

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1084697
Vendor Name: Fisher Scientific Co.
Invoice Number: 1892165
Invoice Date: 09/05/18
PO Number:
Check Number: 0241604
Check Amount: \$ 2,405.02
Check Date: 10/17/2018
Department ID: 00145
Reviewer Name: Laurel Jolly-Mc Carthy
Voucher Number: V0528344
Redaction Type: None
Document Type: AP Invoice

Document Below



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL 60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

359971

INV. DATE

09/05/2018

1892165

ORDER NO.
E82489785

ACCOUNT NO.
099973-001

CSO
CHI

F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
09/05/2018

PAGE
1

DUPLICATE

SOLD TO:

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

SHIP TO:

MARICA KOVAR
COLLEGE OF DUPAGE
425 FAWELL BLVD.
COLLEGE OF DUPAGE SHIPPI
GLEN ELLYN IL 60137

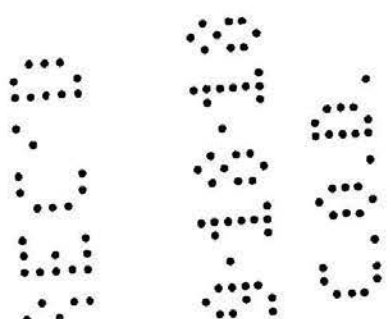
INVOICE TYPE:
NOR FON CON

THIS IS A
PARTIAL ☐
SHIPMENT

DUE: 10/05/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

Visit: www.fishersci.com

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-MARCIA KOVAR PHONE-630-942-2238 REFER TO: D82420771 ORIGINAL INVOICE #:1381610				
BEAKER GRIFFIN 600ML 6/PK PARTIAL DMG/EXPD,NO CLAIM,SCRIP	FB100600	1 CS	8.73	8.73-
TOTAL INVOICE AMOUNT				8.73-
FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL				
TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2				
E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				
CREDIT CREDIT CREDIT CREDIT				
APPROVED 09/25/18 - THOMAS SCHRADER				
				

See reverse side for complete terms and conditions or visit <http://www.fishersci.com/salesterms>

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.

TERMS AND CONDITIONS OF SALE – Unless otherwise expressly agreed in writing, all sales are subject to the following terms and conditions:

GENERAL: Fisher Scientific Company L.L.C. ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PRICE: All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

TAXES AND OTHER CHARGES: Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

TERMS OF PAYMENT: Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

DELIVERY; CANCELLATION OR CHANGES BY BUYER: The Products will be shipped to the destination specified by Buyer. F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

WARRANTY: Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments,

Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected Products.

The obligations created by this warranty statement to repair or replace a defective Product shall be the sole remedy of Buyer in the event of a defective Product. Except as expressly provided in this warranty statement, Seller disclaims all other warranties, whether express or implied, oral or written, with respect to the Products, including without limitation all implied warranties of merchantability or fitness for any particular purpose. Seller does not warrant that the Products are error-free or will accomplish any particular result.

INDEMNIFICATION BY SELLER: Seller agrees to indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with the Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. The foregoing indemnification provision states Seller's entire liability to Buyer for the claims described herein.

INDEMNIFICATION BY BUYER: Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

SOFTWARE: With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase," "sell" or similar or derivative words are understood and agreed to mean "license," and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee." Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this

license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained herein, the liability of Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise, but excluding liability of Seller for breach of warranty (the sole remedy for which shall be as provided under WARRANTY above)) shall not exceed an amount equal to the lesser of (a) the total purchase price theretofore paid by Buyer to Seller with respect to the Product(s) giving rise to such liability or (b) one million dollars (\$1,000,000). Notwithstanding anything to the contrary contained herein, in no event shall Seller be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether Seller (a) has been informed of the possibility of such damages or (b) is negligent.

EXPORT RESTRICTIONS: Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

MISCELLANEOUS: (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach. (g) Unless otherwise expressly stated in the Product documentation, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Fisher shall cooperate with Customer to monitor invoicing accuracy and will conduct appropriate internal reviews upon request. Reviews shall be limited to once per year and cover the prior twelve month period. Credit shall be given to undercharges and overcharges. Fisher may charge a reasonable fee for support provided to any external consultant utilized by Buyer. (i) Buyer agrees that all pricing, discounts, Seller-generated histories of sale and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified hereon or at such other address as a party may from time to time designate to the other. (k) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees and (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to a patient and shall not bill patients or third party payers for the provision of such samples.

ACCEPTABLE PAYMENT METHODS: The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Buyer's and Seller's bank accounts. The Seller also accepts checks mailed to one of its lockbox remittance locations. Although the Seller does accept credit card payments at the time of purchase, it does not accept credit card payments after the point of sale.

MEDICARE/MEDICAID REPORTING REQUIREMENTS: If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084697

Vendor Name: Fisher Scientific Co.

Invoice Number: 7668574

Invoice Date: 03/16/18

PO Number: P0356656

Check Number: 0241604

Check Amount: \$ 2,405.02

Check Date: 10/17/2018

Department ID: 00145

Reviewer Name:

Voucher Number: V0528420

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL
60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL
60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

356656

INV. DATE

03/16/2018

7668574

ORDER NO.
D80659732

ACCOUNT NO.
099973-001

CSO
CHI

F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
03/06/2018

PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:
NOR FON CON

THIS IS A
PARTIAL ☐
SHIPMENT

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

KRISTINE MURPHY - HS 3316
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
425 FAWELL BLVD.

DUE: 04/15/2018

TERMS: NET 30 DAYS FROM INVOICE DATE.
PAYABLE IN U.S. CURRENCY.

3 WAY MATCH

Visit: www.fishersci.com

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-KRISTINE MURPHY HS 3316 PHONE-630-942-2238				
SHIPMENT NBR: 001 FROM: VND ON: 03/15/2018				
ORDERED PART # 03050287 VESPEL FER AGILENT 0.53MM 10PK	03 050 287	1 PK	73.68	73.68
ORDERED PART # 03050227 GRAPH FER AGLNT .45-.53MM 10PK	03 050 227	1 PK	52.09	52.09
TOTAL INVOICE AMOUNT				125.77
FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL				
TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2				
E-INVOICE @ https://www.e-scicom.com/thermofisher/register.aspx				

See reverse side for complete terms and conditions or visit <http://www.fishersci.com/salesterms>

PAST DUE BALANCES ARE SUBJECT TO A **FINANCE CHARGE**. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1084697
Vendor Name: Fisher Scientific Co.
Invoice Number: 7417958
Invoice Date: 11/03/17
PO Number: P0354694
Check Number: 0241604
Check Amount: \$ 2,405.02
Check Date: 10/17/2018
Department ID: 00145
Reviewer Name:
Voucher Number: V0528856
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

**Fisher Scientific**

Part of Thermo Fisher Scientific

REMIT TO:

ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL 60693

INQUIRE AT:

(800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133

D-U-N-S-00-432-1519

FEIN 23-2942737

ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

354694

INV. DATE

11/03/2017

7417958

ORDER NO.
D72981079ACCOUNT NO.
099973-001CSO
CHIF.O.B.
SHIPPING POINTORDER ENTRY DATE
10/25/2017PAGE
1

DUPLICATE

SOLD TO:

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

SHIP TO:

KRISTINE MURPHY - HS 3316
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
120 FAWELL BLVD
GLEN ELLYN IL 60137

INVOICE TYPE:

NOR FON CON

THIS IS A

PARTIAL ☐

SHIPMENT

DUE: 12/03/2017

TERMS: NET 30 DAYS FROM INVOICE DATE.
PAYABLE IN U.S. CURRENCY.**3 WAY MATCH**visit: www.fishersci.com

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-KRISTINE MURPHY HS 3316 PHONE-630-942-2238 SHIPMENT NBR: 003 FROM: SED ON: 11/03/2017 ORDERED PART # 13650L PIPET 10ML 12/CS	13 650L	3 CS	96.54	289.62
TOTAL INVOICE AMOUNT FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2 E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				289.62

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NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.



Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1084697
Vendor Name: Fisher Scientific Co.
Invoice Number: 4127178
Invoice Date: 09/20/18
PO Number: P0360346
Check Number: 0241604
Check Amount: \$ 2,405.02
Check Date: 10/17/2018
Department ID: 17800
Reviewer Name:
Voucher Number: V0529396
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL
60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL
60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER
360346

INV. DATE
09/20/2018

4127178

ORDER NO.
D82632810

ACCOUNT NO.
099973-001

CSO
CHI

F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
09/20/2018

PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:
NOR FON CON

THIS IS A
PARTIAL ☒ X
SHIPMENT

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

COUSINS, MATT
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
425 FAWELL BLVD.
GLEN ELLYN IL 60137

DUE: 10/20/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

3 WAY MATCH

visit: www.fishersci.com

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-COUSINS MATT PHONE-630-942-2238 SHIPMENT NBR: 001 FROM: EPD ON: 09/20/2018 ORDERED PART # 17986403 BANDGE WOVEN 3/4X3 STRIPS100CT LOT 17 986 403 BD30017		4 EA	7.86	31.44
TOTAL INVOICE AMOUNT FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2 E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				31.44

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GENERAL: Fisher Scientific Company L.L.C. ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PRICE: All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

TAXES AND OTHER CHARGES: Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

TERMS OF PAYMENT: Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

DELIVERY; CANCELLATION OR CHANGES BY BUYER: The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

WARRANTY: Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments,

Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected Products.

The obligations created by this warranty statement to repair or replace a defective Product shall be the sole remedy of Buyer in the event of a defective Product. Except as expressly provided in this warranty statement, Seller disclaims all other warranties, whether express or implied, oral or written, with respect to the Products, including without limitation all implied warranties of merchantability or fitness for any particular purpose. Seller does not warrant that the Products are error-free or will accomplish any particular result.

INDEMNIFICATION BY SELLER: Seller agrees to indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with the Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. The foregoing indemnification provision states Seller's entire liability to Buyer for the claims described herein.

INDEMNIFICATION BY BUYER: Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

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license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained herein, the liability of Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise, but excluding liability of Seller for breach of warranty (the sole remedy for which shall be as provided under WARRANTY above)) shall not exceed an amount equal to the lesser of (a) the total purchase price theretofore paid by Buyer to Seller with respect to the Product(s) giving rise to such liability or (b) one million dollars (\$1,000,000). Notwithstanding anything to the contrary contained herein, in no event shall Seller be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether Seller (a) has been informed of the possibility of such damages or (b) is negligent.

EXPORT RESTRICTIONS: Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

MISCELLANEOUS: (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach. (g) Unless otherwise expressly stated in the Product documentation, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Fisher shall cooperate with Customer to monitor invoicing accuracy and will conduct appropriate internal reviews upon request. Reviews shall be limited to one per year and cover the prior twelve month period. Credit shall be given to undercharges and overcharges. Fisher may charge a reasonable fee for support provided to any external consultant utilized by Buyer. (i) Buyer agrees that all pricing, discounts, Seller generated histories of sale and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (k) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

ACCEPTABLE PAYMENT METHODS: The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Buyer's and Seller's bank accounts. The Seller also accepts checks mailed to one of its lockbox remittance locations. Although the Seller does accept credit card payments at the time of purchase, it does not accept credit card payments after the point of sale.

MEDICARE/MEDICAID REPORTING REQUIREMENTS: If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084697

Vendor Name: Fisher Scientific Co.

Invoice Number: 8782107

Invoice Date: 09/27/18

PO Number: P0360465

Check Number: 0241604

Check Amount: \$ 2,405.02

Check Date: 10/17/2018

Department ID: 00261

Reviewer Name:

Voucher Number: V0530369

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL 60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER
360465

INV. DATE
09/27/2018

8782107

ORDER NO.
D82709271

ACCOUNT NO.
099973-001

CSO
CHI

F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
09/27/2018

PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:
NOR FON CON

THIS IS A
PARTIAL ☐
SHIPMENT

3042



COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

JANET MINTON
COLLEGE OF DUPAGE
BUSINESS OFC
425 FAWELL BLVD
GLEN ELLYN IL 60137-6708

DUE: 10/27/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

3 WAY MATCH

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DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JANET MINTON PHONE-630-942-2410				
SHIPMENT NBR: 001 FROM: MWD ON: 09/27/2018				
BLANK STERILE DISCS 6VL/PK	B31039	10 PK	53.70	537.00
LOT 8113508				
SHIPMENT NBR: 002 FROM: VND ON: 09/27/2018				
BARREL SPR FR 10ML SYRNG 1CS	13 708 7A	3 CS	44.41	133.23
TOTAL INVOICE AMOUNT				670.23
FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL				
TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2				
E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				

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TERMS AND CONDITIONS OF SALE – Unless otherwise expressly agreed in writing, all sales are subject to the following terms and conditions:

GENERAL: Fisher Scientific Company L.L.C. ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PRICE: All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

TAXES AND OTHER CHARGES: Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

TERMS OF PAYMENT: Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month, or, if lower, the highest rate permitted by law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

DELIVERY; CANCELLATION OR CHANGES BY BUYER: The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

WARRANTY: Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments,

Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or neglect of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected Products.

The obligations created by this warranty statement to repair or replace a defective Product shall be the sole remedy of Buyer in the event of a defective Product. Except as expressly provided in this warranty statement, Seller disclaims all other warranties, whether express or implied, oral or written, with respect to the Products, including without limitation all implied warranties of merchantability or fitness for any particular purpose. Seller does not warrant that the Products are error-free or will accomplish any particular result.

INDEMNIFICATION BY SELLER: Seller agrees to indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with the Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. The foregoing indemnification provision states Seller's entire liability to Buyer for the claims described herein.

INDEMNIFICATION BY BUYER: Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

SOFTWARE: With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this

license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained herein, the liability of Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise, but excluding liability of Seller for breach of warranty (the sole remedy for which shall be as provided under WARRANTY above)) shall not exceed an amount equal to the lesser of (a) the total purchase price theretofore paid by Buyer to Seller with respect to the Product(s) giving rise to such liability or (b) one million dollars (\$1,000,000). Notwithstanding anything to the contrary contained herein, in no event shall Seller be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether Seller (a) has been informed of the possibility of such damages or (b) is negligent.

EXPORT RESTRICTIONS: Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

MISCELLANEOUS: (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach. (g) Unless otherwise expressly stated in the Product documentation, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Fisher shall cooperate with Customer to monitor invoicing accuracy and will conduct approximate internal reviews upon request. Reviews shall be limited to once per year and cover the prior twelve months period. Credit shall be given to undercharges and overcharges. Fisher may charge a reasonable fee for support provided to any external consultant utilized by Buyer. (i) Buyer agrees that all pricing discounts Seller generated histories of sale and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (k) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

ACCEPTABLE PAYMENT METHODS: The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Buyer's and Seller's bank accounts. The Seller also accepts checks mailed to one of its lockbox remittance locations. Although the Seller does accept credit card payments at the time of purchase, it does not accept credit card payments after the point of sale.

MEDICARE/MEDICAID REPORTING REQUIREMENTS: If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1084697
Vendor Name: Fisher Scientific Co.
Invoice Number: 2177577
Invoice Date: 09/07/18
PO Number: P0360105
Check Number: 0241604
Check Amount: \$ 2,405.02
Check Date: 10/17/2018
Department ID: 00145
Reviewer Name: Laurel Jolly-Mc Carthy
Voucher Number: V0533978
Redaction Type: None
Document Type: AP Invoice

Document Below



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL 60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER
360105

INV. DATE
09/19/2018

3728783

ORDER NO.
D82494508

ACCOUNT NO.
099973-001

CSO
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F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
09/06/2018

PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:
NOR FON CON

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

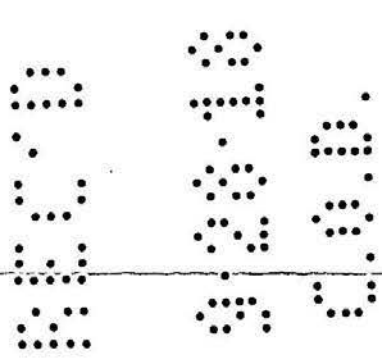
MARCIA KOVAR
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
425 FAWELL BLVD.
GLEN ELLYN IL 60137

DUE: 10/19/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

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DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-MARCIA KOVAR PHONE-630-942-2238				
SHIPMENT NBR: 011 FROM: MWD ON: 09/19/2018				
ORDERED PART # 19166180				
LAB COAT MENS 46		1 EA	27.92	27.92
TOTAL INVOICE AMOUNT FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL				27.92
TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2				
E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				
				

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NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS APPLIED UPON DELIVERY.



3099 5658 0 0 2753950 0e1flyl000BU0lp 000187589
LAUREL JOLLY-MC CARTHY 10/



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL
60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL
60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

360105

INV. DATE

09/07/2018

2177577

ORDER NO. D82494508	ACCOUNT NO. 099973-001	CSO CHI	F.O.B. SHIPPING POINT	ORDER ENTRY DATE 09/06/2018	PAGE 1	DUPLICATE
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SOLD TO:

SHIP TO:

INVOICE TYPE:
NOR FON CON

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PARTIAL ☒
SHIPMENT

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

MARCIA KOVAR
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
425 FAWELL BLVD.
GLEN ELLYN IL 60137

DUE: 10/07/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

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DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
APPROVED				
10/16/18 - MARIANNE HUNNICUTT				
CALLER MARCIA KOVAR PHONE- 30-942-2238				
SHIPMENT NBR: 001 FROM: RMV ON: 09/07/2018				
ORDERED PART # AC207685009				
COPPER(I) NITRATE TRIHY 500GR	AC207685000	2 EA	77.96	155.92
SHIPMENT NBR: 002 FROM: EPD ON: 09/07/2018				
ORDERED PART # S13068				
3 TEST TUBE BRUSH, 8 12/PK	S13068	2 PK	10.93	21.86
SHIPMENT NBR: 003 FROM: M ON: 09/07/2018				
ORDERED PART # S27110				
SODIUM CHLORIDE CERT ACS 10KG	S27110	1 EA	93.43	93.43
ORDERED PART # S11152				
65/35 LAB COAT MENS XL	19 181 572	1 EA	27.88	27.88
SHIPMENT NBR: 004 FROM: TYD ON: 09/07/2018				
ORDERED PART # 918 582				
65/35 LAB COAT WOMENS XL	19 181 582	1 EA	28.70	28.70
SHIPMENT NBR: 005 FROM: SCD ON: 09/07/2018				
ORDERED PART # 19181595				
COTTON LAB COAT UNISEX XL	19 181 595	1 EA	29.52	29.52
SHIPMENT NBR: 006 FROM: SCD ON: 09/07/2018				
ORDERED PART # 19181594				
COTTON LAB COAT UNISEX L	19 181 594	1 EA	29.52	29.52
SHIPMENT NBR: 007 FROM: SCD ON: 09/07/2018				
ORDERED PART # 19181593				
COTTON LAB COAT UNISEX M	19 181 593	2 EA	29.52	59.04
CONTINUED				

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NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL
60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL
60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER
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INV. DATE
09/07/2018

2177577

ORDER NO. D82494508	ACCOUNT NO. 099973-001	CSO CHI	F.O.B. SHIPPING POINT	ORDER ENTRY DATE 09/06/2018	PAGE 2	DUPLICATE
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SOLD TO:

COLLEGE OF DUPAGE
BUSINESS OFFICE
LAMBERT RD & FAWELL BLVD
GLEN ELLYN IL 60137

SHIP TO:

MARCIA KOVAR
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
425 FAWELL BLVD.
GLEN ELLYN IL 60137

INVOICE TYPE:
NOR FON CON

THIS IS A
PARTIAL ☒
SHIPMENT

DUE: 10/07/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

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DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
SHIPMENT NBR: 008 FROM: SCD ON: 09/07/2018 ORDERED PART # 19181593 COTTON LAB COAT UNISEX M	19 181 593	1 EA	29.52	29.52
SHIPMENT NBR: 009 FROM: VND ON: 09/07/2018 ORDERED PART # 0298419 CAPS 22/400 P/S LR 144/CS	02 984 19	1 CS	93.74	93.74
TOTAL INVOICE AMOUNT FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL (*) FOR YOUR REFERENCE, AN ASTERISK HAS BEEN PLACED BY THOSE ITEMS FOR WHICH MSDS(S) WILL BE PROVIDED UNDER SEPARATE COVER. CONTACT YOUR CUSTOMER SERVICE REPRESENTATIVE IF ADDITIONAL INFORMATION NEEDED. TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK ID OF YOUR BRANCH AND ENTER THE PASSWORD 8888. http://survey.medallia.com/fishersci PASSWORD: USA-P01-02				569.13
E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.



Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084697

Vendor Name: Fisher Scientific Co.

Invoice Number: 9872822

Invoice Date: 10/01/18

PO Number: P0360390

Check Number: 0241604

Check Amount: \$ 2,405.02

Check Date: 10/17/2018

Department ID: 00233

Reviewer Name:

Voucher Number: V0534212

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



REMIT TO:
ACCT# 099973-001
13551 COLLECTIONS CTR DR
CHICAGO IL 60693

INQUIRE AT: (800) 766-7000
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133

D-U-N-S-00-432-1519
FEIN 23-2942737
ORIGINAL INVOICE

PLEASE REFER TO THIS INVOICE
NUMBER ON YOUR REMITTANCE

9872822

CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER

360390

INV. DATE

10/01/2018

ORDER NO.
D82647732

ACCOUNT NO.
099973-001

CSO
CHI

F.O.B.
SHIPPING POINT

ORDER ENTRY DATE
09/21/2018

PAGE
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:
NOR FON CON

THIS IS A
PARTIAL ☐
SHIPMENT

JANE VATCHEVE
COLLEGE OF DUPAGE
COLLEGE OF DUPAGE SHIPPI
425 FAWELL BLVD.
GLEN ELLYN IL 60137

DUE: 10/31/2018

TERMS: NET 30 DAYS
PAYABLE IN U.S. CURRENCY.

3 WAY MATCH

Visit: www.fishersci.com

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JANE VATCHEVE PHONE-630-942-2238				
SHIPMENT NBR: 001 FROM: VND ON: 09/26/2018				
ORDERED PART # 17478012				
AED PLUS TRAINER 2	17 478 012	2 EA	349.82	699.64
TOTAL INVOICE AMOUNT				699.64
FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL				
TELL US ABOUT YOUR RECENT CUSTOMER SERVICE EXPERIENCE BY COMPLETING A SHORT SURVEY. THIS SHOULD TAKE NO LONGER THAN THREE MINUTES. ENTER THE LINK INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. http://survey.medallia.com/fishersci PASSCODE: USA-PGH-CS2				
E-INVOICE @ HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX				

See reverse side for complete terms and conditions or visit <http://www.fishersci.com/salesterms>

PAST DUE BALANCES ARE SUBJECT TO A FINANCE CHARGE. THIS SHIPMENT WAS DELIVERED IN PERFECT CONDITION AND SIGNED FOR BY THE TRANSPORTATION COMPANY. CONSIGNORS RESPONSIBILITY CEASES UPON DELIVERY OF GOODS TO CARRIER. DO NOT ACCEPT SHIPMENT SHOWING EVIDENCE OF DAMAGE OR SHORTAGE UNTIL AGENT OF CARRIER ENDORSES NOTATION TO THIS EFFECT ON FACE OF TRANSPORTATION RECEIPT. WITHOUT THIS DOCUMENTARY EVIDENCE CLAIM CANNOT BE FILED. SELLER CERTIFIES THAT ALL GOODS (OR SERVICES) COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACTS OF 1938, AS AMENDED, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.

THE PRICES SHOWN ON THIS INVOICE ARE NET OF DISCOUNTS PROVIDED AT THE TIME OF PURCHASE. SOME PRODUCTS MAY BE SUBJECT TO ADDITIONAL DISCOUNTS AGREED UPON BETWEEN THE PARTIES.

TERMS AND CONDITIONS OF SALE – Unless otherwise expressly agreed in writing, all sales are subject to the following terms and conditions:

GENERAL: Fisher Scientific Company L.L.C. ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PRICE: All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

TAXES AND OTHER CHARGES: Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

TERMS OF PAYMENT: Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

DELIVERY; CANCELLATION OR CHANGES BY BUYER: The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and, for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price thereof. Credit will not be allowed for Products returned without the prior written consent of Seller.

TITLE AND RISK OF LOSS: Notwithstanding to the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

WARRANTY: Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments,

Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Products performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected Products.

The obligations created by this warranty statement to repair or replace a defective Product shall be the sole remedy of Buyer in the event of a defective Product. Except as expressly provided in this warranty statement, Seller disclaims all other warranties, whether express or implied, oral or written, with respect to the Products, including without limitation all implied warranties of merchantability or fitness for any particular purpose. Seller does not warrant that the Products are error-free or will accomplish any particular result.

INDEMNIFICATION BY SELLER: Seller agrees to indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with the Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. The foregoing indemnification provision states Seller's entire liability to Buyer for the claims described herein.

INDEMNIFICATION BY BUYER: Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

SOFTWARE: With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this

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LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained herein, the liability of Seller under these terms and conditions (whether by reason of breach of contract, tort, indemnification, or otherwise, but excluding liability of Seller for breach of warranty (the sole remedy for which shall be as provided under WARRANTY above)) shall not exceed an amount equal to the lesser of (a) the total purchase price theretofore paid by Buyer to Seller with respect to the Product(s) giving rise to such liability or (b) one million dollars (\$1,000,000). Notwithstanding anything to the contrary contained herein, in no event shall Seller be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of data, loss of profits or loss of goodwill), regardless of whether Seller (a) has been informed of the possibility of such damages or (b) is negligent.

EXPORT RESTRICTIONS: Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

MISCELLANEOUS: (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, USA, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach. (g) Unless otherwise expressly stated in the Product documentation, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Fisher shall cooperate with Customer to monitor invoicing accuracy and will conduct appropriate internal reviews upon request. Reviews shall be limited to once per year and cover the prior twelve month period. Credit shall be given to undercharges and overcharges. Fisher may charge a reasonable fee for support provided to any external consultant utilized by Buyer. (i) Buyer agrees that all pricing, discounts Seller generated histories of sale and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (k) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

ACCEPTABLE PAYMENT METHODS: The Seller prefers to receive payment via ACH or other electronic interface methods that directly exchange funds between the Buyer's and Seller's bank accounts. The Seller also accepts checks mailed to one of its lockbox remittance locations. Although the Seller does accept credit card payments at the time of purchase, it does not accept credit card payments after the point of sale.

MEDICARE/MEDICAID REPORTING REQUIREMENTS: If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.