



Customer:

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Sales Proposal

Quotation: SSI-136799-N6W0

Expiration: 10/31/2018

Quote Description:

GCMS-QP2020 with AOC-20i/s for Drug Chemistry and UV-1900 with matching cuvettes

Proposed Ship Date: 30 Days/ARO

FOB: COLUMBIA

Ship Method: BEST WAY

Shipping Terms: PREPAID & ADD

Incoterms:

Additional Information:

For proposal questions or modifications, please contact your sales representative.

For Order Placement:

Reference Quotation Number on Purchase Order

If you are tax exempt, please send a copy of your exemption certificate with your purchase order. Certificate may also be faxed to 410-381-1222.

Thank you for your interest in Shimadzu Scientific Instruments.

Shimadzu Scientific Instruments
7102 Riverwood Drive, Columbia, MD 21046
Toll Free: 800-477-1227
Local: 410-381-1227 Fax: 410-381-6781
E-mail: customer.service@shimadzu.com

Authorization Signature



Lonny Ennen

Date:
9/18/2018

International:

Fax: 410-309-6130

E-mail: icsc@shimadzu.com

Sales Quotation - please reference the quotation when submitting purchase order.

GCMS Single Quad

	Product #	Qty	Description	Price Per Unit	Ext'd Price
1	220-94920-52	1	GCMS-QP2020 EI, Industry Package	\$88,599.00	\$88,599.00
2	220-94900-10	1	GCMS 1-YEAR CONSUMABLES KIT	\$1,650.00	\$0.00
3	220-90001-03	1	Regulator, HE, AR, N2. For GC	\$499.00	\$499.00
4	220-90212-00	1	TUBING, COPPER, 1/8" X 50 FT, CLEANED	\$115.00	\$115.00
5	TIER 4 I&F	1	Tier 4 Installation and Customer Familiarization	\$7,120.00	\$0.00
6	220-99212-03	2	GCMS-101 - GCMS QP-Series User Basics	\$2,236.00	\$0.00
7	1YW	1	1 YEAR WARRANTY	\$0.00	\$0.00
8	225-27850-06	1	*DIS*Noise Reduction Box for Rotary Pumps	\$618.00	\$618.00

UV-1900

	Product #	Qty	Description	Price Per Unit	Ext'd Price
9	207-23100-58	1	UV-1900 UV-Vis Spectrophotometer	\$11,297.00	\$11,297.00
10	TIER 1 I&F	1	Tier 1 Installation and Customer Familiarization	\$1,120.00	\$0.00
11	1YW	1	1 YEAR WARRANTY	\$0.00	\$0.00

Total List Price:	\$115,490.00
Total Line Item Discount:	\$14,362.00
RCPD Discount:	\$24,679.36
Quote Sub-Total:	\$76,448.64
Total Amount:	\$76,448.64

Descriptions of Service Coverage

Preventative Maintenance

Preventative Maintenance (PM) visits will be scheduled by SSI at the mutual convenience of the buyer and SSI, or performed during any other service visit. PM visits, when provided under this Agreement, may include necessary cleaning, adjustments, verification, lubrication and parts replacement according to the PM checklist. Labor, travel expenses, and selected consumable parts will be included during the PM visit at no additional cost to the buyer.

Premium Preventative Maintenance

Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. This Premium PM will be performed by SSI according to established SSI procedures. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. A travel zone fee is added to the agreement to cover travel costs. Purchase of the Premium PM option does not excuse Customer from performing normal daily, weekly or monthly maintenance that may be required.

Extended Warranty

Extended Warranty coverage includes all labor and parts (excluding consumables) necessary to restore the products to operating specifications.

This coverage level is not available for MS products and the associated turbo and roughing pumps. The MS products require a coverage level which includes a Premium PM.

Extended Warranty Plus

A combination of one scheduled Premium PM visit and Extended Warranty Coverage. Premium Preventative Maintenance visits will be scheduled by SSI at the mutual convenience of the customer and SSI, or performed during any other service visit. Premium PM visits, when performed under this Agreement, will include necessary cleaning, adjustments, verification, lubrication and parts replacement. Labor, travel expenses and selected consumables parts* (list of parts available upon customer request) will be included during the Premium PM visit at no additional cost to the customer. The extended Warranty Includes all labor and parts (excluding consumables outside of PM) necessary to restore the products to operating specifications. A travel zone charge is added to the contract to cover travel costs. In the event of a covered product failure, SSI will use its best effort to provide on-demand service.

Premium Total Coverage

This level of agreement provides the customer with a level of coverage includes all labor and non-consumable parts, a Premium PM visit, and in addition provides for the replacement of consumable parts outside of a PM visit at no additional cost to the buyer. Use of this level of Service will be monitored by SSI and in the event that the buyer's use does not exceed two visits during the effective dates of the agreement, the buyer will be entitled to an agreed upon rebate at the end of the agreement term. This rebate must be applied to the purchase of future service agreements or other services offered by SSI.

Three Year Value Plan

Three Year Value Plan Service Agreement:

Following system installation, provides 3 consecutive years of FULL warranty coverage, Customer Care follow-up Year1, and Scheduled Premium Preventative Maintenance (PPM) on-site service during Year2 and Year3.

Sales Quotation - please reference the quotation when submitting purchase order.
Line Item Descriptions

Product #	Description
GCMS Single Quad	
220-94920-52	GCMS-QP2020 EI, Industry Package
	The GCMS-QP2020 EI Industry Package includes the GCMS-QP2020 with an EI ion source, an upgraded Edwards RV3 rotary pump, a Dell Workstation computer and 22-inch flat-panel monitor, GCMSolutions software (most recent version), a tool kit, and all necessary installation hardware. Also included are the AOC-20i Auto Injector for liquid samples with power supply and mounting hardware, the AOC-20s Auto Sampler with 150-position sample tray, and the most recent version of the NIST Mass Spectral library. A spare EI ion source and a 1-year consumables kit are included in the package, and are listed separately on the quote. The package includes installation and checkout, and a 1-year warranty.
220-94900-10	GCMS 1-YEAR CONSUMABLES KIT
	The GCMS 1-Year Consumables Kit includes a supply of the most common consumables necessary to maintain a GCMS system for approximately one year. The kit includes injection port iners, septa, O-rings, column ferrules and nuts, 2 ceramic insulators for the MS source, and 2 filaments
220-90001-03	Regulator, HE, AR, N2. For GC
	CGA-580 for Helium/Argon/Nitrogen, Dual Stage with 1/8th inch swagelok union for GC
220-90212-00	TUBING, COPPER, 1/8" X 50 FT, CLEANED
	Copper tubing for connecting GCs to gas supply
TIER 4 I&F	Tier 4 Installation and Customer Familiarization
220-99212-03	GCMS-101 - GCMS QP-Series User Basics
	Basic user class that will cover hardware and software features of the GCMS-QP2010 Series as well as the GCMS-QP2020
1YW	1 YEAR WARRANTY
	1 YEAR WARRANTY
225-27850-06	*DIS*Noise Reduction Box for Rotary Pumps
UV-1900	
207-23100-58	UV-1900 UV-Vis Spectrophotometer
	UV-Vis Scanning Double Beam Spectrophotometer featuring 1 nm slit width. The Czerny-Turner optical mount includes a new Lo-Ray Light grating which reduces noise by 50% compared to previous models. The optical configuration improves light throughput, reduces stray light. Superb design accommodates many sample types including standard cuvette, capillary cell, and powder or film holder. UV-1900 features a color touchscreen for excellent usability, advanced regulatory compliance and fastest scan speed in its class. It can be used in a standalone mode, with a PC using standard UVProbe software or with a PC using LabSolutions UV-Vis software. In standalone mode UV-1900 can utilize USB memory and interfaces to PCL compliant printers. The communications to PC are also via USB. Standalone modes include Security with multiple user levels, built in Performance Validation, Maintenance with notification of required maintenance, Photometric, Spectrum, Quantitation, Kinetics, Time Scan, Multi-Component Quantitation, and Biomethod for DNA and RNA. Includes UVProbe Software. LabSolutions UV-Vis software is optional.
TIER 1 I&F	Tier 1 Installation and Customer Familiarization
1YW	1 YEAR WARRANTY
	1 YEAR WARRANTY

Terms and Conditions

This sales agreement ("Sales Agreement"), includes these Terms and Conditions and such other documents concerning the purchase of equipment and/or Products designed and/or manufactured by Shimadzu ("Products"), executed by and between Shimadzu Scientific Instruments, Inc. ("SSI") and the purchaser ("Buyer") including, the price quote provided by SSI; purchase order issued by Buyer as modified and accepted by SSI; bill of sale for Products; bill of lading issued for the shipment of Products; and product invoice. **All Products except designated CL versions of HPLC and LCMS, shall be for research use only and not for use in the diagnosis of disease or other conditions, including a determination of the state of health, in order to cure, mitigate, treat or prevent disease or its sequelae ("Diagnostic Purposes").**

PRICES

The prices set forth in the Sales Quotation :

- (i) are SSI's domestic prices in effect at the time of shipment.
- (ii) are subject to credit approval and acceptance; and
- (iii) unless otherwise specified, do not include warranty service or installation outside the United States.

SPECIFICATIONS

Weights, specifications and dimensions set forth in Product related sales literature ("Sales Literature") are not guaranteed unless previously certified in writing.

TERMS OF PRODUCT USE

Buyer represents and warrants that the Products have not been purchased for Diagnostic Purposes and that the Buyer will not at any time use the Products for Diagnostic Purposes, except designated CL versions of HPLC and LCMS Products. The Buyer acknowledges that use of the Product for Diagnostic Purposes is cause for Termination of this Agreement.

TERMS OF PAYMENT

- (i) All payments due net thirty (30) days from date of the invoice unless otherwise specifically stated on the invoice. Payment by credit card is subject to a convenience fee of 3% of the amount charged. Payment made beyond terms will be subject to interest of 1 -1/2% per month on the outstanding balance.
- (ii) Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Buyer must notify SSI within fifteen (15) days from the invoice date if Buyer has not received the Product(s).

REPOSSESSION

In the event of nonpayment Products may be reclaimed by repossession upon 5 days prior notice of SSI's intention to elect such remedy. Such notice shall state the date, time and location that Products shall be available for repossession. Such notice shall provide Buyer with a final opportunity to cure the default. All costs of collection, including legal fees and costs of repossession, shall be payable by Buyer.

SECURITY INTEREST

To secure any and all payment obligations of Buyer to SSI, Buyer hereby grants to SSI a purchase money security interest in the Products and all additions or improvements thereto and acknowledges that SSI will file financing statements to record such interest as provided by the Uniform Commercial Code.

SHIPMENTS

All Shipments are FOB Columbia MD unless otherwise stated. All claims for damage or loss of insured shipments shall be immediately communicated, to SSI at Shimadzu Scientific Instruments, Inc 7102 Riverwood Drive, Columbia, Maryland 21046-2502 Attn: Customer Service, Phone: (410) 381-1227. Buyer agrees to permit SSI or SSI's representative to inspect damaged Products.

TERMINATION

Upon any permitted termination or cancellation of the Sales Agreement by Buyer either in whole or in part, Buyer agrees to promptly reasonable termination charges of not less than twenty percent (20%) of the total amount of the Sales Agreement.

RETURNED PRODUCTS

All returns must be pre-authorized by SSI and a Return Goods Authorization ("RGA") number must appear on the face of the package. Returned Products will be subject to a restocking charge of twenty percent (20%) of the total amount of the Sales Agreement

ALLOCATION OF PRODUCTS

If SSI is unable for any reason to supply all of the Products specified in Buyer's order, SSI may allocate its supply among any or all buyers, including Buyer, in its sole discretion without liability for any failure of performance which may result therefrom.

DELIVERY

The scheduled shipping or delivery date is SSI's best estimate of the time the Product order will be shipped and SSI assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES AND OTHER CHARGES

All taxes on goods and/or services including but not limited to federal, state and local excise, sales or use taxes, shall be borne solely by Buyer unless Buyer has furnished SSI with written proof of exemption.

PATENTS/ INTELLECTUAL PROPERTY

Nothing in the Sales Agreement shall be deemed or construed as a license or grant of any intellectual property rights to limit SSI's right to enforce patents or other intellectual property rights.

WARRANTY

ANY WARRANTY PROVIDED BY SSI MUST BE IN WRITING AND SHALL BE IN LIEU OF ALL WARRANTIES OR WARRANTY OF ANY NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS AND MERCHANTABILITY, AND THAT NEITHER BUYER NOR SSI SHALL HAVE ANY LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, LOSS OF PRODUCTIVITY, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF PLANT, EQUIPMENT OR PRODUCTION. THE LIMITATION OF LIABILITY FOR SUCH DAMAGES SHALL BE APPLICABLE EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THE SALES AGREEMENT.

Buyer specifically acknowledges that no representations or warranties were made by any person, including dealers and representatives of SSI, that the Product may be used for Diagnostic Purposes.

CONTINGENCIES; FORCE MAJEURE

SSI shall be entitled to cancel or rescind the Sales Agreement, without liability for loss or damage resulting therefrom, if:

- (i) any Product covered by the Sales Agreement is purchased for end use outside the United States; (ii) the Buyer breaches any of its representations or warranties found in this Agreement; or
- (ii) the performance of SSI's obligations under the Sales Agreement is any way adversely affected by the occurrence of any contingency beyond the control of either SSI or SSI's suppliers, including but not limited to:
 - (a) war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of a public enemy, or other act of civil disobedience;
 - (b) failure or delay in transportation;
 - act of any government, government agency or subdivision of any government, or any judicial action affecting the terms of the Sales Agreement;
 - (c) labor dispute, shortage of labor, fuel, raw material or technical or yield failure where SSI has exercised ordinary care in the prevention thereof; and
 - (d) accident, fire, explosion, flood, storm or other act of God.

PERMITS

Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Products.

FDA REQUIREMENTS

If any Product sold by SSI to Buyer is subject to regulation by the Food and Drug Administration as a device, then as to any such Product, sale and delivery is contingent upon successful completion and processing of a 510(k) notice. If such a 510(k) notice cannot be obtained by SSI, SSI shall have no obligation to deliver the Product.

COMPLIANCE WITH LAWS

Buyer agrees to comply fully with all federal, state, county and local laws, rules and regulations concerning the purchase, sale and use of Products. Without limiting the foregoing, Buyer agrees to comply with any the Export Administration Regulations; Federal Food, Drug & Cosmetics Act; the International Traffic in Arms Regulations of the United States; and the Foreign Corrupt Practices Act of the United States in so far as they apply to the sale of Products. To the extent the Products require license for export, the Products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion may be prohibited by law.

APPLICABLE LAW, JURISDICTION VENUE

The Sales Agreement is made and entered into, and shall be governed, enforced and interpreted in accordance with the laws of the State of Maryland. The Sales Agreement shall be deemed to have been made in Columbia, Maryland and, except for local filing requirements and laws relating to the conflict of laws, shall be governed and construed in accordance with the laws of the State of Maryland. Buyer hereby consents and agrees to the non-exclusive jurisdiction of the courts of the State of Maryland with respect to any provision or dispute arising under the Sales Agreement.

GENERAL PROVISIONS

The rights and obligations under these General Terms and Conditions of Sale will inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns. No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under these General Terms and Conditions of Sale. SSI and Buyer are not, and will not be, joint ventures', partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision. If any of the terms of these General Terms and Conditions of Sale or the Sales Agreement are subsequently or are now illegal, they will be severed without affecting the remaining terms. The section headings are for reference only and will not be considered controlling as to the content and/or interpretation of any section.

ENTIRE AGREEMENT

This Sales Agreement, and any attachments, exhibits supersede all prior agreements, written or oral. The obligations, indemnities and covenants in our additional terms and conditions applies. No course of prior dealings between the parties and no usage of the trade may be used by Buyer to supplement or explain any term used herein.

ADDITIONAL TERMS AND CHANGES

Additional Terms and Conditions are posted at <http://www.ssi.shimadzu.com/terms> and are incorporated in this document. SSI reserves the right to update its Terms and Conditions at any time, however the terms and conditions in effect at the date of delivery shall apply to that purchase.

This document contains the number of pages indicated, including all attachments. Authorized signature required on quotation pages