds to, varies from, or conflicts with this Agreement shall be effective unless expressly and specifically agreed to in writing by Stago U.S.

ARTICLE L – 7 **NOTICE** – All notices provided for in this Agreement shall be in writing and given by certified mail, return receipt requested, postage prepaid and shall be deemed received five days following the date it is mailed (i) to Stago U.S. at Five Century Drive, Parsippany, NJ 07054, to the attention of the Contract Department or (ii) for Customer, at Customer's address as provided on the Signature Page.

ARTICLE L – 8 CHOICE OF LAW & DISPUTE RESOLUTION – This Agreement shall be deemed to be executed and performed in the State of New York. This Agreement and its enforcement, as well as all related matters, including tort claims, arising directly or indirectly from this Agreement, shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any choice of law rules thereunder, other than New York General Obligations Law Sections 5-1401 and 5-1402. All disputes arising out of or in connection with this Agreement will be settled by one arbitrator sitting in New York City, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction over the Parties. The prevailing Party shall be entitled to receive its reasonable attorney's fees and expenses in addition to any other relief granted.

ARTICLE L – 9 GPO MEMBERSHIP – If, on the date this Agreement is signed by both Parties, Customer is a qualified member of the GPO identified hereinabove and said GPO has a current contract with Stago U.S. relating to the supply of Products (the GPO Contract), then, as long as said GPO remains Customer's primary buying organization and unless the Parties specifically agree otherwise herein, Customer shall benefit from the GPO Contract's applicable terms and, in case of conflict with the terms of this Agreement, the GPO terms shall supersede.

ADDITIONAL ITEMS AND/OR SERVICES

TRAINING – At the latest at the time of submission of the completed and signed “Stago Pre-Installation Checklist,” Customer shall designate a technologist employed by Customer to attend a training course, to be held, at Stago U.S.’s sole discretion, either at Customer’s facility or at the Stago U.S. facility in Parsippany, New Jersey, in the use of the automated Instrument(s) supplied pursuant to this Agreement. For each type of automated instrument supplied pursuant to this Agreement, Customer will be entitled to one training course for its designated technologist, including, if the training is held at Stago U.S.’s facility, tuition, airfare, room and board as well as car service between Newark airport and hotel and during one evening sightseeing trip, but Customer shall in all other respects remain liable for trainees. Customer shall be responsible for all incidental charges such as, but not limited to, mileage; airline baggage fees; parking; tolls; and other car/taxi service. All training must be redeemed within one (1) year of the Instrument’s Live Date. Training not redeemed within said one (1) year period will be forfeited. Stago U.S. will provide Customer with in-depth training and tools to perform method validation.

METHOD VALIDATION ASSISTANCE – Once the Instrument has been installed according to Stago U.S.’s specifications at Customer's facility, Stago U.S. will provide via telephone a Technical Support Specialist to assist in method validation studies, including the review of the protocol, sample requirements, and data analysis. Said method validation studies shall complete the necessary validations required by CLIA and CAP regulatory agencies and shall cover precision, linearity, current system to new system correlations, as well as establishment of normal and therapeutic ranges. Customer shall not report results from any Instrument until Customer has completed the verification and validation of data generated during the method validation process.

Customer shall provide all necessary samples for method validation and lot number conversions of chosen test menu. Stago U.S. will supply an accessory kit with the purchase or lease of any automated Instrument.