

# LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001095600

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b> 11/03/2017	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 1010278 MITCHINERB SHEWMAKERN04EDCA104 CTE		<b>Location / Dept</b>

**Supplier:** 0000035355  
 ALFA WASSERMANN DIAGNOSTIC  
 TECHNOLOGIES LLC  
 PO BOX 416083  
 BOSTON MA 02241-6083

**Phone:** (973) 882-8630

**email:**

**Ship To:** EL DORADO CENTER  
 RECEIVING  
 6699 CAMPUS DRIVE  
 PLACERVILLE CA 95667  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	MAINTENANCE AGREEMENT FOR ALFA BASIC CARE FOR ALERA W/ISE, SERIAL NUMBER 13114321 FROM: JULY 1, 2017- JULY 1, 2018	1.00 CHG	2,500.00	2,500.00	05/01/2018

ALFA BASIC CARE: NO CHARGE FOR REPLACED OR REPAIRED PARTS. CERTAIN PARTS REQUIRE INSTALLATION BY A FIELD SERVICE ENGINEER.  
 A LIST OF THESE MAY BE OBTAINED BY CONTACTING CUSTOMER SERVICE. ONE (1) PREVENTATIVE MAINTENANCE (PM) DURING THE TERM OF THE AGREEMENT. UNLIMITED 24/7 TELEPHONE SUPPORT.  
 A 20% DISCOUNT ON STANDARD FIELD SERVICE ENGINEER HOURLY LABOR RATE AND TRAVEL TIME APPLIES.  
 DISCOUNT DOES NOT APPLY TO TRAVEL RELATED EXPENSES.

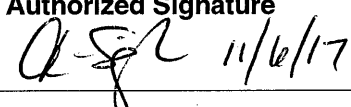
PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

<b>Sub Total Amount</b>	2,500.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	2,500.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	12	FL.VI.VTEA	12050	00000	314D	2,500.00	2018

0001010278KIRKLINK02-NOV-2017

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

**Supplier:** ALFA WASSERMANN DIAGNOSTIC 0000035355  
 TECHNOLOGIES LLC  
 PO BOX 416083  
 BOSTON MA 02241-6083  
 United States

**Phone:** (973) 882-8630  
**email:**

**Ship To:** RECEIVING  
 6699 CAMPUS DR  
 PLACERVILLE CA 95667

<b>Business Unit:</b> GENFD OPEN	
Req ID: 0001010278	Date: 10/18/2017
Page: 1	
Requisition Name: ALFA WASSERMANN Ace Alera	
Requester: Brandi Mitchiner	Bldg#: CTE
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	
Entered By: MITCHINB 18-OCT-2017	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	MAINTENANCE AGREEMENT FOR ALFA BASIC CARE FOR ALERA W/ISE, SERIAL NUMBER 13114321 FROM: 2017-2018	1	CHG	2,500.00	2,500.00	10/29/2017

Total Requisition Amount: 2,500.00

ALFA BASIC CARE: NO CHARGE FOR REPLACED OR REPAIRED PARTS. CERTAIN PARTS REQUIRE INSTALLATION BY A FIELD SERVICE ENGINEER.  
 A LIST OF THESE MAY BE OBTAINED BY CONTACTING CUSTOMER SERVICE. ONE (1) PREVENTATIVE MAINTENANCE (PM) DURING THE TERM OF THE AGREEMENT. UNLIMITED 24/7 TELEPHONE SUPPORT.  
 A 20% DISCOUNT ON STANDARD FIELD SERVICE ENGINEER HOURLY LABOR RATE AND TRAVEL TIME APPLIES. DISCOUNT DOES NOT APPLY TO TRAVEL RELATED EXPENSES.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	12	FL.VI.VTEA	12050	00000	314D	2,500.00

**Purchases Charged to Catagorical Programs, Grants or Special Project.**

This purchase is in compliance with the requirement of perkins

For grants/special projects 314D

Objectives 4 & 7

Name: [Signature]

Approval Signature 	Approval Signature 	Approval Signature 
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# ALFA WASSERMANN

Diagnostic Technologies, LLC

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July 17, 2017

FLC-El Dorado Center  
6699 Campus Drive, Bldg A, Rm 104  
Placerville, CA 95667

Attention: Jason Pedro

Enclosed is a personalized Service and Maintenance Proposal for your instrument.

Please note the importance of protecting your investment and maintaining the reliability of your analytical and diagnostic instrument by taking advantage of one of our Alfa Care Protection Plan option(s).

Should you decide to purchase the Agreement, please indicate the option selected, sign the complete contract, and return the signed agreement including the method of payment in full and sales tax if you reside in applicable state tax to Alfa Wassermann.

**This agreement cannot be processed without payment and applicable taxes, in advance.** If there are any questions regarding this agreement, please feel free to contact me at 1-800-220-4488, extension 166 or you can fax any information to: 973-227-0998.

Sincerely,  
Alfa Wassermann Diagnostic Technologies, LLC



Alexandra Miller  
Contract Administrator  
[amiller@alfawassermannus.com](mailto:amiller@alfawassermannus.com)



## ALFA WASSERMANN DIAGNOSTIC TECHNOLOGIES, LLC SERVICE AGREEMENT ACCEPTANCE FORM

Agreement to perform equipment repair service on the equipment listed below between Alfa Wassermann Diagnostic Technologies, LLC  
4 Henderson Drive, West Caldwell, NJ 07006 and the Customer:

FLC-El Dorado Center  
6699 Campus Drive, Bldg A, Rm 104  
Placerville, CA 95667

### TERMS OF AGREEMENT

From: To Be Determined

To: To Be Determined

Equipment: ALERA W/ISE

Serial Number: 13114321

### LEVEL OF SERVICE

The customer agrees to pay a non-refundable fee in advance for the appropriate service plan as indicated below (please circle choice).

#### Basic Care Level

**\$2,500**

(Customer to receive discount on service agreement per VP, Sales for the 2017-2018 contract year per A.Miller on 07/15/17 –  
To include visit to bring instrument back online)

### CUSTOMER INFORMATION

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

AWDT Customer Account Number: 10010062

#### FOR ALFA WASSERMANN USE ONLY:

Signed \_\_\_\_\_ Contract Number \_\_\_\_\_

Credit Card Authorization Number \_\_\_\_\_ Date \_\_\_\_\_

Document #610-1168 Rev. J 09/14

### PAYMENT INFORMATION

Check Enclosed, Check No. \_\_\_\_\_

Credit Card (Circle One): Visa    Master Card    AMEX

Signature \_\_\_\_\_ Date \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp. \_\_\_\_\_

ALFA WASSERMANN DIAGNOSTIC TECHNOLOGIES, LLC

4 Henderson Drive  
West Caldwell, NJ 07006  
(973) 882-8630  
Fax: (973) 227-0998  
[www.AlfaWassermannUS.com](http://www.AlfaWassermannUS.com)



# ACE<sup>®</sup>, ACE Alera<sup>®</sup>, and ACE Excel<sup>™</sup> Service Agreement Descriptions

## Service Availability

Telephone Hot-Line: Available 24 hours per day, 7 days per week for instrument service by calling 866-419-2532 for assistance.

On-Site Service: Available 8:00 a.m. through 5:00 p.m. local time Monday through Friday, excluding AWDT and Federal Holidays.

## Service Plan Descriptions

**Alfa Total Care Plus:** Unlimited Service Visits, including all travel time and expenses, laboratory time, service parts and associated freight expenses. One (1) Preventative Maintenance (PM) during the term of the Agreement and one (1) In House Training session. Unlimited 24/7 telephone support. No charge for replaced or repaired service parts.

**Alfa Total Care:** Unlimited Service Visits, including all travel time and expenses, laboratory time, service parts and associated freight expenses. One (1) Preventative Maintenance (PM) during the term of the Agreement. Unlimited 24/7 telephone support. No charge for replaced or repaired service parts.

**Alfa Basic Care\*:** No charge for replaced or repaired parts. (Certain parts require installation by a Field Service Engineer. A list of these may be obtained by contacting Customer Service.) One (1) Preventative Maintenance (PM) during the term of the Agreement. Unlimited 24/7 telephone support. A 20% discount on standard Field Service Engineer hourly labor rate and travel time applies. Discount does not apply to travel related expenses.

### Limitations:

Preventative Maintenance may, at AWDT's sole option, be combined with a repair visit. If no repair visits are needed during the term, PM will be performed prior to the end of the Service Agreement. Preventative Maintenance will only be performed during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding AWDT and Federal holidays.

AWDT's normal freight delivery time for parts ordered by 4:30 p.m. Eastern Time is next business day to major metropolitan areas. Shipment to areas outside major metropolitan areas may take longer.

If on-site repair service is required, AWDT will use commercially reasonable efforts to arrange for the FSE to arrive on-site the next business day after the dispatch request.

### Exclusions:

Reagents, calibrators, controls, expendables, probes, fuses, lamps, and all parts in direct contact with the sample or reagent stream are not covered by the Service Agreement.

Damage caused by misuse, abuse, power problems, fire, flood, acts of God, user failure to operate the system correctly or to perform routine operator maintenance as specified in the Operators Manual, cosmetic damage, equipment relocation(s) and system damage resulting from the equipment being moved without prior notification to AWDT, are not covered by the Service Agreement.

\*Alfa Basic Care contract not available in Alaska and Hawaii.



4 Henderson Drive, West Caldwell, NJ 07006 Phone: 800-220-4488 Fax: 973-227-0998  
Website: [www.AlfaWassermannUS.com](http://www.AlfaWassermannUS.com) Email: [info@AlfaWassermannUS.com](mailto:info@AlfaWassermannUS.com)

GN19 Rev 4 11/12

## ALFA WASSERMANN DIAGNOSTIC TECHNOLOGIES, LLC

4 Henderson Drive  
West Caldwell, NJ 07006  
(973) 882-8630  
Fax: (973) 227-0998  
[www.AlfaWassermannUS.com](http://www.AlfaWassermannUS.com)





## SERVICE AGREEMENT TERMS AND CONDITIONS

**1. Service Agreement.** The Service Agreement (the "Agreement") consists of the attached Service Agreement Acceptance Form and Service Agreement Descriptions and these Terms and Conditions, and only applies to the specific equipment identified in the Service Agreement Acceptance Form installed at Customer's facility.

**2. Term.** This Agreement will take effect on the date it is accepted by Alfa Wassermann Diagnostic Technologies, LLC ("AWDT") as indicated by its signature on the face of the Service Agreement Acceptance Form ("Effective Date"). Provided Customer is not in default, this Service Agreement will continue in force until the expiration date set forth in the Service Agreement Acceptance Form.

### 3. Services.

(a) **Preventative Maintenance.** AWDT will provide a qualified field service engineer ("FSE") to perform the number of preventative maintenance visits provided for in the Service Agreement Descriptions corresponding to the service level selected by Customer in the Service Agreement Acceptance Form. During a preventative maintenance visit, the FSE will perform such preventative maintenance and repair service as he determines to be appropriate and shall make such adjustments and repairs and replace (or recommend the replacement of) such parts as may be necessary to put the equipment in good working order ("Standard Services"). Following each preventative maintenance visit, the FSE will submit a written report to Customer.

(b) **Emergency Service.** If Customer requires assistance regarding AWDT procedures, diagnostics or mechanical/electronic difficulties at any time between PM Visits, Customer must first seek assistance from AWDT's Customer Solutions Center. The Customer Solutions Center can be reached at AWDT's toll free number (866-419-2532). A Customer Solutions Center representative will be available to review customer's issue and assist the Customer with diagnosis and performing maintenance / repair procedures. If the Customer Solutions Center representative determines that Customer's problem cannot be solved by Customer performing maintenance, AWDT will either send a replacement part for installation by the Customer, or dispatch an FSE for on-site emergency service. If an on-site visit is required, AWDT will use commercially reasonable efforts to arrange for the FSE to arrive on-site the next business day after the dispatch request. Emergency service will be provided at no cost during Standard Service Hours unless required due to any of the reasons set forth in subsection (d) below. Following such on-site emergency service, the FSE will submit a written report to Customer.

(c) **Hours/Overtime Hours Coverage.** Services will be provided during the hours of 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays observed by AWDT ("Standard Service Hours"). There will be no additional charge to Customer for services provided during Standard Service Hours, subject to subsection (d) below. If Customer either (i) requests on-site service outside Standard Service Hours or (ii) requests that a FSE conducting a service visit during Standard Service Hours remain on-site to continue to provide services after Standard Service Hours, Customer will be charged for an

overtime service visit, plus applicable travel expenses (including air, hotel, car, meals, tolls) at the prevailing rates.

(d) **Alfa Assist.** Customers that have an ACE Excel™ will be able to obtain remote assistance from a qualified AWDT customer service representative through the Alfa Assist™ feature of their instrument. Alfa Assist is an Internet enabled application that enables an AWDT Customer Solutions Center representative to obtain temporary control of the customer's instrument for the purpose of attempting to diagnose the causes of operating problems and assisting the customer in performing self-maintenance. All Alfa Assist service sessions are initiated by the customer and may be terminated by the customer at any time. Customer is able to observe and actively participate in the process from their own location. AWDT does not guaranty that an Alfa Assist session will result in Customer's operational problem being diagnosed or resolved. If the Alfa Assist session does not result in the complete resolution of Customer's operational problem, an emergency service visit will be scheduled pursuant to the procedures described in Section 3(b). Customer is advised that AWDT does not guarantee the security of communications through Alfa Assist. The computer system and telecommunications connections provided through Alfa Assist are, like any computer system or telecommunications network, susceptible to hacker attacks and security breaches. Customer assumes the risk of any such hacker attack or security breach. In addition, while AWDT endeavors to have Alfa Assist available on a 24 x 7 x 365 basis, it cannot provide any guaranty against interruptions resulting from the failure of computer systems, or interruptions to telecommunications networks or the Internet. AWDT disclaims all responsibility for any loss or theft of data, security breaches, hacker attacks, errors, communication failures or service interruptions.

(e) **Exclusions.** Notwithstanding anything to the contrary set forth in this Agreement, the servicing of the equipment that is required due to any of the following causes will be outside of the scope of the services covered by this Agreement, but will be provided by AWDT for an additional fee: (i) wear and tear resulting from Customer's failure to perform routine operator maintenance and cleaning of the equipment; (ii) faulty diagnostics, calibrators, controls or supplies not furnished by AWDT; (iii) mistakes, negligence or misuse by Customer's operators; and (iv) damage to any of the equipment, including but not limited to damage resulting from any of the following: (a) accident, neglect or misuse; (b) Customer's failure to provide environmental conditions in accordance with AWDT's printed directions; (c) Acts of God; (d) service performed by anyone other than a FSE dispatched by AWDT; and (e) modifications to the equipment not authorized by AWDT. Labor and parts required for repairs required due to any of the foregoing causes (i)-(iv) will be billed at AWDT's prevailing rates at the time service is provided.

(f) **Disclaimer.** Notwithstanding anything to the contrary set forth in this Agreement, with regard to equipment that was originally installed at Customer's facility more than five years prior to a service call, AWDT shall use commercially reasonable efforts to make any repairs required to such equipment but does not guarantee that it will be able to do so. .

**4. Replacement Parts.** If in AWDT's judgment replacement parts are required for the equipment, they will be provided at no additional cost, except as set forth below. Replacement parts may be either new



# ALFA WASSERMANN

Diagnostic Technologies, LLC

or reconditioned at the discretion of AWDT. Customer is obligated to return to AWDT all defective parts for which AWDT provides replacements pursuant to instructions stated in an AWDT Return Goods Authorization and at AWDT's freight expense. Customer will be charged list prices for (i) parts needed to repair any damage to equipment or for any other reason stated in Section 3(d), and (iii) replacement parts if Customer does not return defective parts to AWDT within 30 days after replacement parts are shipped. Notwithstanding anything to the contrary set forth herein, no parts will be furnished under this Agreement to be held in inventory by Customer for future needs or service. Diagnostics, calibrators, controls, consumables, accessories, and all parts and items in direct contact with a reagent or sample including, but not limited to electrodes, are not covered by this Service Agreement. If Customer requires any such items they will be charged at list prices.

**5. Warranty.** AWDT warrants that replacement parts furnished under this Agreement will be free of defects in material and workmanship (or, if reconditioned, to be equivalent to new in performance) under normal use and proper maintenance for a period of 90 days from the date of installation. AWDT further warrants that it will provide the services herein specified in a professional and workmanlike manner during the term of this Agreement. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED, AND IS THE ONLY WARRANTY GIVEN BY AWDT. CUSTOMER AGREES THAT AWDT HAS MADE NO UNDERTAKINGS, AGREEMENTS OR REPRESENTATIONS, EXPRESSED OR IMPLIED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WARRANTY FOR PARTS NOT COVERED BY THIS AGREEMENT SHALL BE COVERED BY AWDT'S STANDARD WARRANTY FOR THOSE PARTS AS SET FORTH IN AWDT INVOICES.

**6. Limitation of Liability.** Notwithstanding anything to the contrary set forth in this Agreement, AWDT shall have no liability for any indirect, incidental, consequential, special or punitive damages, including but not limited to lost profits and damage to reputation, resulting from breach of AWDT's warranty, from the breach or non-performance of any term or condition set forth in this Agreement or from AWDT's actual or imputed negligence, whether or not AWDT was aware of the likelihood of such damages being incurred. In the event of any such breach, non-performance or negligence, AWDT's sole obligation and liability, and Customer's exclusive remedy under this Agreement, shall be limited: (i) in the case of parts, to repairing or replacing (with a new part or one equivalent to new in performance) any part which AWDT finds to be defective in material or workmanship, at AWDT's option, either at Customer's installation site or at an AWDT facility designated by AWDT (shipment to such facility to be at AWDT's expense if AWDT finds the part to be defective in material or workmanship) and (ii) in the case of services invoiced in connection with repairs, at AWDT's election to re-perform any services which AWDT finds to be non-conforming to warranty. Notwithstanding anything herein to the contrary, the liability of AWDT with respect to a claim of any kind whatsoever, shall not exceed the invoice price of the replacement parts or service as to which the claim is made. Customer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of the equipment and replacement

parts supplied hereunder including, but not limited to any injury or damage resulting from the use of the equipment or replacement parts in Customer's operations or in combination with other substances or products. Customer agrees to defend, indemnify and hold AWDT, its managers, officers, employees, agents and affiliates, harmless from and against all claims, losses, liabilities and expenses (including attorneys' fees and other litigation or settlement costs) arising out of Customer's handling, possession, use or sale of the equipment and replacement parts.

**7. Claims.** Customer shall be responsible for inspecting and testing its equipment and replacement parts delivered to it hereunder within 90 days following the completion of service or delivery of a replacement part and before recommencing use of the equipment. Any claim under this Agreement must be made within 90 days after service is performed or a replacement part is delivered, or if the defect is one which cannot reasonably be discovered upon the completion of service or delivery of a replacement part, within 30 days after said defect should reasonably have been discovered but in no event later than one year after the completion of service or delivery of a replacement part. Customer's failure to give AWDT written notice of claim within such time shall constitute a waiver by Customer of all claims with respect to the service performed, including but not limited to claims for breach of warranty.

**8. Customer's Obligations.** Customer agrees: (i) that its operators will complete training in the operation and maintenance of the equipment provided by AWDT prior to using the equipment; (ii) to comply with the provisions of the AWDT Operators Manual in operating and maintaining the equipment; (iii) to comply with AWDT's instructions in correcting malfunctions of the equipment; (iv) to make the equipment readily accessible to the FSE dispatched by AWDT at the times scheduled for all service calls; and (v) to provide the FSE and other applicable AWDT employees with information, including material safety data sheets, sufficient to identify the hazards associated with hazardous chemicals to which they may be exposed when providing service at Customer's site (excluding chemicals provided by AWDT).

**9. Modification or Add-On Equipment.** Nothing contained herein shall obligate AWDT to perform service on any equipment that has been modified or altered without prior written approval from AWDT, or on equipment obtained from other manufacturers.

**10. Equipment Relocation.** If the equipment is relocated in any manner (including relocation to a different room or floor within the same Customer facility site) without the written approval of AWDT obtained at least 30 days in advance thereof, AWDT will have the option to terminate this Agreement and all further obligations to perform hereunder. All moving costs relating to the equipment relocation are the responsibility of Customer. The cost of re-installation of the equipment will be billable to Customer at then prevailing AWDT labor rates. Parts and/or labor required to repair any damage incurred in the relocation will be billable to Customer at then prevailing AWDT prices and/or rates.

**11. Payment/Default.** Payment for all services rendered under this Agreement that are not included in the Standard Services and which are not covered by the annual service fee set forth in the Service Agreement Acceptance Form shall be made by Customer without offset or deduction of any kind, net 30 days from invoice date. If any

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# ALFA WASSERMANN

Diagnostic Technologies, LLC

payment is overdue more than 30 days, AWDT may, at its option, suspend or terminate this Agreement, in addition to pursuing all other remedies available to it. Late payments are subject to a charge of one and one half percent (1 ½%) per month on the unpaid balance, or the maximum amount permitted by applicable law, whichever is less. AWDT's normal payment terms set forth above are subject to verification of Customer's credit by AWDT and AWDT may modify such terms and require payment in advance if it determines in its sole judgment that Customer's payment record or credit history do not justify continuance of such normal payment terms. In case of default of any payment by Customer, Customer shall be responsible for all costs of collection incurred by AWDT, including, without limitation, attorney's fees and other litigation or settlement costs.

**12. Taxes.** If applicable, there shall be added to the charges specified on the face of the Service Agreement Acceptance Form and all additional charges provided for in this Agreement the amount of any taxes, however designated, levied or based, directly or indirectly on such charges or on this Agreement or the service or parts required to be provided by AWDT under this Agreement, including Federal, State and local taxes, but, excluding any taxes incurred by AWDT based on income attributable to fees paid by Customer under this Agreement. If Customer is exempt from such taxes it shall provide evidence of such tax-exemption promptly upon request by AWDT.

**13. Pricing.** If this Agreement has a term covering multiple years, the annual fee will be increased on each anniversary date of the Agreement by an amount not to exceed the greater of (a) 12% per year, or (b) the annual increase in the consumer price index for the region or greater metropolitan area in which Customer's site at which the equipment is installed is located. The increased rate will become effective immediately upon delivery of written notice to Customer by AWDT. In the case of one year agreements that are renewed, the fee to be charged during the renewal term will be increased in the same manner.

**14. Omnibus Reconciliation Act of 1980.** If it is ultimately determined that Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is applicable to this Agreement and if the annual fee payable under this Agreement is \$10,000 or more over a twelve-month period, AWDT agrees that: (i) until the expiration of four years after the furnishing of the services pursuant to this Agreement, AWDT shall make available, upon written request to the Secretary of the Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, the agreement and books, documents and records of AWDT that are necessary to certify the nature and extent of such costs and (ii) if AWDT carries out any of the duties of this Agreement through a subagreement, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subagreement shall contain a clause to the effect that until the expiration of four years after the furnishing of such service pursuant to such subagreement, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subagreement, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

**15. Confidential Information.** While AWDT does not contemplate furnishing confidential information of any kind under this Agreement to Customer or to any governmental entity, any proprietary information pertaining to the services to be provided hereunder which may be furnished by AWDT to Customer or to such governmental entity will (i) remain AWDT's property, (ii) be held in confidence by Customer, (iii) be returned to AWDT upon AWDT's request and (iv) may not be used without AWDT's written permission for any purpose other than to use, operate and perform routine maintenance on Customer's AWDT equipment and for no other purpose.

**16. HIPAA.** During the course of providing the Assist Services, or otherwise, AWDT personnel may obtain access to information stored on a Customer's equipment that constitutes protected health information ("PHI") under the Health Information Portability and Accountability Act of 1996 (HIPAA). If that situation occurs, AWDT will promptly advise Customer of the incident so that it can fulfill its obligations under HIPAA and other applicable laws and regulations governing confidential patient data. Any such information accessed by AWDT personnel will be used for the sole purpose of attempting to diagnose and correct operating problems that the Customer is experiencing with its equipment, and to service the equipment. AWDT will not disclose any such information to third parties or retain any such information other than in de-identified form for archival purposes and as required in order for AWDT to comply with applicable laws and regulations regarding maintaining records of service-related activities. AWDT fully complies with HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

**17. Force Majeure.** The failure of AWDT to make, or of Customer to request or accept, any one or more deliveries of parts or service (or portions thereof) when due shall not subject the party so failing to any liability to the other if such failure shall be caused by or result from an act of God or the public enemy, governmental action, fire, explosion, flood, drought, war, riot, sabotage, embargo, strikes, or other labor trouble, failure, in whole or in part, of AWDT's suppliers or any subcontractor to deliver materials, equipment, or machinery to AWDT on schedule, interruption of or delay in transportation, shortage of fuel, energy or utilities, or by any other event or circumstance of a similar or different nature beyond the reasonable control of the party so failing. In no event shall AWDT be obligated to provide replacement equipment in such circumstances or to purchase products, equipment or replacement parts from others or to engage other service providers in order to enable it to perform under this Agreement.

**18. Allocation.** In the event AWDT's supply of any replacement parts is reduced, AWDT may allocate its entire available supply to its customers and its own requirements on such basis as it shall determine, in its discretion, to be fair and reasonable. Should AWDT elect to discontinue, curtail or limit the production or sale of any part or product as a result of the application of any governmental statute, regulation or order, including but not limited to those applicable to prices, transportation, energy, pollution or product safety, which, in AWDT's judgment, will render the production or marketing of such part or product economically, technologically or commercially infeasible, AWDT may, without penalty or other charge, terminate

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# ALFA WASSERMANN

Diagnostic Technologies, LLC

this Agreement with respect to such part or product upon sixty (60) days' prior written notice to Customer.

**19. Miscellaneous.** This Agreement and any of the rights hereunder shall not be assigned or transferred by Customer or its successors without the prior written consent of AWDT. Customer hereby consents to the assignment of this Agreement by AWDT to any affiliated company or to any successor of AWDT. This Agreement contains the entire agreement between the parties with respect to service of the equipment specified herein. All previous and collateral agreements relating to the subject matter of this Agreement, written, oral and electronic are superseded hereby. Any representation, promise or condition not expressly set forth in this Agreement shall not be binding on either party. No waiver, alteration or modification of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties. Failure of either party to insist on strict compliance with any provision hereof, or to exercise any right hereunder, shall not constitute a waiver of such provision or right in any other instance. The performance of each party hereunder is undertaken as an independent contractor and not as an agent or partner of the other party. Neither party shall enter into or incur, or hold itself out to third parties as having authority to enter into or incur on behalf of the other party or any of its affiliates, any contractual obligation, expense, or liability whatsoever. Section headings are for convenience of reference only and shall not have any effect upon the interpretation of these terms and conditions. This Agreement shall be construed in accordance with the laws of the State of New Jersey without giving effect to the principles of conflicts of law. Venue for any action filed in regard to this Agreement shall be exclusively in the federal and state courts located in Newark, New Jersey. AWDT and Customer waive any and all right to trial by jury in any action or proceeding relating in any way to this Agreement. All notices required or permitted hereunder shall be in writing and served by registered or certified mail, return receipt or by overnight courier and shall be effective upon receipt. This Agreement has been subject to review and negotiation by the parties with the assistance of counsel and no presumption in the interpretation of this Agreement for or against either of them due to authorship shall be applicable.

ANY TERMS OR CONDITIONS PERTAINING TO THE MATTERS SET FORTH IN THIS SERVICE AGREEMENT WHICH MAY APPEAR ON ANY CUSTOMER PURCHASE ORDER OR OTHER DOCUMENT ARE EXPRESSLY REJECTED BY AWDT.

FLC-El Dorado Center

*Victoria A. Margatt*

10/24/17

Signature

Date

*Victoria A. Margatt*

Printed Name

*Dean, Career & Technical*

Title

*Education*

Document #CB28 Rev. 2 12/12

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