



Cellestis Inc.
28358 Constellation Road # 698
Valencia, CA 91355

QUOTATION No. LT20120118

January 18, 2012

Melissa Ervin
Columbus Department of Health
240 Parsons Ave.
Columbus, OH 43215

Dear Melissa,

As requested, below you will find your quotation for QuantiFERON®-TB GOLD In-Tube ELISA kit, blood tubes, and MULTI-PACK Kit options at our public health price of \$16.00/test.

Catalog No.	Description	Price (USD)
0599-0401	QuantiFERON®-TB Gold In-Tube 'MULTI-PACK KIT' <i>[includes 2 T0590 0301 (Tube packs) + 3 x 0594 0201 (ELISA)]</i> – runs up to 174 samples, with 26 additional tubes	\$2,955.60
<i>Pricing shown below is for purchasing tubes and ELISA reagent separately</i>		
T0590 0301	QuantiFERON®-TB Gold Tubes - Nil, TB Antigen, Mitogen, 100 each (\$6.60 per test)	\$660.00
T0597-0403	QuantiFERON®-TB Gold Dispenser Pack - Tubes packaged in a dispenser pack – 4 X 25 Ct. (\$7.55 per test)	\$755.00
0597-0403	QuantiFERON®-TB Gold Dispenser pack - 25 sets of tubes	\$400.00
0594 0201	QuantiFERON®-TB Gold ELISA - runs up to 58 samples. (\$9.40 per test)	\$545.20
0594-0501	QuantiFERON®-TB Gold Reference Lab Pack – contains the components equivalent to 10 elisa kits in one convenient package.	\$5,452.00

*Pricing excludes shipping and handling, and any applicable taxes.

Pricing is valid through December 31, 2012, and is subject to terms and conditions provided on the following page.

Sincerely,

Lorraine Torres
Customer Account Manager

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TERMS AND CONDITIONS

1. While Seller cannot represent that an order received before 2:00 pm Pacific Standard Time between Monday and Thursday will be fulfilled and shipped by the next business day, Seller will make a reasonable effort to do so.
2. You, the Buyer, are conclusively presumed to have agreed to the terms and conditions of the sale as described on this page unless you object in writing to the Seller by the earlier of 1) within 48 hours from the time of the delivery of this Confirmation, or, 2) within 48 hours from Buyer's acceptance of all or any part of the goods ordered. All proposals, negotiations, and representations, if any, regarding this sale, made prior to the date of this Confirmation, are merged herein.
3. Payment terms are net thirty (30) days after the rendering of seller's invoice.
4. Delivery terms are f.o.b. Valencia, California, USA, at Seller's office. Dates of delivery are determined from the date of this Order Confirmation and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain containers or raw materials, or any other causes of any kind whatever beyond the control of seller.
5. Any tax, fees, or imposts of any type imposed by federal, state (including without limit city or county, as well as state) or other governmental authority on the sale of the merchandise and service referred to in this Order Confirmation shall be paid by buyer in addition to the quoted purchase price.
6. Except for the warranty that the goods are made in a workmanlike manner and in accordance with the specifications thereof supplied or agreed to by buyer and are made or packaged pursuant to seller's customary manufacturing procedures, Seller makes no warranty express or implied, and any implied warranty of merchantability or fitness for a particular purpose that exceeds the forgoing warranty is hereby disclaimed by seller and excluded from any agreement made by acceptance any order pursuant to this quotation. Use of any goods or materials other than those supplied and/or manufactured by Cellestis will void all warranties and will result in Buyer being responsible for all damages (including full indemnification of Seller) caused as a result of Buyer's actions.
7. Buyer shall notify seller within ten days of receipt of merchandise of any complaint whatsoever buyer may have concerning such merchandise. No claim or complaint of any kind, whether as to quality or quantity of goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within ten (10) days from date of delivery shall constitute a waiver by buyer of all claims in respect of such goods. The remedy hereby provided shall be the exclusive and sole remedy of buyer; any right of the buyer to consequential and incidental damages is excluded. No goods shall be returned without Seller's consent. No goods that have exceeded their expiration date will be accepted for return.
8. THERE ARE NO PROVISIONS WITH RESPECT TO THIS ORDER WHICH ARE NOT SPECIFIED HEREIN. BUYER'S WRITTEN ORDER (IF ANY) AND SELLER'S ACCEPTANCE OR CONFIRMATION WILL CONSTITUTE THE ENTIRE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS ORDER. Any agreement so made shall be governed by the law of California.
9. **CHOICE OF FORUM FOR RESOLUTION OF DISPUTES.** AS USED IN THIS PARAGRAPH 9, 'APPLICABLE JURISDICTION' MEANS THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OR SUCH COUNTY, STATE OR CITY AS THE SAME MAY CHANGE FROM TIME TO TIME, WHERE THE SELLER MAINTAINS ITS PRINCIPAL OFFICE. ALL ACTIONS, PROCEEDINGS OR LITIGATION BROUGHT BY SELLER OR BUYER OR ANY GUARANTOR SHALL BE INSTITUTED AND PROSECUTED IN THE APPLICABLE JURISDICTION. THE PARTIES ACKNOWLEDGE THEIR AGREEMENT THAT THE STATE COURTS SITTING IN THE APPLICABLE JURISDICTION SHALL BE THE EXCLUSIVE FORUM FOR ALL ACTIONS, PROCEEDINGS OR LITIGATION BETWEEN OR AMONG THE PARTIES.
10. Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular industry practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular industry practices concerning over and under shipments.
11. Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department. A surcharge of \$50.00 per box will be added to the total charges to cover the costs of packing material, dry ice, labor, and additional costs.
12. Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.
13. None of the terms and conditions contained in this Confirmation may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of buyer and delivered by buyer to seller and signed by an authorized representative of seller, and each shipment received by buyer from seller shall be deemed to be only upon the terms and conditions contained in this Confirmation.
14. Attorneys' fees and costs incurred by any party to this Agreement in the event of any action or proceeding arising under this Agreement, or any portion hereof, shall be awarded to the prevailing party as defined in California Code of Civil Procedure section 1717.
15. Time is of the essence of every provision of this Agreement.

