

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 40587990

Quotation Date 12/07/2016

Your Prior Agreement 35414871 Quote Expiration Date 05/06/2017

Customer Contact STACI MCWHIRTER Your Prior PO Number PO020806-1

Telephone Number 614-645-1735

Fax Number 614-645-5896

QUOTATION - MIXED PLAN TYPES

Site Address: STACI MCWHIRTER CITY OF COLUMBUS

CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA Invoicing Address (if different) CITY OF COLUMBUS 910 DUBLIN RD COLUMBUS OH 43215 USA

Site Number 100641982

Customer Number 4008013

Payment Terms Net 30 days		S	Coverage Period 04/01/2017 to 03/31/2018	Billing Plan Yearly		Page Number 1 of 4	
Line	Quantity	Model	Description		List Price	Net Price	
220	1	S10AUTOSAMPLER	S10AUTOSAMPLER 04/01/2017 to 03/31/2018 Serial Number (102S8125304) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	2,400.00 Disc.	2,400.00	
230	1	POLYSCIRECIRULATOR	POLYSCIENCE RECIRCULATOR 04/01/2017 to 03/31/2018 Serial Number (4E1621581) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	492.00 Disc.	492.00	
240	1	ELAN9000	ELAN9000 ** 04/01/2017 to 03/31/2018 Serial Number (AJ12620811) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	20,952.00 Disc.	20,952.00	
250	1	GCN6480012	CLARUS SQ8T MS 120/230V (EI) 04/01/2017 to 03/31/2018 Serial Number (648N4100202) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	8,052.00 Disc.	8,052.00	
260	1	GCN6480012	CLARUS SQ8T MS 120/230V (EI) 04/01/2017 to 03/31/2018 Serial Number (648N4092601) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	8,052.00 Disc.	8,052.00	
270	1	GCN6659680	CLARUS680 04/01/2017 to 03/31/2018 Serial Number (680S14091201) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	3,888.00 Disc.	3,888.00	
280	1	GCN6659680	CLARUS680 04/01/2017 to 03/31/2018 Serial Number (680S14091202) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phor	ne Support & 5% Training	3,108.00 Disc.	3,108.00	
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ONESOURCE LABORATORY SERVICES

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56,944.00

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Rilling Plan Page

Payment Terms Net 30 days		\$	Coverage Period 04/01/2017 to 03/31/2018	Coverage Period Billing Plan 04/01/2017 to 03/31/2018 Yearly		Page Number 2 of 4	
Line	Quantity	Model	Description		List Price	Net Price	
290	1	CONSUMABLES	CONSUMABLES 04/01/2017 to 03/31/2018 Includes AA, GC, ICP, IR, LC, MAS TEA, UVS Product Lines	S, RAM	10,000.00	10,000.00	
			Gross Price			56,944.00	

Note: taxes will be applied to your invoice if applicable

Net Price

EXHIBIT A



PerkinElmer Health Sciences, Inc. - Service Agreement Terms and Conditions, City of Columbus, Quotation 40587990.

1. Terms of Agreement: These Service Agreement Terms and Conditions shall govern all orders for and purchases from PerkinElmer of services and parts 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.

- 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 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. 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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Invoicing Address (if different) CITY OF COLUMBUS 910 DUBLIN RD COLUMBUS OH 43215 USA

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Payment Terms Net 30 days

Coverage Period 04/01/2017 to 03/31/2018 **Billing Plan** Yearly

Page Number 3 of 4

Billing Plan

Planned Invoice date(s)

Invoice Amount(\$)

04/01/2017

56,944.00

Total billed

56,944.00

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 203-944-4983

Fax Number:

sarah.enos@perkinelmer.com

Email: Zone:

Zone 1

Region:

Midwest South Svcx

Location:

USOH04

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ONESOURCE LAB		Quotation Num 10587990	ber	Quotation Date 12/07/2016
PerkinElmer [®]	Y	Your Prior Agreement 35414871 Customer Contact		Quote Expiration Date 05/06/2017
For the Better PerkinElmer Health Sciences, Inc.	Cu			Your Prior PO Number
710 Bridgeport Avenue SHELTON CT 06484-4794		TACI MCWHIRT		PO020806-1
SA EL: (800) 762-4000 FAX: (203) 944-4983		lephone Numb 4-645-1735	er	Fax Number 614-645-5896
QUOTATION - MIXED Site Address: STACI MCWHIRTER CITY OF COLUMBUS 1250 FAIRWOOD AVE COLUMBUS OH 43206 USA	PLAN T	YPES	Invoicing Addres CITY OF COLUM 910 DUBLIN RD COLUMBUS OH USA	BUS
Site Number 100641982			Customer Numb 4008013	er
Payment Terms Net 30 days	Coverage Peri 04/01/2017 to		Billing Plan Yearly	Page Number
Additional Notes: 1. This quotation is subject to the terms and color color color applicable taxes: 3. If Preventative Maintenance is covered under the color co	s, including sale, us er your agreement, p PM#2	se and/or excise ta please indicate any	x unless otherwise noted ab y special date requirements	below.
PLEASE SIGN THIS MAINTENANCE AGRE ORDER TO: By Mail:	EMENT QUOTATI		N ORIGINAL COPY ALON	G WITH YOUR PURCHASE
PerkinElmer Health Sciences, Inc. 710 Bridgeport Avenue Mail Stop 75 Shelton, CT 06484-4794		OR	arah.enos@perkinelmer.co	m
YOUR SIGNATURE BELOW CONFIRMS THINFORMATION INCLUDED THEREIN IS CO				TEMENTS AND THAT THE
IN ORDER TO AVOID A LARSE IN SERVICE	COVERAGE DI	EASE EORWARD	A PURCHASE ORDER D	RIOR TO THE EFFECTIVE

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:			
4		Date	
Signature of Authorized Individual	. 8		
		Date	
Print Name and Title			
		Date	
Customer Purchase Order Number			
		Date	
PerkinElmer Representative	_		