

Dr. Justin Grodnitzky  
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US

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Sales Proposal

Please reference this Quotation when Purchase Order is issued

**Quotation No: 22087482 - Expiration Date: 09/27/2019**

Dear Dr. Justin Grodnitzky,

Thank you for your interest in Waters! Please find the enclosed Sales Quotation for the products you inquired about. We look forward to working with you and your team for all of your laboratory needs.

To place an order for products and services on this quotation, you may send your hard copy purchase order via email to [waters\\_quotes@waters.com](mailto:waters_quotes@waters.com)

You may also contact Waters Sales Support to place your order via telephone at 800-252-4752 Ext.8023, fax your purchase order to 508-482-8532 or 508-482-8834.

If you have any questions regarding this quotation, please contact your local Account Representative: Scott Toerber. Scott may be reached by telephone at 800-252-4752 Ext.6485, or via Email at [SCOTT\\_TOERBER@WATERS.COM](mailto:SCOTT_TOERBER@WATERS.COM), or visit us online at [www.waters.com](http://www.waters.com).

Waters Sales Support  
Tel: 800-252-4752 Ext.8023  
Email: [waters\\_quotes@waters.com](mailto:waters_quotes@waters.com)

FOR

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Item	Product#	Qty	Description	Unit Price	Discount	Net Price
1	<b>176815014</b>	1	<b>Waters Screening Platform Soln. w/UNIFI</b>	514,515.00	- 210,367.84	304,147.16
			<i>With the following configuration:</i>			
	176015111	1	ACQ. I-Class PLUS Sys. (CM-A) w/SM-FTN-I			
	176003484	1	Xevo G2-XS QTof 4k UNIFI			
	176002846	1	Vacuum Pump			
	176002513	1	MS Ref Stds: TOF G2-S MS Install			
	700004189	1	FLUIDICS TUBING AND FITTINGS			
			<b>UNIFI Software and Options</b>			
	176002738	1	UNIFI Workstation Software			
	740004262	1	Maint 1Yr: UNIFI Workstation Software			
	667004656	1	UNIFI Workstation Small Molecule Option			
	176004034	1	UNIFI P-Series			
	668000419	1	Monitor, 27"			
	176003252	1	Forensic Toxicology Application Kit The Kit contains the following items: # ACQUITY UPLC HSS C18, 1.8µm, 2.1x150mm # CH-A Extension Kit H/I-Class for MS # 12 x 32mm Screw Neck Max Recovery Vial, with Cap and Preslit PTFE/Silicone Septa # Tubing Kit, peek			
	176003253	1	Forensic Toxicology Installation Kit The Toxicology Application Solution Installation Kit contains the following items: # Forensic Toxicology Standards kit: # Forensic Toxicology Standard # Ammonium Formate Concentrate # Formic Acid # MS 10ml Soln, Formic			
			<b>ASR Options</b>			
	186007088	1	Certified Container Kit			
			<b>Installation, Training and Plans</b>			
	741000475	1	FORENSIC TOXICOLOGY APP SOL INSTALL CERT			
	750000840	1	5-day On-Site MS App Training w/eLearn			
	176003950	1	Analytical LC-MS Solvent Install Kit			
2	667004874	1	UNIFI Toxicology Library	4,300.00	- 1,806.00	2,494.00
3	750000643	1	XEVO G2-S QTOF Small Molecule Operation	4,010.00	- 1,203.00	2,807.00

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Item	Product#	Qty	Description	Unit Price	Discount	Net Price
			Items 2-3 must be purchased with item 1 on one purchase order for the discount to be applicable			
4	WAT091007	1	Trade In ACQUITY TQD LC/MS system To be used towards the purchase of item 1 S/N QBA383			-45,000.00
5	<b>176850033</b>	1	<b>Xevo TQD System</b> <i>With the following configuration:</i> <b>Xevo TQD</b>	316,163.00	- 132,511.26	183,651.74
	176002481	1	Xevo TQD			
	176002526	1	MassLynx Workstation with TL			
	668000273	1	MONITOR, Lenovo ThinkVision Flat Panel			
	176002490	1	MS Ref Stds: Xevo TQD			
	176002685	1	Vac Rough Pump + Freq Conv			
			<b>ACQUITY UPLC I-Class PLUS System</b>			
	176015111	1	ACQ. I-Class PLUS Sys. (CM-A) w/SM-FTN-I			
			<b>Installation, Training and Plans</b>			
	741000321	1	TQD SYSTEM INSTALLATION CERT			
	176003950	1	Analytical LC-MS Solvent Install Kit			
6	668000553	1	Cable Mini DisplayPort to DisplayPort Item 668000553 and Item 668000273 are part of a package and must be purchased together on one (1) purchase order.	25.00		25.00
7	725000473	2	Power Supply, Uninterruptable 5.2KV	10,200.00		20,400.00
8	720002242EN	2	Implementation Kit	1.00	- 1.00	0.00

Sub Total	<b>468,524.90</b>
Estimated Freight Charges	<b>9,230.33</b>
Total Quotation in USD (Excludes Applicable Taxes)	<b>477,755.23</b>

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### Waters Standard Terms and Conditions

Delivery: 90 Days  
Freight Terms: FOB Shipping Point  
Prepaid & Added  
Payment Terms: NET 30 DAYS  
**Payment Terms Subject to Credit Review**

#### Additional notes:

A training certificate will be shipped and invoiced at the same time your instrument ships. The certificate will be valid for one year.

For Finance and Leasing Options - Contact Director of Instrument Leasing, Alex Johnson at 1-800-252-4752 Ext. 2307.

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### Optional Items

Product#	Qty	Description	Unit Price	Discount	Net Price
<b>SERVICE PLANS</b>					
Total Assurance Warranty, year 3.					
740004412	1	TAW ACQUITY I-Class CM-A (1PM)	1,065.00	- 372.75	692.25
740005170	1	TAW Xevo G2-XS QToF (1PM)	39,305.00	- 13,756.75	25,548.25
740005870	1	TAW ACQUITY PLUS BSM (1PM)	5,965.00	- 2,087.75	3,877.25
740005885	1	TAW ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,730.00	- 1,305.50	2,424.50
740004526	1	TAW XEVO TQD (1PM)	23,710.00	- 8,298.50	15,411.50
740004412	1	TAW ACQUITY I-Class CM-A (1PM)	1,065.00	- 372.75	692.25
740005870	1	TAW ACQUITY PLUS BSM (1PM)	5,965.00	- 2,087.75	3,877.25
740005885	1	TAW ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,730.00	- 1,305.50	2,424.50
740002549	1	Maint: MassLynx S/W 2nd Yr	2,230.00	- 780.50	1,449.50
TDS603152	1	SERVICE PLAN DISTANCE CHARGE ZONE 3	1,480.00		1,480.00
Waters is offering the following multi-year service plan contract at 35% off of list price. The 35% new multi-year service plan incentive is only available if the plan(s) is purchased with the instrument. The multi-year service plan invoice will be issued upon installation of the instrumentation.					
Total Assurance Plans, year 3.					
740004409	1	TAP ACQUITY I-Class CM-A (1PM)	1,015.00	- 355.25	659.75
740005164	1	TAP Xevo G2-XS QToF (1PM)	37,525.00	- 13,133.75	24,391.25
740005866	1	TAP ACQUITY PLUS BSM (1PM)	5,695.00	- 1,993.25	3,701.75
740005881	1	TAP ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,560.00	- 1,246.00	2,314.00
740004520	1	TAP XEVO TQD (1PM)	22,635.00	- 7,922.25	14,712.75
740004409	1	TAP ACQUITY I-Class CM-A (1PM)	1,015.00	- 355.25	659.75
740005866	1	TAP ACQUITY PLUS BSM (1PM)	5,695.00	- 1,993.25	3,701.75
740005881	1	TAP ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,560.00	- 1,246.00	2,314.00
740002548	1	MassLynx Software 1 Year Plan	2,230.00	- 780.50	1,449.50
TDS603152	1	SERVICE PLAN DISTANCE CHARGE ZONE 3	1,480.00		1,480.00

**Sales Proposal**  
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**Optional Items**

Product#	Qty	Description	Unit Price	Discount	Net Price
Total Assurance Plans, year 4.					
740004409	1	TAP ACQUITY I-Class CM-A (1PM)	1,015.00	- 355.25	659.75
740005164	1	TAP Xevo G2-XS QToF (1PM)	37,525.00	- 13,133.75	24,391.25
740005866	1	TAP ACQUITY PLUS BSM (1PM)	5,695.00	- 1,993.25	3,701.75
740005881	1	TAP ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,560.00	- 1,246.00	2,314.00
740004520	1	TAP XEVO TQD (1PM)	22,635.00	- 7,922.25	14,712.75
740004409	1	TAP ACQUITY I-Class CM-A (1PM)	1,015.00	- 355.25	659.75
740005866	1	TAP ACQUITY PLUS BSM (1PM)	5,695.00	- 1,993.25	3,701.75
740005881	1	TAP ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,560.00	- 1,246.00	2,314.00
740002548	1	MassLynx Software 1 Year Plan	2,230.00	- 780.50	1,449.50
TDS603152	1	SERVICE PLAN DISTANCE CHARGE ZONE 3	1,480.00		1,480.00
740004409	1	TAP ACQUITY I-Class CM-A (1PM)	1,015.00	- 355.25	659.75
740005164	1	TAP Xevo G2-XS QToF (1PM)	37,525.00	- 13,133.75	24,391.25
740005866	1	TAP ACQUITY PLUS BSM (1PM)	5,695.00	- 1,993.25	3,701.75
740005881	1	TAP ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,560.00	- 1,246.00	2,314.00
740004520	1	TAP XEVO TQD (1PM)	22,635.00	- 7,922.25	14,712.75
740004409	1	TAP ACQUITY I-Class CM-A (1PM)	1,015.00	- 355.25	659.75
740005866	1	TAP ACQUITY PLUS BSM (1PM)	5,695.00	- 1,993.25	3,701.75
740005881	1	TAP ACQUITY I-Class PLUS SM-FTN-I (1PM)	3,560.00	- 1,246.00	2,314.00
740002548	1	MassLynx Software 1 Year Plan	2,230.00	- 780.50	1,449.50
TDS603152	1	SERVICE PLAN DISTANCE CHARGE ZONE 3	1,480.00		1,480.00

SUBTOTAL USD **224,030.75**

**EXTEND YOUR COVERAGE, REDUCE OVERALL COST OF OWNERSHIP**

The Total Assurance Warranty (TAW) is available only during the first 90 days of system/software ownership and provides full support coverage for two years at significant savings.

With a TAW, you save money when compared to an annual service agreement, or per-incident services. Purchasing a TAW with a system offers benefits including system discounts, secure priority support for two years, unlimited repair visits, and replacement parts as needed. The TAW also

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### **Optional Items**

guarantees a scheduled Performance Maintenance visit (PM) in year two.

Waters maintenance contracts for Empower and MassLynx Software supports your business through continuous product improvement including; all patches, enhancements, upgrades to the newest product version, priority telephone support, exclusive access to the Informatics community for peer/Waters experts discussions, and web based support including downloads and technical notes.

Take advantage of this offer - Protect your investment with a service plan now.

- o Ensure reliable operation and minimize unscheduled downtime
- o Guarantee a seamless continuation of full support after your limited warranty expires
- o Fix the cost of ownership for your mission critical instruments
- o Eliminate administrative costs of processing future multiple purchase orders

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### Detail Product Description(s)

#### Product# Description

##### 176015111 ACQ. I-Class PLUS Sys. (CM-A) w/SM-FTN-I

ACQUITY UPLC I-Class PLUS Column Manager System (CM-A) with SM-FTN-I

The ACQUITY UPLC I-Class PLUS Column Manager System has integrated solvent, sample and column heating configured for binary solvent delivery and sample introduction via a Flow-Through Needle sample manager (SM-FTN-I). The system may be configured with UV-based UPLC optical detectors and any currently supported Waters#mass detector, with a choice of instrument control and data management software.

The following items are included as part of the column manager system:

- # ACQUITY UPLC I-Class PLUS Binary Solvent Manager (BSM)
  - # ACQUITY UPLC I-Class PLUS Sample Manager # Flow-Through-Needle (SM-FTN-I)
  - # Column Manager (CM-A) configured with two (2) 0.003#/0.076 mm I.D. ActivePre-Heaters, additional tubing and 18K PSI valve kit
  - # ACQUITY UPLC I-Class PLUS Column Manager System Start Up Kit
  - # Total of 4 Leak Sensors
  - # ACQUITY UPLC Absorbance Start-Up Solution
  - # Information Set
  - # ACQUITY UPLC Solvent Tray Module
  - # ACQUITY UPLC I-Class PLUS System Start Up Kit
  - # ACQUITY UPLC BEH C18 Column, 2.1 x 50 mm, 1.7 µm
  - # Vials
- Replaces 176015074

##### 176003484 Xevo G2-XS QToF 4k UNIFI

The Waters Xevo® G2-XS QToF is a high performance benchtop QToF mass spectrometer incorporating the XS Collision Cell for enhanced sensitivity and selectivity, resulting in the highest quality most comprehensive qualitative information together with the ultimate in quantitative performance.

For the scientist who needs to identify, quantify and confirm the broadest range of compounds in the most complex and challenging samples, the Xevo® G2-XS QToF offers maximum robustness with no compromise in performance, class-leading real-world quantitative sensitivity, flexibility to adapt to changing needs, and is accessible to experts and non-experts alike.

#### STEPWAVE" ION OPTICS

StepWave" ion transfer optics dramatically increases the efficiency of ion transfer from the ion source to the MS analyser at the same time as efficiently eliminating undesirable neutral contaminants. This technology delivers unprecedented levels of robust, durable sensitivity.

#### 2. INTELLISTART" FLUIDICS

The instrument is equipped with an on-board infusion system capable of delivering reference solutions from 3 built-in vial locations. The on-board fluidics system is controlled by the IntelliStart" software to

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### Detail Product Description(s)

Product#	Description
176003484	<b>Xevo G2-XS QToF 4k UNIFI - Continued</b>

provide automated instrument setup and mass calibration. The reference solutions are delivered via switching valves for either direct or combined (into an LC flow) infusion into the ion source. The valves can in addition be programmed from the software to function as an LC flow divert. If required, the fluidics can be controlled manually via the System Console.

#### 3. QUADRUPOLE ANALYSER

The instrument is equipped with a high performance quadrupole mass analyser. Pre-filters are fitted to the mass analyser to maximise resolution and transmission. The pre-filters also eliminate the need for cleaning of the quadrupole mass analyser. All lens and analyser voltages are digitally controlled. Analyser parameters may be programmed with respect to mass for optimal performance.

#### 4. COLLISION CELL

The instrument is equipped with an XS Collision Cell where the collision energy is under programmable software control. The collision energy and collision gas pressure used during data acquisition are automatically recorded and appended to the relevant data file.

#### 5. TOF ANALYSER

The instrument is equipped with a high performance oaToF mass analyser with a mass range up to m/z 100,000 and a resolving power of 40,000 FWHM.

#### 6. VACUUM SYSTEM

The instrument is equipped with a differentially pumped, automated vacuum system comprising air-cooled turbomolecular pumps and one backing pump (either one rotary pump or one oil free pump). Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.

The backing option must be ordered separately (See Backing Pump Options for part numbers and descriptions)

LockSpray " API interface#Dual orthogonal interface for robust LC/MS is included.

The standard system does not include the following items, which must be specified separately:

- nanoLockSpray" interface for nanoflow chromatography
- Additional inlet probes and ion source options (detailed below).
- Acquisition PC data system and monitor
- Additional Workstation data system terminals.
- Printers.
- Vacuum backing pump options (rotary pump or oil-free pump)

## Sales Proposal

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### Detail Product Description(s)

#### **Product# Description**

##### **176003484 Xevo G2-XS QToF 4k UNIFI - Continued**

HPLC systems or other inlet options.

##### **700004189 FLUIDICS TUBING AND FITTINGS**

Tubing and Fittings

##### **176002738 UNIFI Workstation Software**

A UNIFI Personal Workstation Base Software kit includes an installation DVD, the UNIFI Personal Base Software License (which includes Five (5)- Named User Licenses), On-line Help, Installation and Configuration Guide, Upgrade and Configuration Guide, and the System Administrator's Guide.

##### **667004656 UNIFI Workstation Small Molecule Option**

A UNIFI Workstation Small Molecule Option includes the dealkylation tool, MassFragment" Tool and the IsoScore" Tool. This option is on a per-workstation basis.

##### **176003950 Analytical LC-MS Solvent Install Kit**

Analytical LC-MS Solvent Install Kit

The Analytical LC-MS Solvent Install Kit is intended to assist in effectively installing new LC-MS systems by minimizing sources of possible contamination. This kit includes the LC-MS Grade Solvent Kit (186008715) as well as the Waters Certified Container Kit (186007088). Additional kit components also include a formic acid additive, aqueous ammonia additive and nitrile gloves.

Note: Because this is a hazardous material and GHS requirements vary from country to country, Waters Corporation is only able to ship this item to specific countries worldwide. If the destination for this order (i.e. the ship to country) is changed to a non-permitted country at any point after this quote was generated, this item will be excluded from the final order.

##### **667004874 UNIFI Toxicology Library**

A comprehensive scientific library populated with over 1,000 toxicologically relevant compounds all complete with retention time information. Greater than 75% of compounds in the library have verified accurate mass fragment ion information with greater than 97% with Mol files for in-silico fragmentation analysis.

##### **176002481 Xevo TQD**

Waters Xevo TQD

The Xevo TQD is a highly advanced tandem quadrupole mass spectrometer designed for your most demanding quantitative UPLC/MS/MS applications. It benefits from Engineered Simplicity # the combination of high performance and simplicity of operation, with ion source versatility to service the broadest range of applications, to deliver superior quantitative capability to the widest range of scientists, across varying levels of expertise.

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## Detail Product Description(s)

### Product# Description

176002481 **Xevo TQD - Continued**

In addition to the standard tandem quadrupole acquisition modes, the Xevo TQD has the capability to perform both RADAR" and PICS" acquisitions, similar to the Xevo TQ MS and the Xevo TQ-S. In RADAR mode the Xevo TQD rapidly alternates between MRM and full scan MS acquisition modes. You can track your target analytes with precision in MRM mode, while at the same time scanning the background for all other components. PICS allows you to collect a product ion spectrum from the top of all detected peaks in MRM mode for additional confidence in your peak assignment, activated by a single check box.

The following items are included as part of the standard system:

Z SPRAY" API interface#Dual orthogonal interface for robust LC/MS  
Electrospray (ESI) inlet probe#for efficient ionisation of a wide range of compounds  
ESCI" ionisation capability rapid switching source for both ESI and APCI in the same run  
IntelliStart" fluidics Automated tuning, calibration and method development  
TargetLynx" Application manager (requires license as provided with PC, below)  
OpenLynx" Application manager (requires license as provided with PC, below)

The standard system does not include the following items, which must be specified separately:

Additional inlet probes and ion source options (detailed below).  
Acquisition PC data system and monitor  
Additional Workstation data system terminals.  
Printers.  
Additional MassLynx" options (detailed below).  
Vacuum backing pump options (rotary or oil-free combinations)  
HPLC systems or other inlet options.

#### 1. Z SPRAY" API INTERFACE

This instrument is equipped with an atmospheric pressure ionisation (API) LC interface. The source and spraying elements are visible through a transparent window in the enclosure and are easily accessible via a quick-release mechanism. The source elements may be wiped clean in situ or removed for cleaning without the need for tools and without breaking vacuum. The nebulized spray is orientated orthogonally and positioned off axis for maximum source longevity and analyser protection against 'dirty' samples. The source also includes facilities for de-clustering ions formed at atmospheric pressure. Positive and negative capability is included. Positive ion, negative ion and ESCI" capability is available as standard (allowing rapid switching between ESI and APCI, positive and negative in the same run). All source voltages and gases are under data system control.

#### 2. INTELLISTART" FLUIDICS

The instrument is equipped with an on-board infusion system capable of delivering reference solutions from 2 built-in vial locations. The on-board fluidics system is controlled by the IntelliStart software to provide automated instrument setup, mass calibration and method development. The reference solutions are delivered via switching valves for either direct or combined (into an LC flow) infusion into the API source. The valves can in addition be programmed from the software to function as an LC flow divert. If required, the fluidics can be controlled manually via the system Console.

#### 3. TANDEM QUADRUPOLE ANALYSER

The instrument is equipped with two high performance quadrupole mass analysers with inter-element beam focusing and a mass range of 2-2000 amu. Pre-filters are fitted to the mass analysers to maximise resolution and transmission. The pre-filters also eliminate the need for cleaning of the quadrupole mass analysers. All lens and analyser voltages are digitally

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**Detail Product Description(s)**

**Product# Description**

**176002481 Xevo TQD - Continued**

controlled. Analyser parameters may be programmed with respect to mass for optimal performance. Analyser parameters used for data acquisition are automatically recorded and appended to the relevant data file.

4. COLLISION CELL

The collision cell can be operated as a high efficiency travelling wave (T-Wave) device for collision induced dissociation. The travelling wave enables rapid cell clearance and refill for fast MRM transition switching while maintaining optimum signal to noise.

RADAR":

An information-rich acquisition approach that allows you to collect highly specific quantitative MRM data for target compounds while providing additional spectral data to help visualize all other components in the sample.

5. VACUUM SYSTEM

Clean, differentially pumped, automated vacuum system comprising:

Air-cooled Pfeiffer splitflow turbomolecular drag pump evacuating both the source & analyser.

Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.

The backing option must be ordered separately (See Backing Pump Options for part numbers and descriptions)

6. DETECTOR

The instrument is equipped with a low noise dynolite photomultiplier detector. The detector is positioned after the second analyzer. A High Voltage conversion dynode and phosphor are positioned at 90° off-axis to the analyser for the elimination of neutral noise. The detector features novel, integral focusing optics, which provides a detection efficiency approaching 100% for single ions. The photomultiplier is enclosed in its own vacuum envelope for long life. The detector operates in both positive and negative ion mode, which can be switched rapidly under software digital control.

7. MASSLYNX" SOFTWARE / MS Workstation

The MS Workstation and MassLynx 4.1 License for the application software for instrument control, data acquisition and processing must be ordered separately (See MS Workstation section for part numbers and descriptions)

Post acquisition processing and general data manipulation can be carried out by an additional computer workstation and software installation.

**176002526 MassLynx Workstation with TL**

MassLynx" Workstation with License

MassLynx Application Software License includes key discs for TargetLynx" and OpenLynx"

Lenovo ThinkStation P520 Series with Windows 10 Enterprise LTSB

Processor: Intel® Xeon® W-2125 Processor (4.0 GHz 4c); Operating system: Windows 10 Enterprise LTSB (US English);

Form factor: Tower 4x6 Mechanical; Motherboard: P520 - TPM Enabled; Total memory: 64 GB; Video adapter: NVIDIA

Quadro P1000 4GB 4mDP HP; Audio adapter: Integrated Audio; RAID: Internal RAID - Not Enabled; Flash: 1x 512GB SSD

M.2 PCIe OPAL; Hard drive: 1x 10TB SATA3 3.5" Hard Drive - 7200 rpm; First optical device bay: Lenovo 16x DVD +/- RW

Dual Layer (Windows 10); Networking: Integrated Ethernet 10/100/1000, 1x Intel i210-t1 Ethernet 10/100/1000; Keyboard:

Lenovo USB Preferred Pro Full Size Keyboard - US Euro; Pointing device: Lenovo Optical Wheel Mouse - USB Primax 400 DPI;

Line Cord: US; Language Pack: English; System Warranty: Non-Return HDD - 4 Year Warranty US/EMEA/AP, Four year

on-site warranty (parts and labour); Monitor: None; Printer: None

**668000273 MONITOR, Lenovo ThinkVision Flat Panel**

22" Flat Panel Monitor

Sales Proposal

Please reference this Quotation when Purchase Order is issued

## Detail Product Description(s)

### Product# Description

#### 668000273 MONITOR, Lenovo ThinkVision Flat Panel - Continued

Lenovo ThinkVision L2250p - LCD display - TFT - 22" - Widescreen - 1680 x 1050 / 75 Hz - 250 cd/m2 - 1000:1 - 5 ms  
-0.282 mm DVI-D, VGA - business black

#### 741000321 TQD SYSTEM INSTALLATION CERT

Waters TQ Detector MS System Installation

Includes:

- System Set up and Specification Testing
- Product Familiarization Training
- 1 Year Manufacturers Warranty
- Insight Remote Intelligent Services

#### 725000473 Power Supply, Uninterruptable 5.2KV

Power Supply, uninterruptible 5.2kVA

(This unit is modified from the standard to allow an overload capacity on Instrument Start-up)

Please Note that this requires an L6-30 wall socket

Account : State of Iowa  
Quotation number : 22087482  
Creation date : 08/13/2019  
Expiration date : 09/27/2019

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## Waters General Sales Terms and Conditions

THIS TRANSACTION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

1. Acceptance - Buyer's acceptance of the offer to purchase the products and/or services set forth on the front page made by Waters Technologies Corporation d/b/a Waters Corporation (Waters) of this quotation shall create a contract subject to and expressly limited by the terms and conditions contained on this form. Acceptance of this quotation may only be made on the exact terms and conditions set forth on this quotation; if additional or different terms are proposed by Buyer, such additional or different terms shall not become a part of the contract formed by Buyer's acceptance of the quotation. Receipt of the products sold hereunder or commencement of the services provided hereunder shall be deemed acceptance of the terms and conditions of this quotation.
2. Taxes and Payment - Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted. In the event Waters is required to prepay any such tax or fee, Buyer will reimburse Waters. Payment terms shall be net thirty (30) days after shipment and are subject to credit approval. An interest charge equal to 1 1/2% per month (18% per year) will be added to quotations outstanding beyond 30 days after shipment. In addition, Waters reserves the right, in its sole discretion, to require C.O.D. payment terms from any Buyer. Waters may also refuse to sell to any person until all prior overdue accounts are paid in full.
3. Delivery and Shipment - Delivery terms shall be F.O.B. Waters shipping point; identification of the products shall occur when they leave Waters shipping point at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by Waters the amount thereof shall be reimbursed to Waters. Waters will make reasonable commercial efforts to ship the products or provide the services hereunder in accordance with the delivery date set forth on the reverse side hereof provided, that Waters accepts no liability for any losses or for general, indirect special or consequential damages arising out of delays in delivery.
4. Warranty - The products and/or services shall be covered by the applicable Waters standard warranty, a copy of which is supplied with the products and/or services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to the Buyer is merely illustrative of the general types and quality of goods and does not represent that the products will conform to the model or sample. Buyer's remedies under Waters warranty shall be limited to repair or replacement of the product or component which failed to conform to Waters applicable standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.
5. Returned Goods - Waters may, in its sole discretion, authorize product returns in appropriate circumstances, subject to such conditions as Waters may specify. Any such return shall be subject to the express prior authorization of Waters and payment by Buyer of a restocking charge. No returns will be authorized after one hundred twenty (120) days following shipment to Buyer.
6. Technical Advice - Waters may, at Buyer's request furnish technical assistance, advice and information with respect to the products if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information, which is provided without charge at the Buyer's risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4.
7. Waters Right of Possession, etc. - Buyer hereby grants Waters a purchase money security interest in the goods offered by this quotation to secure the due and punctual payment of the purchase price specified in this quotation. In the event of default by Buyer in any payment due Waters, Waters shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall goods in transit and retake the same, to repossess any goods which may be stored with Waters for Buyer's account without the necessity of Waters initiating any other proceedings. In addition, Waters shall have all of the rights and remedies of a secured party under the Massachusetts Uniform Commercial Code and may exercise all such rights and remedies in accordance therewith. Buyer shall execute such documents as Waters may request to effectuate the foregoing security interest.
8. Agents, etc. - No agent, employee or other representative has the right to modify or expand Waters standard warranty applicable to the products and/or services or to make any representations as to the products other than those set forth in the applicable user or operator's guide delivered with the products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Waters and Buyer for the purchase of the products or services.
9. Fair Labor Standards - The products or services provided hereunder were produced and/or performed in compliance with the requirements of all sections of the Fair Labor Standards Act of 1938 as amended.
10. Equal Employment - Waters is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status.
11. Modifications, Waiver, Termination - The contract formed by Buyer's acceptance of this quotation may be modified and any breach thereunder may be waived only by a written and signed document by the party against whom enforcement thereof is sought.
12. Governing Law - The contract formed by Buyer's acceptance of this quotation shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.
13. Compliance with Laws - Buyer shall at all times comply with all applicable federal, state and local laws and regulations, including, without limitation, the provisions of the United States Export Control Laws as may be in effect for any of the products or services, and, if products or services hereunder are used in clinical applications, all applicable rules and regulations of the United States Food and Drug Administration and/or other domestic or international agencies with respect to the application of, as the case may be, Good Clinical Practices ("GCP"), Good Laboratory Practices ("GLP") or good Manufacturing Practices ("GMP").
14. Additional Terms and Conditions - This quotation is also subject to any Waters Special Terms and Conditions applicable to the products or services offered by this quotation, which appear on the front of this quotation. Any variance from the terms and conditions of this quotation in any order or other written notification from Buyer, will be of no effect. Should Buyer order products or services through a Waters office located outside of the United States, the terms and conditions of the quotation issued by the office outside of the United States shall govern such order.
15. Arbitration - Any and all disputes or controversies arising in connection with the contract formed by Buyer's acceptance of this quotation or the sale of products and/or performance of the services shall be resolved by final and binding arbitration in Boston, Massachusetts, under the rules of the American Arbitration Association then obtaining. The arbitrators shall have no power to add to, subtract from or modify any of these terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts or in the United States District Court for the District of Massachusetts, to whose jurisdiction for such purposes Waters and Buyer each hereby irrevocably consents and submits.
16. Software - To the extent there is any software included with the products, the software is being licensed, not sold and all rights, title and interest therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license delivered with the products. U.S. Government Restricted Rights - RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.
17. Force Majeure - Waters shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.
18. Diagnostic Products - Buyer acknowledges and agrees that only those products which are labeled and identified as in vitro diagnostic (#IVD#)

Sales Proposal

Please reference this Quotation when Purchase Order is issued

**Waters General Sales Terms and Conditions**

devices are intended to be used for IVD purposes. Buyer acknowledges and agrees that any products that are not labeled and identified as IVDs are general laboratory products intended for research and other general scientific uses and are not for use in IVD procedures.