

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1084697  
Vendor Name: Fisher Scientific Co.  
Invoice Number: 3408362  
Invoice Date: 10/15/18  
PO Number: P0360346  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 17800  
Reviewer Name:  
Voucher Number: V0540198  
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  
10/15/2018

3408362

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:

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

SHIP TO:

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

INVOICE TYPE:  
NOR FON CON

THIS IS A  
PARTIAL ☐  
SHIPMENT

DATE: 11/14/2018

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

**3 WAY MATCH**

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-COUSINS MATT PHONE-630-942-2238				
SHIPMENT NBR: 002 FROM: MWD ON: 10/15/2018				
ORDERED PART # 19149863A EXAMGLV NITR 9.5 SZ S 100EA/PK LOT SM8181ZZZ	19 149 863A SM8181ZZZ	1 PK	11.20	11.20
ORDERED PART # 19149863B EXAMGLV NITR 9.5 SZ M 100EA/PK LOT SM8198ZZZ	19 149 863B SM8198ZZZ	1 PK	11.20	11.20
TOTAL INVOICE AMOUNT FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL				22.40
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. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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 ("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.

**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 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. (k) Such other address as a party may from time to time designate to the other. (l) 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: 3408360  
Invoice Date: 10/15/18  
PO Number: P0356013  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name:  
Voucher Number: V0540211  
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  
356013

INV. DATE  
10/15/2018

3408360

ORDER NO.  
D80299523

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
01/29/2018

PAGE  
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:  
NOR FON CON

THIS IS A  
PARTIAL ☐  
SHIPMENT

2930 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.  
GLEN ELLYN IL 60137

DATE: 11/14/2018

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

**3 WAY MATCH**

Visit: [www.fishersci.com](http://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: 08/13/2018				
ORDERED PART # 260E225P				
TR-5 30M X 0.53MM X 0.5UM	260E225P	1 EA	541.31	541.31
TOTAL INVOICE AMOUNT				541.31
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. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPK</a>				

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

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**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 therefor 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 ensure 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, sales 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 (i.e., 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 Seller) or (iii) 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: 3884964

Invoice Date: 10/17/18

PO Number: P0360799

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00261

Reviewer Name:

Voucher Number: V0540212

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  
360799

INV. DATE  
10/17/2018

3884964

ORDER NO.  
A82908942

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/17/2018

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

JANET MINTON  
COLLEGE OF DUPAGE  
BUSINESS OFC

425 FAWELL BLVD  
GLEN ELLYN IL 60137-6704

**3 WAY MATCH**

DUE: 11/16/2018

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

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JANET MINTON PHONE-630-942-2410				
SHIPMENT NBR: 001 FROM: MWD ON: 10/17/2018				
INDOLE REAGENT DROPPER 50PK LOT	14 910 12 8074700	* 7 PK	61.01	427.07
NITRATE REAGENT DROPPR A 50 LOT	14 910 61 7276782	* 8 PK	86.19	689.52
NITRATE REAGENT DROPPR B 50 LOT	14 910 62 8074629	* 8 PK	85.11	680.88
VOGES PROSKAUER A 50/PK LOT	14 910 20 8016756	* 5 PK	57.83	289.15
VOGES PROSKAUER B 50/PK LOT	14 910 22 7342830	* 3 PK	68.52	205.56
HEKTOEN ENTERIC AGAR 500G LOT	DF0853 17 9 8234703	* 1 EA	187.69	187.69
TRYPTICASE SOY AGAR 5LB LOT	B11046 8222666	* 2 EA	405.61	811.22
TOTAL INVOICE AMOUNT				3,291.09
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN.				
<a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-sci.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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.

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**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,

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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 therefor 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 attorney's 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 (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 use patients of this 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 check acceptance 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: 1996744

Invoice Date: 10/09/18

PO Number: P0360672

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00145

Reviewer Name:

Voucher Number: V0540213

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  
360672

INV. DATE  
10/09/2018

1996744

ORDER NO.  
D82821557

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/09/2018

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

TENZINGER, MARIE  
COLLEGE OF DUPAGE  
COLLEGE OF DUPAGE SHIPPI  
425 FAWELL BLVD.  
GLEN ELLYN IL 60137

**3 WAY MATCH**

DUE: 11/08/2018

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

THIS IS A  
PARTIAL ☐  
SHIPMENT

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-TENZINGER MARIE PHONE-630-942-2238				
SHIPMENT NBR: 001 FROM: EPD ON: 10/09/2018				
ORDERED PART # S01831				
MAGNETIC PERIODIC TABLE	S01831	1 EA	27.67	27.67
TOTAL INVOICE AMOUNT				27.67
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.				
<a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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

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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.

**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 ("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.

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**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.

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Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1084697

Vendor Name: Fisher Scientific Co.

Invoice Number: 2390654

Invoice Date: 10/10/18

PO Number: P0360698

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00145

Reviewer Name:

Voucher Number: V0540214

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  
360698

INV. DATE  
10/10/2018

2390654

ORDER NO.  
D82823711

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/09/2018

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

DRUMMER, MATTHEW  
COLLEGE OF DUPAGE  
COLLEGE OF DUPAGE SHIPPI  
425 FAWELL BLVD  
GLEN ELLYN IL 60137

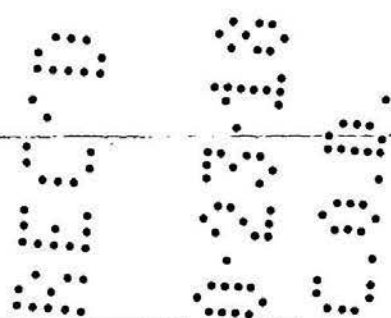
THIS IS A  
PARTIAL ☒ X  
SHIPMENT

DUE: 11/09/2018

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

**3 WAY MATCH**

visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-DRUMMER MATTHEW PHONE-630-942-2238				
SHIPMENT NBR: 001 FROM:- MWD ON: 10/10/2018				
ORDERED PART # 14955129				
DISPOSABLE CUVETTES 500/CS	14 955 129	1 CS	41.88	41.88
SHIPMENT NBR: 002 FROM: SMV ON: 10/10/2018				
ORDERED PART # AC129550250				
ORCINOL MONOHYDRATE, 99% 25GR	AC129550250 *	2 EA	80.19	160.38
LOT A0381350				
LOT A0392515				
TOTAL INVOICE AMOUNT				202.26
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN.				
<a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				
				

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.

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Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1084697  
Vendor Name: Fisher Scientific Co.  
Invoice Number: 3979358  
Invoice Date: 07/20/17  
PO Number: P0352869  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00241  
Reviewer Name:  
Voucher Number: V0540433  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



-----  
From: zerrudom@cod.edu

Sent: Thu Oct 25 11:44:08 CDT 2018

To: invoicing@cod.edu

CC:

Subject: Attached Document  
-----

-----  
From: purchasing@cod.edu  
Sent: Wed Oct 24 12:58:54 CDT 2018  
To: invoicing@cod.edu  
CC:  
Subject: FW: a/c#099973; Payment status  
-----

Hi,

Please see attached.

Purchasing Department



425 Fawell Blvd. | BIC 1B03 | Glen Ellyn, IL 60137-6599 | T: ( 630) 942.2217 | purchasing@cod.edu

**From:** Jones, Rebecca <rebecca.jones1@thermofisher.com >  
**Sent:** Wednesday, October 24, 2018 12:26 PM  
**To:** Purchasing Proposals <purchasing@cod.edu >  
**Subject:** a/c#099973; Payment status

Hi,

Please find the attached copy of invoice and kindly update me on the payment status.

Thank you,  
Rebecca Jones,  
Account Manager,  
Credit and Collections Dept,  
Fisher Scientific  
Ph: 877-236-4190 Extn 490133  
Fax: 412-747-7344

rebecca.jones1@thermofisher.com


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<https://www.e-scicom.com/thermofisher/register.aspx>

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FSC 0999730005  <b>Fisher Scientific</b> 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			
CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER 352869					INV DATE 07/20/2017		PLEASE REFER TO THIS INVOICE NUMBER ON YOUR REMITTANCE 3979358		
ORDER NO. D72000985		ACCOUNT NO. 099973-001		CSO CHI		F.O.B. SHIPPING POINT		ORDER ENTRY DATE 07/19/2017	
PAGE 1		DUPLICATE							
SOLD TO:  COLLEGE OF DUPAGE BUSINESS OFFICE LAMBERT RD & FAWELL BLVD GLEN ELLYN IL 60137				SHIP TO:  CARRINGTON, ROBERT R. COLLEGE OF DUPAGE COLLEGE OF DUPAGE SHIPPI 125 LAMBERT BLVD GLEN ELLYN IL 60137				INVOICE TYPE: NOR FON CON  THIS IS A PARTIAL SHIPMENT <input type="checkbox"/>	
				DUE: 08/19/2017 TERMS: NET 30 DAYS FROM INVOICE DATE. PAYABLE IN U.S. CURRENCY.					
<div style="border: 2px solid red; padding: 5px; display: inline-block;"> <b>3 WAY MATCH</b> </div>									
Visit: <a href="http://www.fishersci.com">www.fishersci.com</a>									
DESCRIPTION			CATALOG NUMBER		QUANTITY SHIPPED		UNIT PRICE		AMOUNT
CALLER-CARRINGTON ROBERT R. PHONE-630-942-2238  SHIPMENT NBR: 001 FROM: EPD ON: 07/20/2017  ORDERED PART # S25309B 4L ETHYL ALCOHOL DENAT 95PCT			S25309B		1 CS		103.23		103.23
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2 E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>									103.23
See reverse side for complete terms and conditions or visit <a href="http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcpage.jsp">http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcpage.jsp</a>									
PAST DUE BALANCES ARE SUBJECT TO A <b>FINANCE CHARGE</b> . 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.									
<b>NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.</b>									
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: 5378247  
Invoice Date: 10/05/17  
PO Number:  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name: Laurel Jolly-Mc Carthy  
Voucher Number: V0540434  
Redaction Type: None  
Document Type: AP Invoice

Document Below

-----  
From: zerrudom@cod.edu  
Sent: Fri Oct 26 11:12:47 CDT 2018  
To: invoicing@cod.edu  
CC:  
Subject: Attached Document  
-----

-----  
From: zerrudom@cod.edu

Sent: Thu Oct 25 11:43:49 CDT 2018

To: invoicing@cod.edu

CC:

Subject: Attached Document  
-----



-----  
From: purchasing@cod.edu  
Sent: Wed Oct 24 12:58:54 CDT 2018  
To: invoicing@cod.edu  
CC:  
Subject: FW: a/c#099973; Payment status  
-----

Hi,

Please see attached.

Purchasing Department



425 Fawell Blvd. | BIC 1B03 | Glen Ellyn, IL 60137-6599 | T: ( 630) 942.2217 | purchasing@cod.edu

**From:** Jones, Rebecca <rebecca.jones1@thermofisher.com >  
**Sent:** Wednesday, October 24, 2018 12:26 PM  
**To:** Purchasing Proposals <purchasing@cod.edu >  
**Subject:** a/c#099973; Payment status

Hi,

Please find the attached copy of invoice and kindly update me on the payment status.

Thank you,  
Rebecca Jones,  
Account Manager,  
Credit and Collections Dept,  
Fisher Scientific  
Ph: 877-236-4190 Extn 490133  
Fax: 412-747-7344

rebecca.jones1@thermofisher.com

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<https://www.e-scicom.com/thermofisher/register.aspx>


**\*\*Please reference your customer account number on all correspondence.**

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FSC 0999730005 <b>Fisher Scientific</b> 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		
CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER 353807				INV DATE 10/05/2017		5378247		
ORDER NO. D72780606		ACCOUNT NO. 099973-001		CSO CHI	F.O.B. SHIPPING POINT	ORDER ENTRY DATE 10/05/2017	PAGE 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 425 FAWELL BLVD. COLLEGE OF DUPAGE SHIPPI GLEN ELLYN IL 60137		INVOICE TYPE:  BKO FON CON  THIS IS A PARTIAL SHIPMENT <input type="checkbox"/>		DUE: 11/04/2017 TERMS: NET 30 DAYS FROM INVOICE DATE. PAYABLE IN U.S. CURRENCY.		
Visit: <a href="http://www.fishersci.com">www.fishersci.com</a>								
DESCRIPTION		CATALOG NUMBER		QUANTITY SHIPPED		UNIT PRICE		AMOUNT
CALLER-KRISTINE MURPHY PHONE-630-942-2282 REFER TO: D72494949 ORIGINAL INVOICE #:2898077								
DIMETHYLFORMAMIDE SPECTRA 4L INCORRECTLY SHIPPED - STOCK		D131 4		1 CS		374.81		374.81
TOTAL INVOICE AMOUNT								374.81
FOR YOUR PROTECTION, OUR COMPANY DOES NOT ACCEPT CREDIT CARD NUMBERS VIA FAX OR EMAIL								
(*) FOR YOUR REFERENCE, AN ASTERISK HAS BEEN PLACED AFTER THE ITEM 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 AND A QR CODE, AND ENTER THE 4-DIGIT CODE FROM <a href="http://survey.mediatech.com/fishersci">http://survey.mediatech.com/fishersci</a> <a href="http://fishersci.com">fishersci.com</a> FOR 10% OFF								
E-INVOICE <a href="http://www.fishersci.com/thermofisher/register.aspx">http://www.fishersci.com/thermofisher/register.aspx</a>								
<div>11/02/18</div> <div>MARIANNE HUNNICUTT</div> <div>INVOICE REVIEWED OKAY TO PAY AUREL JOLLY-MC CARTHY 11/02/18</div>								
See reverse side for complete terms and conditions or visit <a href="http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcpage.jsp">http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcpage.jsp</a>								
PAST DUE BALANCES ARE SUBJECT TO A <b>FINANCE CHARGE</b> . 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.								
<b>NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.</b>								
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.								

FSC 0999730005  <b>Fisher Scientific</b> 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			
CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER 353807					INV DATE 10/05/2017		PLEASE REFER TO THIS INVOICE NUMBER ON YOUR REMITTANCE 5378247		
ORDER NO. D72780606		ACCOUNT NO. 099973-001		CSO CHI	F.O.B. SHIPPING POINT	ORDER ENTRY DATE 10/05/2017		PAGE 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 425 FAWELL BLVD. COLLEGE OF DUPAGE SHIPPI GLEN ELLYN IL 60137			INVOICE TYPE: BKO FON CON  DUE: 11/04/2017 TERMS: NET 30 DAYS FROM INVOICE DATE. PAYABLE IN U.S. CURRENCY.			
Visit: <a href="http://www.fishersci.com">www.fishersci.com</a>									
DESCRIPTION			CATALOG NUMBER		QUANTITY SHIPPED		UNIT PRICE		AMOUNT
CALLER-KRISTINE MURPHY PHONE-630-942-2282 REFER TO: D72494949 ORIGINAL INVOICE #:2898077  DIMETHYLFORMAMIDE SPECTRA 4L INCORRECTLY SHIPPED - STOCK			D131 4		1 CS		374.81		374.81
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2 E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>									374.81
See reverse side for complete terms and conditions or visit <a href="http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcpage.jsp">http://www.fishersci.com/wps/portal/CMSTATIC?href=Footer/tandcpage.jsp</a>									
PAST DUE BALANCES ARE SUBJECT TO A <b>FINANCE CHARGE</b> . 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.									
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Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1084697  
Vendor Name: Fisher Scientific Co.  
Invoice Number: 3610754  
Invoice Date: 07/13/17  
PO Number: P0352404  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name: Laurel Jolly-Mc Carthy  
Voucher Number: V0540435  
Redaction Type: None  
Document Type: AP Invoice

Document Below

-----  
From: zerrudom@cod.edu  
Sent: Fri Oct 26 11:12:38 CDT 2018  
To: invoicing@cod.edu  
CC:  
Subject: Attached Document  
-----

-----  
From: zerrudom@cod.edu

Sent: Thu Oct 25 11:43:49 CDT 2018

To: invoicing@cod.edu

CC:

Subject: Attached Document  
-----

-----  
From: purchasing@cod.edu  
Sent: Wed Oct 24 12:58:54 CDT 2018  
To: invoicing@cod.edu  
CC:  
Subject: FW: a/c#099973; Payment status  
-----

Hi,

Please see attached.

Purchasing Department



425 Fawell Blvd. | BIC 1B03 | Glen Ellyn, IL 60137-6599 | T: ( 630) 942.2217 | purchasing@cod.edu

**From:** Jones, Rebecca <rebecca.jones1@thermofisher.com >  
**Sent:** Wednesday, October 24, 2018 12:26 PM  
**To:** Purchasing Proposals <purchasing@cod.edu >  
**Subject:** a/c#099973; Payment status

Hi,

Please find the attached copy of invoice and kindly update me on the payment status.

Thank you,  
Rebecca Jones,  
Account Manager,  
Credit and Collections Dept,  
Fisher Scientific  
Ph: 877-236-4190 Extn 490133  
Fax: 412-747-7344

rebecca.jones1@thermofisher.com

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**INVOICE REVIEWED  
OKAY TO PAY**

**LAUREL JOLLY-MC CARTHY 11/0**



FSC 0999730005  <b>Fisher Scientific</b> 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	
CUSTOMER PURCHASE ORDER NUMBER - RELEASE NUMBER 352404				INV DATE 07/13/2017		PLEASE REFER TO THIS INVOICE NUMBER ON YOUR REMITTANCE 3610754	
ORDER NO. H71934749		ACCOUNT NO. 099973-001		CSO CHI		F.O.B. SHIPPING POINT	
				ORDER ENTRY DATE 07/12/2017		PAGE 1	
SOLD TO: COLLEGE OF DUPAGE BUSINESS OFFICE LAMBERT RD & FAWELL BLVD GLEN ELLYN IL 60137		SHIP TO: COLLEGE OF DUPAGE BUSINESS OFFICE LAMBERT RD & FAWELL BLVD GLEN ELLYN IL 60137-6708		INVOICE TYPE: NOR FON CON		THIS IS A RETURN SHIPMENT <input type="checkbox"/>	
<b>APPROVED</b> <b>11/02/18 - MARIANNE HUNNICUTT</b> Visit: <a href="http://www.fishersci.com">www.fishersci.com</a>				DUE: 08/12/2017 TERMS: NET 30 DAYS FROM INVOICE DATE. PAYABLE IN U.S. CURRENCY.			
DESCRIPTION		CATALOG NUMBER		QUANTITY SHIPPED		UNIT PRICE	
CALLER-SUSAN ELIZONDO PHONE-630-942-2216  SHIPMENT NBR: 002 FROM: EPD ON: 07/13/2017							
SPARKLEEN I MANWASH 31/4# BOX		S701101		2 EA		38.13	
POTASSIUM BICARBONATE 500G RG		S25475A		2 EA		16.04	
OXALIC ACID 500G LG CRYST		S25455		4 EA		13.49	
TOTAL INVOICE AMOUNT						162.30	
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2							
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>							
<b>INVOICE REVIEWED</b> <b>OKAY TO PAY</b> <b>LAUREL JOLLY-MC CARTHY 11/02</b>							
See reverse side for complete terms and conditions or visit <a href="http://www.fishersci.com/wps/portal/CMS?static?href=Footer/tandcpage.jsp">http://www.fishersci.com/wps/portal/CMS?static?href=Footer/tandcpage.jsp</a>							
PAST DUE BALANCES ARE SUBJECT TO A <b>FINANCE CHARGE</b> . 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.							
<b>NO CREDIT WILL BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR AUTHORIZATION.</b>							
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: 4028865

Invoice Date: 10/18/18

PO Number: P0360799

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00261

Reviewer Name:

Voucher Number: V0540595

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

360799

INV. DATE

10/18/2018

4028865

ORDER NO.  
A82908942

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/17/2018

PAGE  
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:  
NOR FON CON

THIS IS A  
PARTIAL ☒ X  
SHIPMENT

2902 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: 11/17/2018

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

**3 WAY MATCH**

visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JANET MINTON PHONE-630-942-2410				
SHIPMENT NBR: 002 FROM: VND ON: 10/17/2018				
BLOOD AGAR 10/PK	R01200 *	10 PK	31.91	319.10
TOTAL INVOICE AMOUNT				319.10

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 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](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.

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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: 4590806

Invoice Date: 10/22/18

PO Number: P0360799

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00261

Reviewer Name:

Voucher Number: V0540606

Redaction Type: None

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

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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  
360799

INV. DATE  
10/22/2018

4590806

ORDER NO.  
A82908942

ACCOUNT NO.  
099973-001

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CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/17/2018

PAGE  
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DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:  
NOR FON CON

JANET MINTON

THIS IS A

PARTIAL ☐

SHIPMENT

2954



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

~~COLLEGE OF DUPAGE~~  
BUSINESS OFFICE  
4 FAWELL BLVD  
GLEN ELLYN IL 60137-7000

3 WAY MATCH

DATE: 11/21/2018

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

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-JANET MINTON PHONE-630-942-2410				
SHIPMENT NBR: 003 FROM:-MWD ON: 10/22/2018				
TRYPTICASE SOY AGAR 5LB	B11046 8227581	1 EA	405.61	405.61
	LOT			
TOTAL INVOICE AMOUNT				405.61
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. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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: 5424459

Invoice Date: 10/24/18

PO Number: P0360945

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00145

Reviewer Name:

Voucher Number: V0540996

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  
360945

INV. DATE  
10/24/2018

5424459

ORDER NO.  
D82974071

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/24/2018

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

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

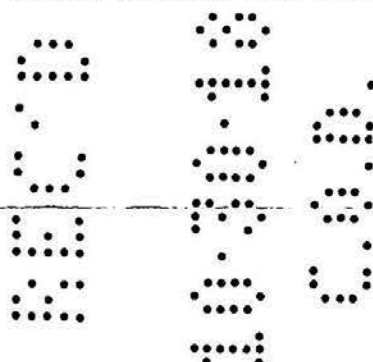
THIS IS A  
PARTIAL ☒ X  
SHIPMENT

**3 WAY MATCH**

DUE: 11/23/2018

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

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-KOVAR MARCIA PHONE-630-942-2238				
SHIPMENT NBR: 001 FROM: MWD ON: 10/24/2018				
ORDERED PART # A1820 ACETONE CERTIFIED ACS 20L LOT	A18 20 183839	*	2 EA	67.50
ORDERED PART # SA564 HYDROCHLORIC ACID 6N 4L LOT	SA56 4 183481	*	1 EA	131.42
TOTAL INVOICE AMOUNT				266.42
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				
				

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 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 appropriate internal reviews upon request. Reviews shall be limited to once per year and cover the prior twelve (12) 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 prices, 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 the party may from time to time designate to the Seller. (k) Seller may, in its sole discretion, provide (1) applicable Product information 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: 5424458

Invoice Date: 10/24/18

PO Number: P0360941

Check Number: 0244505

Check Amount: \$ 6,624.01

Check Date: 11/14/2018

Department ID: 00145

Reviewer Name:

Voucher Number: V0540998

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  
360941

INV. DATE  
10/24/2018

5424458

ORDER NO.  
D82973877

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/24/2018

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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

DRUMMER, MATTHEW  
COLLEGE OF DUPAGE  
COLLEGE OF DUPAGE SHIPPI  
425 FAWELL BLVD.  
GLEN ELLYN IL 60137

DUE: 11/23/2018

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

**3 WAY MATCH**

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-DRUMMER MATTHEW PHONE-630-942-2238 SHIPMENT NBR: 001 FROM: SMV ON: 10/24/2018 ORDERED PART # AC154611000 2-CHLOROBENZALDEHYDE 98 100ML LOT A0388943	AC154611000 A0388943	1 EA	15.40	15.40
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2 E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				15.40

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 Buyer. 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 therefor 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 therefor 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 occur prior to the 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 it may from time to time designate to the Seller. (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: 5629335  
Invoice Date: 10/25/18  
PO Number: P0360945  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name:  
Voucher Number: V0542001  
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  
360945

INV. DATE  
10/25/2018

5629335

ORDER NO.  
D82974071

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/24/2018

PAGE  
1

DUPLICATE

SOLD TO:

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

SHIP TO:

KOVAR, MARCIA  
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: 11/24/2018

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

**3 WAY MATCH**

Visit: [www.fishersci.com](http://www.fishersci.com)

DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-KOVAR MARCIA PHONE-630-942-2238				
SHIPMENT NBR: 002 FROM: VND ON: 10/24/2018				
ORDERED PART # AA4013622				
CALCIUM IODIDE HYDRATE 100G	AA4013622	* 1 EA	56.29	56.29
TOTAL INVOICE AMOUNT				56.29
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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

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**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 form 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 of 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 to the e-mail 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: 5771242  
Invoice Date: 10/26/18  
PO Number: P0360941  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name:  
Voucher Number: V0542003  
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  
360941

INV. DATE  
10/26/2018

5771242

ORDER NO.  
D82973877

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/24/2018

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

DRUMMER, MATTHEW  
COLLEGE OF DUPAGE  
COLLEGE OF DUPAGE SHIPPI  
425 FAWELL BLVD.  
GLEN ELLYN IL 60137

DUE: 11/25/2018

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

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SHIPMENT

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DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-DRUMMER MATTHEW PHONE-630-942-2238				
SHIPMENT NBR: 002 FROM: VND ON: 10/25/2018				
ORDERED PART # AAA1396222				
3-METHOXYBENZALDEHYDE 98% 100G	AAA1396222	1 EA	87.06	87.06
TOTAL INVOICE AMOUNT				87.06
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 INTO YOUR BROWSER AND ENTER THE PASSCODE SHOWN. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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

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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.





**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.

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**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,

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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.

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**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 by any external consultant utilized by Buyer. (i) Buyer agrees that all pricing, discounts, Seller generated histories of sales 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: 5845856  
Invoice Date: 10/29/18  
PO Number: P0360698  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name:  
Voucher Number: V0542004  
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  
360698

INV. DATE  
10/29/2018

5845856

ORDER NO.  
D82823711

ACCOUNT NO.  
099973-001

CSO  
CHI

F.O.B.  
SHIPPING POINT

ORDER ENTRY DATE  
10/09/2018

PAGE  
1

DUPLICATE

SOLD TO:

SHIP TO:

INVOICE TYPE:  
NOR FON CON

THIS IS A  
PARTIAL ☐  
SHIPMENT

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

DRUMMER, MATTHEW  
COLLEGE OF DUPAGE  
COLLEGE OF DUPAGE SHIPPI  
125 FAWCETT BLVD  
GLEN ELLYN IL 60137

DUE: 11/28/2018

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

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DESCRIPTION	CATALOG NUMBER	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
CALLER-DRUMMER MATTHEW PHONE-630-942-2238				
SHIPMENT NBR: 003 FROM: VND ON: 10/26/2018				
ORDERED PART # NC9998320				
WINDOW/IR CRYSTAL NACL VN00019760 Z12,3595 ANDWIN SCIENTIFIC	NC9998320	12 EA	55.71	668.52
TOTAL INVOICE AMOUNT				668.52
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. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				

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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.



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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.

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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.

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Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1084697  
Vendor Name: Fisher Scientific Co.  
Invoice Number: 2726105  
Invoice Date: 09/13/18  
PO Number: P0360105  
Check Number: 0244505  
Check Amount: \$ 6,624.01  
Check Date: 11/14/2018  
Department ID: 00145  
Reviewer Name:  
Voucher Number: V0542433  
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  
360105

INV. DATE  
09/13/2018

2726105

ORDER NO.  
D82494508

ACCOUNT NO.  
099973-001

CSO  
CHI

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  
GLEN ELLYN IL 60137

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

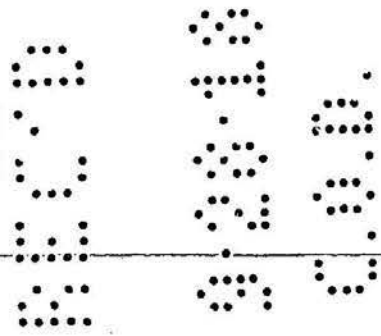
THIS IS A  
PARTIAL ☒ X  
SHIPMENT

DUE: 10/13/2018

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-MARCIA KOVAR PHONE-630-942-2238				
SHIPMENT NBR: 010 FROM: CDC ON: 09/13/2018				
ORDERED PART # 103465A				
FUNNEL POWDER 60MM 6/PK	10 346 5A	1 PK	80.54	80.54
TOTAL INVOICE AMOUNT				80.54
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. <a href="http://survey.medallia.com/fishersci">http://survey.medallia.com/fishersci</a> PASSCODE: USA-PGH-CS2				
E-INVOICE @ <a href="https://www.e-scicom.com/thermofisher/register.aspx">HTTPS://WWW.E-SCICOM.COM/THERMOFISHER/REGISTER.ASPX</a>				
				

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

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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.

**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.

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