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UMDNJ
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

For Legal Review

CONTRACT APPROVAL FORM

RECEIVED

Date: August 22, 2008

AUG 27 2008

UMDNJ
Office of Legal Management

Vendor Name: Beckman Coulter, Inc.

Requisition#: R0176297

Contract#: C09-125

Bid/Waiver#: N/A

Buyer: Linda Deininger (LMD)

Comments: Service Maintenance Agreement for Spectrophotometer

Cost: \$ 2,587.00

Start Date: October 1, 2008

End Date: September 30, 2009

*align funds to sign &
initial at 1 location.*

WP 9/2/08



BECKMAN COULTER

For: **KEMI OBAJIMI**
UNIVERSITY OF MEDICINE & DENTISTRY
LAB 206
401 HADDON AVE.
CAMDEN, NJ 08103
UNITED STATES
TEL: 856-757-2574
EMAIL: OBAJIMOL@UMDNJ.EDU

Direct Inquiries To:

FEDERICO CORTEZ
BECKMAN COULTER, INC.
MAIL STATION E-31-B
4300 NORTH HARBOR BLVD
P.O. BOX 3100
FULLERTON, CA 92834-3100
UNITED STATES
TEL: 800-742-2345 OPTION #3
FAX: 714-773-8767
EMAIL: FCORTEZ@BECKMAN.COM

SERVICE AGREEMENT

Agreement No.: **S23202US**
 Period Ending: **2009-09-30**

NOTE:

"AN ADDITIONAL 10% PREPAID DISCOUNT IS AVAILABLE IF A PURCHASE ORDER STATING "ONE TIME UP FRONT BILLING" IS RECEIVED PRIOR TO THE EFFECTIVE DATE. THIS DISCOUNT WILL BE APPLIED AT TIME OF INVOICING."

Item #	Model	Serial #	Inst ID #	Location	Agreement Type *	Sched PM's	Effective Date	List Price/Maximum	Discount	Net Amount/Minimum
1	DU-640 Spectrophotometer	4324783	419551	KEMI OBAJIMI 401 HADDON AVE LAB 206	TOTAL 8X5 Includes Remote Coverage	1	2008-10-01	\$0.00	0	\$2,587.00
<p>*** UNVRSOURCE COVERAGE IS LIMITED TO ONE (1) REPLACEMENT LAMP THAT MUST BE INSTALLED BY A BECKMAN FIELD ENGINEER. UNVRSOURCE COVERAGE IS RESTRICTED TO THE TERM OF THE AGREEMENT ***</p>										
									Sub Total:	\$2,587.00
									Applicable Tax:	\$0.00
									Total:	\$2,587.00

* Refer to attachments for further details on Agreement Types.

Excluded Parts differ depending on specific product. Specific list will be provided on request. Excluded parts fall into one of the following groups: reagents; dyes; needle cartridges & blocks; samplers & reagent cups; racks; tray, cassettes & reservoirs; lamps; membranes; printer ribbons & paper cassettes; labels; tube adapters; reagent pickup tubes; style is; syringe tips; pipettes; upe systems and line conditioners.

BECKMAN Coulter hereby agrees to provide those maintenance and support services elected by the customer at the rates and frequencies set forth in this schedule of services in accordance with definitions and subject to the terms and conditions specified on the reverse side of this contract. Tax rates stated on this contract are estimates. Total taxes due are based on rates in effect at time of invoice.

This is not an invoice. Pricing subject to change if not accepted by effective date.

Payment Terms: **Net Due in 30 Days**

[Signature] **9.2.08**

Signature of Acceptance **Francis X. Colford, Vice President for Finance and Treasurer**
 Date

Beckman Coulter Authorized Signature

Date

Credit Card Holder Name

Expiration Date

STANDARD SERVICE TERMS AND CONDITIONS

PAYMENT: Payment shall be made by "Customer" (meaning the person or entity identified on the face of this Agreement) to Beckman Coulter, Inc. ("BCI") within thirty (30) days of the date of invoice unless otherwise specified on the invoice. Charges for services not covered by this Agreement will be invoiced separately at the time of occurrence and at the prevailing rates for travel, expenses, parts, and labor.

TERMS AND TERMINATIONS: Once accepted by BCI ("Acceptance Date"), this Agreement shall remain in force for the period recorded on the face hereof. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Any services performed prior to the Acceptance Date of this Agreement or performed subsequent to the expiration or termination of this Agreement will be billed at the then current time and materials rate.

PROPRATION SCHEDULE: Fifteen percent (15%) of the annual agreement price for each month or part of a month the Agreement is in force or the actual services rendered, whichever is higher, will be retained by BCI in case this Agreement is cancelled prior to its expiration date; any balance will be returned to the customer. On an IBA, pro-rata is based on actual services rendered at list price. If PIM is completed a minimum of 50% will be retained.

EQUIPMENT AVAILABILITY: Customer agrees to make the instruments covered under the Agreement available for servicing at the time of each scheduled preventive maintenance or emergency service call. The BCI Service Representative will contact Customer to set a mutually agreeable date and time, for each service visit.

COSTS INCLUDED: The prices in this Agreement include the cost of labor, travel, and parts, provided that the service is performed during the hours covered in the service plan purchased, e.g., Business Hours Service plan. All on-site service, regardless of the service plan purchased, is provided during regular business hours, unless otherwise agreed by BCI and subject to availability of BCI service personnel. In order to obtain on-site service on the same day as requested, subject to availability of BCI service personnel, customer must submit its request for service before 3 p.m. local time. All on-site service requests submitted after 3 p.m. local time will require a purchase order from customer unless Total 24x7 Service plan is purchased.

EXCLUDED SERVICES: BCI shall not be obligated to provide services under this Agreement for:

- A. Damage to instruments resulting from: (i) fire, explosion, flood, or the use of contaminated fluids or chemicals not intended for use in the covered instrument, (ii) Customer's misuse or abuse of such instrument(s), or (iii) the use of parts, supply items, accessories, reagents, or unauthorized modifications not manufactured or sold by BCI, or (iv) repair by persons other than personnel authorized by BCI, unless such repair by others is made with the written consent of BCI, or (v) environmental conditions outside the instrument's operating range, such as temperature, humidity, space, and electrical supply.
- B. The moving, decontamination, de-install or re-install of covered instrument(s).
- C. Uninterruptible power systems or line conditioners.
- D. Laboratory Information Systems ("LIS") consultation or troubleshooting. Such LIS service may be provided for a flat fee; or
- E. National Holidays, unless a Total 24x7 Service plan is purchased.

WARRANTY: BCI warrants that the services to be performed hereunder shall conform to BCI's standards and that the parts supplied hereunder shall conform to BCI's specifications. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE AND IS THE ONLY WARRANTY GIVEN BY BCI. Customer agrees that there are no undertakings, agreements, or representations expressed or implied, not specified in this Agreement and this instrument contains the entire agreement between the parties. BCI's sole liability under the foregoing warranty is to re-service the instrument(s) and/or repair or replace the defective part or, at BCI's option, return of the sum paid for such services.

INDEMNITY AND WAIVER: BCI agrees to indemnify and save harmless the Customer from and against any and all claims, demands, suits and expenses by reason of injury or death of any person(s) or damage to any property (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of BCI, its agents or employees while on the premises of the Customer and arising out of services provided herein. Customer expressly waives any and all claims against BCI (regardless of cause) for all loss or damage resulting from any perils customarily insured under primary and extended coverage insurance policies and for all consequential damages due to loss of profit, loss of goodwill or interruption and/or loss of business or any other cause whatever.

CAUSES BEYOND CONTROL: BCI is not responsible for failure to fulfill its obligations under this Agreement from causes beyond its control.

WORKER'S COMPENSATIONS: BCI agrees to maintain Worker's Compensation insurance as may be required by law covering its employees who perform the services.

GOVERNING LAW: This Agreement is entered into and shall be governed and construed by the laws of the State of ~~California, without reference to the conflicts of law provisions.~~ *New Jersey*

New Jersey

INITIAL HERE

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon ~~you~~ shall inure to the benefit of the parties hereto and their respective successors and assigns, however, the customer may not assign any part of this Agreement without the express written consent of BCI.

COUNTERPARTS: This Agreement may be executed by the parties hereto in several counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement.

OWNERSHIP OF PARTS: All parts, for which BCI has supplied a replacement, shall become the property of BCI.

PRO SERVICE: Service probes remain the property of BCI. BCI may, at its sole discretion, change the features and services of Pro Service at any time. Customer is responsible for providing network connection to access the Internet and maintaining responsibility for Internet service and security.



**BECKMAN
COULTER**

TOTAL PLUS SUPPORT AGREEMENT

The Beckman Coulter TOTAL PLUS SUPPORT AGREEMENT protects your investment by providing

- **COMPREHENSIVE COVERAGE** provides full service support for your instrument. Budgeting is simplified as service costs are fixed for the duration of the agreement. Order processing is minimized.
- **UNLIMITED EMERGENCY SERVICE** with no additional charges for on-site labor, travel time, or travel expenses during Beckman Coulter's normal business hours.
- **SCHEDULED PREVENTIVE MAINTENANCE CALLS AS INDICATED ON YOUR SERVICE AGREEMENT- (PMC'S)** increase instrument reliability and performance. Thorough PMC procedures include inspection, cleaning, and making any necessary repairs or adjustments to meet published factory specifications. Minor problems are corrected to prevent catastrophic failures that jeopardize valuable samples and lab productivity.
- **REPLACEMENT PARTS** are provided with this agreement. UV lamp coverage is also available. Beckman Coulter service engineers carry a stock of commonly used parts for timely instrument repairs. Additional parts are obtained from Beckman Coulter's computerized service inventory, which provides immediate access to over 640,000 OEM parts.
- **ENGINEERING MODIFICATIONS** are included and are installed without charge during the preventative maintenance visit. Continuous hardware design modifications enhance instrument performance and reliability. Beckman Coulter's service engineers are informed of these enhancements and will automatically update your instrumentation.
- **FACTORY TRAINED AND CERTIFIED SERVICE ENGINEERS** perform all service repairs. Beckman Coulter personnel are continuously trained on the latest instrument technology, product improvements, software, and accessories.
- **SERVICE ENGINEERS LOCATED NATIONWIDE** to ensure fast and efficient service response. Beckman Coulter service teams are staffed to provide constant service coverage during periods of engineer training, vacation, and illness.
- **TOTAL SYSTEM SUPPORT** is available from Beckman Coulter. Applications assistance, operator training or retraining, field rotor inspections, rotor care seminars, software and computer assistance are a few of the additional services available at our current hourly rate; all from one single source - Beckman Coulter Field Service.
- **PRIVILEGED CALL CENTER PHONE ENTITLEMENTS:** Beckman Coulter trained product specialist will provide support and solutions for your instrument needs.