



PerkinElmer Health Sciences
 710 Bridgeport Avenue
 SHELTON CT 06484-4794
 USA
 TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
 40420299

Quotation Date
 01/14/2011

Your Prior Agreement
 35290587

Quote Expiration Date
 05/14/2011

Customer Contact

Your Prior PO Number
 EL010265

Telephone Number
 614-645-1735

Fax Number

QUOTATION - MIXED PLAN TYPES-SEE DETAILS BELOW

Site Address:

MCWHIRTER, STACI
 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
 04/01/2011 to 03/31/2012

Billing Plan
 Yearly

Page Number
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Line	Quantity	Model	Description	List Price	Net Price
40	1	AANALYST800	AA INSTRUMENT 04/01/2011 to 03/31/2012 Serial Number (8161) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	8,976.00	8,976.00
60	1	AUTOSYSTEMXL	GAS CHROMATOGRAPH 04/01/2011 to 03/31/2012 Serial Number (610N0012501) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	3,504.00	3,504.00
70	1	INTEGRALLINK	INTEGRAL LINK 04/01/2011 to 03/31/2012 Serial Number (640E002032A) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	240.00	240.00
80	1	TURBOMASSGOLD	TURBOMASSGOLD SPECTROMETER 04/01/2011 to 03/31/2012 Serial Number (640E002032) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	9,000.00	9,000.00
90	1	AUTOSYSTEMXLM	GAS CHROMATOGRAPH 04/01/2011 to 03/31/2012 Serial Number (610N0082307) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	2,796.00	2,796.00
100	1	INTEGRALLINK	INTEGRAL LINK 04/01/2011 to 03/31/2012 Serial Number (640E911271A) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	240.00	240.00
110	1	TURBOMASSGOLD	TURBOMASSGOLD SPECTROMETER 04/01/2011 to 03/31/2012 Serial Number (640E911271) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	9,000.00	9,000.00



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Line	Quantity	Model	Description	List Price	Net Price
120	1	S10AUTOSAMPLER	S10AUTOSAMPLER 04/01/2011 to 03/31/2012 Serial Number (102S8125304) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	1,992.00	1,992.00
130	1	POLYSCIRECIRULATOR	POLYSCIENCE RECIRCULATOR 04/01/2011 to 03/31/2012 Serial Number (108900976) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	360.00	360.00
140	1	ELAN9000	ELAN9000 ** 04/01/2011 to 03/31/2012 Serial Number (AJ12620811) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	16,260.00	16,260.00
150	1	ELAN9000	ELAN9000 ** 04/01/2011 to 03/31/2012 Serial Number (AJ12620811) Includes Consumables	9,996.00	9,996.00



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Line	Quantity	Model	Description	List Price	Net Price
			Gross Price		62,364.00
			Net Price		62,364.00
Note: taxes will be applied to your invoice if applicable					

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

- 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 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 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. 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. These Service Agreement Terms and Conditions 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 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.



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Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
04/01/2011	62,364.00
Total billed	62,364.00

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

PerkinElmer Contact information

Quoted by: Deirdre Russell
Telephone: 781-663-5805
Fax Number: 781-663-5981
Email: Deirdre.Russell@perkinelmer.com
Zone: Zone 1
Region: Midwest South Svcx
Location: USOH04



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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: 781-663-5981
OR
By E-mail: Deirdre.Russell@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:

Date
Signature of Authorized Individual

Date
Print Name and Title

Date
Customer Purchase Order Number

Date
PerkinElmer Representative