

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 40555252

Quotation Date 06/03/2015

Your Prior Agreement 15259303

Quote Expiration Date 10/24/2015

Customer Contact

Your Prior PO Number

Telephone Number 614-645-8106 - 234

Fax Number

QUOTATION - BASIC SERVICE PLAN Site Address:

HENIKEN, MIKE CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Invoicing Address (if different) CITY OF COLUMBUS ACCOUNTS PAYABLE 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Site Number 100641982

Customer Number 4600368

	nent Term : 30 days	S	Coverage Period 11/07/2015 to 03/31/2016	Billing Plan Yearly		Page Number 1 of 3
Line	Quantity	Model	Description		List Price	Net Price
10	1	GCN6659680	CLARUS680 11/07/2015 to 03/31/2016 Serial Number (680S14091201) Basic Coverage 1 PM visit; Parts, Travel, Labor, Pho	one Support & 5% Trainin	1,454.40 g Disc.	1,454.40
20	1	GCN6659680	CLARUS680 11/07/2015 to 03/31/2016 Serial Number (680S14091202) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phe	one Support & 5% Trainin	1,195.20 g Disc.	1,195.20
		ı				
			Gross Price			2,649.60
			Net Price			2,649.60
			Note: taxes will be applied to your in	voice if applicable		



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HENIKEN, MIKE CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA Invoicing Address (if different) CITY OF COLUMBUS ACCOUNTS PAYABLE 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Site Number 100641982

Customer Number 4600368

Payment Terms Net 30 days Coverage Period 11/07/2015 to 03/31/2016 Billing Plan Yearly Page Number 2 of 3

Billing Plan

Planned invoice date(s)

Invoice Amount(\$)

11/07/2015

2,649.60

Total billed

2,649.60

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.

PerkinElmer Contact information

Quoted by:

SARAH ENOS

Telephone:

615-523-5403

Fax Number:

203-944-4983

Email:

sarah.enos@perkinelmer.com

Zone:

Zone 1

Region:

Midwest South Svcx

Location:

USOH04



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Quotation	Number
40555252	

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Invoicing Address (if different) CITY OF COLUMBUS ACCOUNTS PAYABLE 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Site Number 100641982

Customer Number

4600368

Yearly

Payment Terms Net 30 days

Coverage Period

11/07/2015 to 03/31/2016

Billing Plan

Date

Date

Page Number 3 of 3

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PM#1	PM#2	·	.	
If any information presented o	on the document is incorrect o	e.g Billing address, seri	al numbers, please indicate the required changes bel	ow:
 				
	ENANCE AGREEMENT QU	OTATION AND RETU	RN ORIGINAL COPY ALONG WITH YOUR PURC	HASE
ORDER TO: By Mail:		By Fax:	203-944-4983	
PerkinElmer Health Sc	sionese Inc	OR	203-344-4363	
710 Bridgeport Avenue		By E-mail:	sarah.enos@perkinelmer.com	
Mail Stop 75				
	94			
Shelton, C1 06484-479				
		AVE READ AND UND	ERSTAND THE ABOVE STATEMENTS AND THA	THE
Shelton, CT 06484-479 YOUR SIGNATURE BELOW INFORMATION INCLUDED	V CONFIRMS THAT YOU H			THE
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YOUR SIGNATURE BELOW INFORMATION INCLUDED IN ORDER TO AVOID A LAF START DATE OF THE CON	V CONFIRMS THAT YOU HA THEREIN IS CORRECT TO PSE IN SERVICE COVERAGE	THE BEST OF YOUR	KNOWLEDGE. RD A PURCHASE ORDER PRIOR TO THE EFFEC	
YOUR SIGNATURE BELOW INFORMATION INCLUDED IN ORDER TO AVOID A LAF START DATE OF THE CON Accepted By:	V CONFIRMS THAT YOU HA THEREIN IS CORRECT TO PSE IN SERVICE COVERAG ITRACT.	THE BEST OF YOUR	KNOWLEDGE.	
YOUR SIGNATURE BELOW INFORMATION INCLUDED IN ORDER TO AVOID A LAF START DATE OF THE CON	V CONFIRMS THAT YOU HA THEREIN IS CORRECT TO PSE IN SERVICE COVERAG ITRACT.	THE BEST OF YOUR	KNOWLEDGE. RD A PURCHASE ORDER PRIOR TO THE EFFEC	

PerkinElmer Representative

Customer Purchase Order Number



EXHIBIT A

40555252

PerkinElmer Health Sciences, Inc. - Service Agreement Terms and Conditions, City of Columbus, Quotation #0630628

1. Terms of Agreement: These Service Agreement Terms and Conditions shall govern all orders for and purchases from PerkinElmer of services 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 desired 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. <u>Reasonable Efforts</u>: PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be acheduled 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. TERMI: 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 either party, PerkinElmer shall refund Buyer any payments made by Buyer for Services beyond the effective date of termination, subject to a 15% cancellation charge on 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.

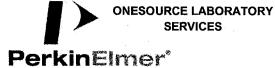
- 5. Warranty: Limitation of Lability: Perkinelmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. Perkinelmer 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. Excusions: 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 comosive 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. These Service Agreement Terms and Conditions and any underlying Service Plans shall be governed by the laws of the State of Ohio, Franklin

County, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein,

11. Austrometer: Entire Agresment: No amendment or modification of these terms shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. These Service Agreement Terms and Conditions, 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.



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

Quotation Number 40555304

Quotation Date 06/03/2015

Your Prior Agreement 15259489

Quote Expiration Date 10/30/2015

Customer Contact

Your Prior PO Number

Telephone Number 614-645-8106 - 234

Fax Number

QUOTATION - Basic Service Plan Site Address:

HENIKEN, MIKE CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Invoicing Address (if different) CITY OF COLUMBUS ACCOUNTS PAYABLE 1250 FAIRWOOD AVE COLUMBUS OH 43206

USA

Site Number 100641982

Customer Number 4600368

-	ment Terms 30 days	5	Coverage Period 11/13/2015 to 03/31/2016	Billing Plan Yearly	Pag 1 of	e Number 3
Line	Quantity	Model	Description		List Price	Net Price
10	1 .	GCN6480012	CLARUS SQ8T MS 120/230V (EI) 11/13/2015 to 03/31/2016 Serial Number (648N4100202) Basic Coverage 1 PM visit; Parts, Travel, Labor, Pho	ne Support & 5% Training D	2,879.60	2,879.60
20		GCN6480012	CLARUS SQ8T MS 120/230V (EI) 11/13/2015 to 03/31/2016 Serial Number (648N4092601) Basic Coverage 1 PM visit; Parts, Travel, Labor, Pho	ne Support & 5% Training D	2,879.60	2,879.60
÷						
			Gross Price			5,759.20
			Net Price			5,759.20
			Note: taxes will be applied to your in	voice if applicable		



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

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Your Prior Agreement 15259489

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Your Prior PO Number

Telephone Number 614-645-8106 - 234

Fax Number

QUOTATION - Basic Service Plan Site Address:

HENIKEN, MIKE CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Invoicing Address (if different) CITY OF COLUMBUS ACCOUNTS PAYABLE 1250 FAIRWOOD AVE COLUMBUS OH 43206

Site Number 100641982

Customer Number 4600368

Payment Terms

Coverage Period

Billing Plan

Page Number 2 of 3

Net 30 days

11/13/2015 to 03/31/2016

Yearly

USA

Billing Plan

Planned Invoice date(s)

Invoice Amount(\$)

11/13/2015

5,759.20

Total billed

5,759.20

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.

PerkinElmer Contact information

Quoted by:

SARAH ENOS

Telephone:

615-523-5403

Fax Number:

203-944-4983

Email:

sarah.enos@perkinelmer.com

Zone:

Zone 1

Region:

Midwest South Svcx

Location:

USOH04

	ONESOURCE LABORATORY SERVICES
PerkinE	lmer'

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

Quotation Number 40555304

Quotation Date 06/03/2015

Your Prior Agreement 15259489

Quote Expiration Date

10/30/2015

Customer Contact

Your Prior PO Number

Telephone Number 614-645-8106 - 234

Fax Number

QUOTATION - Basic Service Plan

Site Address:

HENIKEN, MIKE CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA

Invoicing Address (if different) CITY OF COLUMBUS ACCOUNTS PAYABLE

1250 FAIRWOOD AVE COLUMBUS OH 43206

USA

Site Number 100641982

Customer Number

4600368

Payment Terms

Net 30 days

Coverage Period

11/13/2015 to 03/31/2016

Billing Plan Yearly

Page Number 3 of 3

Add	litional	Motos

- 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.

PM#1	PM#2		
If any information presented on the docur	nent is incorrect e.g Billing address, sei	rial numbers, please indicate the required changes below	r:
	······································		
· · · · · · · · · · · · · · · · · · ·			
PLEASE SIGN THIS MAINTENANCE A	GREEMENT QUOTATION AND RET	URN ORIGINAL COPY ALONG WITH YOUR PURCHA	.SE
	GREEMENT QUOTATION AND RET	URN ORIGINAL COPY ALONG WITH YOUR PURCHA 203-944-4983	.SE
ORDER TO:	By Fax:		

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:			•
		Date	
Signature of Authorized Individual			· · · · · · · · · · · · · · · · · · ·
		Date	
Print Name and Title			
		Date	
Customer Purchase Order Number	,		
		Date	
PerkinElmer Representative			



EXHIBIT A

PerkinElmer Health Sciences, Inc. - Service Agreement Terms and Conditions, City of Columbus, Quotation #00000000

1. TERMS OF AGREEMENT: These Service Agreement Terms and Conditions shall govern all orders for and purchases from PerkinElmer of services 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 acheduled 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 expressiv 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 <u>any</u> 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 either party. PerkinElmer shall refund Buyer any payments made by Buyer for Sarvices beyond the effective date of termination, subject to a 15% cancellation charge on the total value of the underlying Service Plan.

PAYMENT: Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are screed in writing by PerkinElmer.

and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice.

- 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 RE-Performance 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 fallure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without fimitation, acts of God, power surges or failure, failure or interruption in communication lines, or comosive 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.
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- 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. These Service Agreement Terms and Conditions and any underlying Service Plans shall be governed by the laws of the State of Ohio, Franklin County, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
- 11. Augrepreset: Extract Agreement: No amendment or modification of these terms shall be binding unless in writing and stoned by an authorized representative of both PerkinElmer and Buyer. These Service Agreement Terms and Conditions, 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.