PERALTA COMMUNITY COLLEGE DISTRICT

Board of Trustees Agenda Report

For the Trustee Meeting Date of April 14, 2015

ITEM TITLE:
Consider Approval of Resolution No. 14/15-37, to Accept the Bid and Award a Contract to Leica Microsystems Inc. for the Microscope Equipment Purchase and Installation in the Microscopy Department in the Barbara Lee Merritt College Science and Allied Health Building (Bid No. 14-15/25).

SPECIFIC BOARD ACTION REQUESTED:
Approval is requested to accept the bid and award a contract to Leica Microsystems Inc. for the Microscope Equipment Purchase and Installation in the Microscopy Department in the Barbara Lee Merritt College Science and Allied Health Center (Bid No. 14-15/25), in the amount not-to-exceed $537,809.

ITEM SUMMARY:
This purchase consists of three (3) separate systems: freestanding cryostat microscope, a laser microdissection microscope system, and a scanning confocal microscope system with spectral detection and hybrid detector. Leica Microsystems will provide all installation, labor, material, equipment, and supplies to complete the work.

The Chancellor recommends approval.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):
Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 03/04-45, Exhibit A-1, District-Wide Projects, "Equip classroom and campus facilities; technology upgrades and facility improvements."

BACKGROUND/ANALYSIS:
In compliance with the Public Contract Codes, Section 20651, a formal request for Bids (Bid No. 14-15/25) was conducted for this project and the bid was publicized on February 13 and 20, 2015. A bid opening was held on March 11, 2015. Staff also reached out to ten (10) different suppliers of microscopy equipment were notified of the advertised bid. A total of one (1) bid was received, as follows:

CONTRACTOR	LOCATION	TOTAL BID
Leica Microsystems Inc.	**Los Angeles, CA**	**$537,809**

The price quote for this equipment is within the District's engineering cost estimate and within budget. It was not immediately known to staff why only one vendor submitted a bid, but time is of the essence to deploy this equipment. Therefore, the lowest responsible and responsive bid was submitted by Leica Microsystems Inc., in the amount not-to-exceed $493,403. Their United States headquarter is located in Buffalo Grove, Illinois. To do business in California, the company is registered with the California Secretary of State with a service agent of process, C T Corporation System, located in Los Angeles, CA.

DELIVERABLES AND SCOPE OF WORK:
Leica Microsystems will provide the microscope equipment and supporting systems for the Microscopy Department in the new Barbara Lee Merritt College Science and Allied Health Center as specified in the bid package.

ANTICIPATED COMPLETION DATE:
The anticipated completion date is August, 2015.

ALTERNATIVES/OPTIONS:
Not - Applicable

EVALUATION AND RECOMMENDED ACTION:
The administration recommends the approval of this equipment purchase for the Microscopy Department to meet the project deadline.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):
YES _____ **NO** _____

COMMENTS:
None

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: *Dr. Sadiq B. Ikharo* Date: April 1, 2015
Vice Chancellor of General Services

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: *Dr. Sadiq B. Ikharo* Date: April 1, 2015
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

__X__ Finance review required _____ Finance review *not* required

If Finance review is required, determination is: __X__ Approved ____ Not Approved

If not approved, please give reason: _____

_____

Signature: *Susan Rinne*
Susan Rinne, Interim Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

__X__ Legal review required _____ Legal review *not* required

If Legal review is required, determination is: __X__ Approved ____ Not Approved

Signature: *Thuy Thi Nguyen*
Thuy Thi Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

__X__ Approved, and Place on Agenda ____ Not Approved, but Place on Agenda

Signature: *José M. Ortiz*
Dr. José M. Ortiz, Chancellor

PERALTA COMMUNITY COLLEGE DISTRICT

RESOLUTION 14/15-37

ACCEPT BID AND AWARD CONTRACT FOR THE MICROSCOPE EQUIPMENT PURCHASE AND INSTALLATION IN THE MICROSCOPY DEPARTMENT IN THE BARBARA LEE SCIENCE AND ALLIED HEALTH CENTER AT MERRITT COLLEGE (BID NO. 14-15/25)

Leica Microsystems Inc.

WHEREAS, this Board has heretofore advertised for bids to secure all labor, material, equipment, mechanical workmanship, transportation and services for the Microscope Equipment Purchase and Installation in the Microscopy Department in the Barbara Lee Science and Allied Health Center at Merritt College (Bid No. 14-15/25); and

WHEREAS, one (1) bid was received in response to said advertisement on the 11th day of March, 2015; and

WHEREAS, this Board does hereby accept the bid of Leica Microsystems Inc. and

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby accept the bid of Leica Microsystems Inc., represented by a California service agent of process, C T Corporation System, 818 West Seventh Street, 2nd Floor, Los Angeles, California 90017 for Total Bid in the amount of FIVE HUNDRED THIRTY SEVEN THOUSAND, EIGHT HUNDRED NINE AND NO/100 DOLLARS ($537,809); and

BE IT FURTHER RESOLVED that the bid of the other bidders shall be and the same are hereby rejected; and

BE IT FURTHER RESOLVED that the Secretary of this Board be and he is hereby authorized and directed to enter into a contract in accordance with law with said Leica Microsystems Inc. for the Microscope Equipment Purchase and Installation in the Microscopy Department in the Barbara Lee Science and Allied Health Center at Merritt College (Bid No. 14-15/25); and the bid bond of said bidder be returned to it upon the acceptance of said contract together with the bonds attached thereto.

PASSED AND ADOPTED this 14th of April, 2015. The full Board has voted in support of this resolution, unless the Board meeting minutes reflect otherwise.

_____

José M. Ortiz
Chancellor and Secretary
Board of Trustees
Peralta Community College District

Peralta Community College District
Department of General Service
333 East 8th Street Oakland, California 94606
Ph. (510) 466-7346

BID TABULATION

Bid No. 14-15/25 Merritt College Science & Allied Health Bldg Microscopes
BID DUE DATE: March 18, 2015 at 2:00 PM

	Vendor Name	Bid Total	Bid Signed by Vendor Yes/No	Signed Non-Collusion Affidavit Yes/No	SLBE Yes/No	Addenda Acknowledged Yes/No
1	Leica Micro Sys.	$537,808.51	✓	✓	No	✓
2						
3						
4						
5						
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9						
10						
11						
12						
13						
14						
15						

Witness #1 Gary Banks

Witness #2 ____________

Read by John Hubert

Recorded by Gina Dowlen

SEND REMITTANCE TO:
Leica Microsystems Inc.
14008 Collections Center Drive
Chicago, IL 60693
Email: purchase.orders@Leica-Microsystems.com

Leica
BIOSYSTEMS

MS. Jessica Files
MERRITT COLLEGE
BIOLOGY
12500 CAMPUS DR
OAKLAND CA
94619
Office number: 530-758-1270
EMail: jfiles@hy-arch.com

QUOTATION 2L0581B
Customer No. 0001244313

Date Mar / 2 / 2015
Sales Person Ethan Love (800-248-0665)
Customer Care Agent Cynthia Rodriguez

Item	Description	Qty	Unit Price USD	Unit Net USD	Total USD

- Leica CM1860 UV Cryostat for Clinical Applications
- UVC disinfection
- AgProtect TM silver surface coating
- Stepper motor control
- Well organized work space

100	Leica CM1860 UV - Configuration USA Leica CM1860 UV Configuration 120 V/60 Hz with Peltier cooling system, and specimen retraction that can be deactivated, with certified UVC disinfection, AgProtectTM nanosilver coating, and Premium blade holder for high- and low profile disposable blades Instrument features: Freestanding cryostat with encapsulated, splash-proof microtome. Spacious, stainless-steel cryochamber with antiglare illumination. Easy to clean and disinfect. Heated, removable sliding window. Stable, self-contained cryocabinet on casters. Collection container for condensing water at front of instrument. Outer surfaces and controls of instrument coated with AgProtectTM nanosilver coating to reduce risk of infection. Handwheel may be locked in two positions. Easy-to-handle and stable clamping system for clamping the specimen discs. 8° XYZ specimen orientation with zero point reference. Specimen retraction, (20 µm), can be switched off. Certified UVC disinfection: 30- and 180-minute	1	29,170.00	26,253.00	26,253.00

Item	Description	Qty	Unit Price USD	Unit Net USD	Total USD
	cycles can be selected. Disinfection can be aborted at any time, if work needs to be resumed immediately. Automatic safety cut-off of disinfection cycle when sliding window is opened. Cryochamber temperature selection from 0 °C to -35 °C, adjustable in 1K increments at ambient temperature of 20 °C. Easy-to-clean, actively cooled specimen preparation zone with quick-freezing shelf for up to 8 specimens (maximum temperature -42 °C). 2 Peltier element freezing stations (17 K temperature difference to the quick-freezing shelf when the chamber temperature is - 35 °C). Cryochamber may be defrosted manually or via automatic hot-gas defrosting once every 24 hours. The cycle may be programmed in 15-minute increments. Defrost cycle: 12 minutes. Cryochamber and quick-freezing shelf with integrated Peltier elements can be defrosted manually and are equipped with an acoustic warning signal to prevent unintentional defrosting. Manual defrost cycle for chamber and quick-freezing shelf: 12 minutes. Low-maintenance microtome with cross roller guides. Reproducible, high-quality thin sections via stepper motor specimen feed. Section thickness selection from outside the cryochamber. Sectioning thickness range: 1-100 µm, selectable in 0.5 µm increments from 1-5 µm; selectable in 1 µm increments from 5-20 µm; selectable in 5 µm increments from 20-60 µm; selectable in 10 µm increments from 60-100 µm. Total vertical specimen stroke: 59 mm Total horizontal specimen feed: 25 mm Motorized coarse feed in 2 speeds: slow is max. 600 µm/s and fast is min. 900 µm/s. Step function: 20 µm each time the key is pressed at slow coarse feed speed. Control panel with membrane-protected buttons and locking function. Self-explanatory symbols for all essential functions and displays. LED display for cryochamber temperature, actual time, defrost time, and section thickness selection. Visual indication of specimen stop positions				

Item	Description	Qty	Unit Price USD	Unit Net USD	Total USD
	(Front/Home). Manufactured in compliance with c-CSA-US and CE standards. Technical Data: Mains power supply: 120 V/60 Hz Admissions: CE, UL, c-UL, VDE, c-CSA-US Dimensions and weight: Dimensions (W x D x H): 730 x 730 x 1140 mm Dimensions (W x D x H): 28.74 x 28.74 x 44.88 inches Weight: 135 kg - 297.36 lbs All specifications related to temperature are valid for a room temperature of up to 22 °C and a relative air humidity of 60 %. Note: This configuration comes with the Premium blade holder for high and low profile disposable blades. Standard delivery with Peltier cooling system and Premium blade holder includes: 1 Basic instrument, 120 V/60 Hz, with Peltier (14049146888) 1 Handwheel with marking, antibacterial (14 0477 41346) 1 Set of specimen discs (14 0470 43550): - ,,4 Specimen discs, 25 mm (14 0416 19275) - ,,4 Specimen discs, 30 mm (14 0370 08587) 1 Section waste tray (14 0471 30787) 1 Storage shelf, right (14 0491 46599) 1 Storage shelf, left (14 0491 46598) 1 Brush shelf (14 0491 46984) 1 Cover for freeze shelf (14 0491 46873) 1 Tool set (14 0436 43463): - ,,1 Brush, fine (14 0183 28642) - ,,1 Leica brush with magnet (14 0183 40426) - ,,1 Allen key, size 1.5 (14 0222 10050) - ,,1 Allen key, size 2.5 (14 0222 04137) - ,,1 Allen key, size 3.0 (14 0222 04138) - ,,1 Allen key, size 4.0 (14 0222 04139) - ,,1 Allen key with spherical head, size 4.0 (14 0222 32131) - ,,1 Allen key, size 5.0 (14 0222 04140) - ,,1 Allen key with handle, size 5.0 (14 0194 04760) - ,,1 Allen key, size 6.0 (14 0222 04141) - ,,1 Single-head wrench, size 13 (14 0330 33149) - ,,1 Single-head wrench, size 16 (14 0330 18595) 1				

QUOTATION	2L0581B	**Date**		Mar / 2 / 2015	
Customer No.	0001244313	**Sales Person**		Ethan Love (800-248-0665)	
		Customer Care Agent		Cynthia Rodriguez	

Item	Description	Qty	Unit Price USD	Unit Net USD	Total USD
	Bottle of cryostat oil, 50 ml (14 0336 06098) 1 Tissue freezing medium for cryosectioning, 125 ml (14 0201 08926) 1 Pair of cut-resistant safety gloves, size M (14 0340 29011) 1 Knife holder base universal (14 0491 47875) 1 Premium blade holder for high and low profile disposable blades 1 Instructions for use Leica Premium blade holder 1 IFU-Bundle Leica CM1860/UV (14 0491 80001) consisting of: - 1 Instructions for use Leica CM1860/UV, printed, DE/EN - 1 CD including available languages - 1 IFU-language order **No : 1491860UVUS**				
200	Power Cord USA/Japan NEMA5-15 A - C19 **No : 14041149614**	1	27.00	24.30	24.30
300	Heat extractor for quick freeze station - stationary (fixed version) **No : 14047130792**	1	449.00	449.00	449.00
400	Stabilizer for heat extractor **No : 14047130793**	1	74.00	74.00	74.00
	Sub Total :				26,800.30
	Total :				**26,800.30**
	Freight and Handling charge : Ground transport + whiteglove service				+448.00
	Grand Total :				**27,248.30**

Payment terms : 30 days net

Shipping terms : FOB - SHIPPING
PT PP & ADD

Validity : 03/02/15 **to** 05/01/15

BT0001244313
Leica's standard Sales Terms and Conditions apply. PLEASE REFERENCE THIS QUOTATION WHEN ORDERING. PLEASE FAX ORDER TO 847-236-3009 or email: purchase.orders@Leica-Microsystems.com. Training during the warranty period is

QUOTATION	2L0581B	**Date**	Mar / 2 / 2015
Customer No.	0001244313	**Sales Person**	Ethan Love (800-248-0665)
		Customer Care Agent	Cynthia Rodriguez

Item	Description	Qty	Unit Price USD	Unit Net USD	Total USD
	provided at no charge. After warranty period, charges may be assessed for future instrument training.				

Leica Microsystems Inc
1700 Leider Lane
Buffalo Grove, IL 60089
Leica Biosystems and Leica Microsystems are part of Leica Microsystems Inc.

Phone: 800-248-0123
Fax: 847-236-3009

Confidential: For customer's internal use only

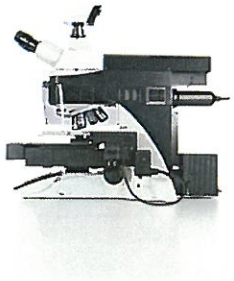
Ms. Phan Chung
Hibser Yamauchi Architects, Inc.
4602 2nd St., Ste 3
Davis, CA,95618
EMail: pchung@hy-arch.com

JH TECHNOLOGIES™

QUOTATION	HYA0225151	**Date**	Feb / 26 / 2015
Phone:	(510) 758-1270	**Sales Person**	Mr. Jeremy Carver (408-640-0452) jcarver@jhtechnologies.com

Item	Description	Qty	List Price USD	Total USD
	Leica LMD6500 Laser Microdissection System with Fluorescence Dissection and Collection Unit for LMD with Scanning Stage			

- 5-fold Fluorescence cube changer with EL6000 lightsource and LMD B/G/R fluocube
- Digital Color Camera for Brightfield and Fluorescence imaging
- SmartMove, Remote Control for X-Y Mot Stage and Z focus
- 5x Plan UVI Microdissection for BF (NA 0.12)
- UVI 10x/0.25 Microdisection for BF
- 20x Plan Fluotar LWD for BF (NA 0.4, FWD 6.9mm, cover-glass corr. 02 mm)
- 40x Plan Fluotar XT LWD for BF (NA 0.6, FWD 3.3-1.9 mm, cover-glass corr. 02 mm)
- 63x Plan Fluotar XT LWD for BF (NA 0.7, FWD 1.8-2.6 mm, cover-glass corr. 0.11.3 mm)
- Optics Cleaning Kit
- Penscreen (Wacom) 17" Touchscreen
- 22" TFT Monitor



Microscope Platform

100	Leica LMD6500 Microdissection System **No : 11888825**	1	88,186.00	88,186.00
	Sub total			88,186.00

Incident Light Fluorescence

200	Stand top LMD, 5-fold Fluo, IFW and EXM **No : 11888831**	1	10,722.00	10,722.00
300	External light source EL 6000 **No : 11504115**	1	4,566.00	4,566.00
400	Lightguide coupler 1"	1	461.00	461.00

JH Technologies, Inc.
225 Hammond Avenue , Fremont, CA 94539 USA

Tel: 408-436-6336
Fax: 408-436-6343

QUOTATION	HYA0225151	**Date**	Feb / 26 / 2015
Phone:	(510) 758-1270	**Sales Person**	Mr. Jeremy Carver (408-640-0452) jcarver@jhtechnologies.com

Item	Description	Qty	List Price USD	Total USD
	No : 11504117			
500	Liquid Light Guide for EL6000, 2m **No : 11504116**	1	446.00	446.00
600	Filter system LMD-BGR **No : 11513911**	1	3,912.00	3,912.00
700	Condenser BF for LMD **No : 11888829**	1	2,038.00	2,038.00
	Sub total			22,145.00

Microscope Stage

800	Dissection/Collection Unit, scan. stage **No : 11888827**	1	53,767.00	53,767.00
900	Smart Move for DM/DMI Series **No : 11505180**	1	1,182.00	1,182.00
	Sub total			54,949.00

Objectives and Optical Components

1000	Obj. UVI 5x/0.12 Microdissection **No : 11518146**	1	799.00	799.00
1100	Obj. UVI 10x/0.25 Microdissection **No : 11518147**	1	1,207.00	1,207.00
1200	Obj. HCX PL FL L 20x/0.40 CORR **No : 11506242**	1	2,227.00	2,227.00
1300	Obj. HCX PL FLUOTAR L 40x/0.60 CORR XT **No : 11506208**	1	4,175.00	4,175.00
1400	Obj. HCX PL FLUOTAR L 63x/0.70 CORR XT **No : 11506222**	1	5,416.00	5,416.00
	Sub total			13,824.00

Image Acquisition and Analysis Software

QUOTATION HYA0225151 | Date Feb / 26 / 2015

Phone: (510) 758-1270 | Sales Person Mr. Jeremy Carver (408-640-0452) jcarver@jhtechnologies.com

Item	Description	Qty	List Price USD	Total USD
1500	LMD Database **No : 11505280**	1	3,010.00	3,010.00
1600	Software Dongle USB **No : 11505278**	1	147.00	147.00
	Sub total			3,157.00

Computer Workstation

1700	WACOM 17" Pen Screen PL-720 **No : 11532631**	1	2,847.00	2,847.00
1800	Full-HD LCD-Monitor 24" 1920x1080 **No : 11600271**	1	405.00	405.00
1900	Keyboard US USB Hub **No : 11600220**	1	55.00	55.00
	Sub total			3,307.00

Digital Documention Camera

2000	Leica DFC310FX (PC) **No : 11547002**	1	9,362.00	9,362.00
2100	C-Mount HC 0.70x **No : 11541543**	1	431.00	431.00
2200	Tube adapter incl. 1 docu. port **No : 11505161**	1	299.00	299.00
	Sub total			10,092.00

Anti-Vibration Table

2300	KS9100 Series 30x36" Antivibra **No : 910101-22-0058**	1	3,090.00	3,090.00
2400	Guard Rails for 36" Table **No : 290026-36-0058**	1	297.00	297.00
2500	Sub-shelf, 36" x 14" **No : 290148-01-0821**	1	225.00	225.00

JH Technologies, Inc.
225 Hammond Avenue , Fremont, CA 94539 USA

Tel: 408-436-6336
Fax: 408-436-6343

QUOTATION	HYA0225151	**Date**	Feb / 26 / 2015
Phone:	(510) 758-1270	**Sales Person**	Mr. Jeremy Carver (408-640-0452) jcarver@jhtechnologies.com

Item	Description	Qty	List Price USD	Total USD
2600	Optics Cleaning Kit **No : 11505508**	1	50.00	50.00
	Sub total			3,662.00
	Second year Warranty, Installation, and Training			
2700	2ND YEAR SERVICE CONTRACT-LMD6000 - effective at end of first year factory warranty **No : 9CON-OS-LMD6000**	1	11,162.00	11,162.00
2800	Installation of LMD Systems **No : 9-LMD-INSTALLATION**	1	1,639.00	1,639.00
2900	Training on use of Microscope and Laser cutting software - split into two 4 hour sessions **No : SERVICE-TRAINING**	8	225.00	1,800.00
	Sub Total :			14,601.00
	Total :			**213,923.00**
	< Shipping (est.) >			+1,500.00
	Grand Total :			**215,423.00**

Payment terms : Net 30 Days on Credit Approval

Shipping terms : EX-Works

Validity : 02/26/15 **to** 05/31/15

Delivery is 8 weeks ARO. Estimated date specified within 5 days or receipt of PO. JH Technologies, Inc. standard Terms and Conditions apply. Quote valid for 30 days. Please reference this quotation when ordering.
Email PO to orders@jhtechnologies.com or fax to 408-436-6343.

Thank you for your business!
Jeremy Carver
JH Technologies, Inc.
408-640-0452

SEND REMITTANCE TO:
Leica Microsystems Inc.
14008 Collections Center Drive
Chicago, IL 60693
Email: purchase.orders@Leica-Microsystems.com

MR. JOHN HIEBERT
Peralta Community College District
Purchasing Department
501 5th Avenue
Oakland CA
94606
Office number: (510) 466-7225
EMail: jhiebert@peralta.edu

QUOTATION DK0188

Date Feb / 27 / 2015
Sales Person David Castaneda (1-415-265-7224)
David.Castaneda@leica-microsystems.com
Customer Care Agent Andrea Lieberman (800-248-0123 xt 8162)

Item	Description	Qty	Unit Price USD	Total USD

TCS SP8 Point Scanning Confocal System with Spectral Detection and Hybrid Detector

- DMi8CEL Advanced
- Optical Outfit EL6000 + motorized ICT
- With Transmitted Light Brightfield Detector
- Motorized stage inverted TR: 127x83
- Scan optics module HIVIS no rotation
- FOV scanner SP8
- SP8 LIAchroics Compact RGB
- Two Internal Detector Channels (PMT), one Internal Detector Channel (HyD)
- Laser 405 nm DMOD Compact
- Laser Red 638 nm, Laser Green 552nm and Laser Blue 488nm
- Premium Workstation, 32 inch Monitor
- Computer table small, 80x80 cm

Confocal module with patented filter-free spectral Leica SP detector for up to five individually regulatable channels. Highly efficient spectral separation by unique prism design. Equal brightness between channels due to W-shaped slit design. Leica LIAchroics are low incident angle dichroic beam splitters custom designed by Leica Microsystems in-house. The LIAchroic approach allows steeper cutoff and higher transmission than other dichroic beam splitter designs resulting in high contrast images.

Scan optics with HIVIS coating for maximal transmission from 400-800 nm.

True Confocal Scanning system (TCS) with unique X2Y design warrants planar, parallax-free illumination enabling the largest field of view. Its continuosly adjustable speed 1 - 1800 Hz is ready for single molecule imaging, image correlation and imaging of rapid dynamics alike (up to 72 frames / second at 512 x 32 scan format). The maximal image resolution of 64 Megapixels allows sampling optimally, also with low magnification lenses.

QUOTATION DK0188

Date Feb / 27 / 2015

Sales Person David Castaneda (1-415-265-7224)
David.Castaneda@leica-microsystems.com

Customer Care Agent Andrea Lieberman (800-248-0123 xt 8162)

Item	Description	Qty	Unit Price USD	Total USD
	Leica HyD detector povides super-sensitive photon detection making it ideal for low light and live cell imaging. Thanks to its very low dark noise it produces brilliant imagery rich in contrast and fidelity for finest details. The simple geometry of the GaAsP photocathode and the hybrid design minimize losses within the detector setting it apart from any PMT, including GaAsP PMTs, in terms of photon detection efficiency. The new Leica HyD provides a time-gating option for optimal contrast in conjunction with the optional WLL and improved super-resolution with gated STED (optional). Completely redesigned UV / 405 nm light path offers highly stable 405 and 355 nm laser incoupling. Premium HP workstation with high performance GPU for fast handling of large data sets. High brilliance 30" LCD screen for the best presentation of image data. LAS AF 3 imaging software provides intuitive control over the hardware of the SP8LIA. Image acquisition, processing and quantification are all offered in one extendable package.			

Microscope Stand

100	**DMi8 CEL Advanced** Inverted research microscope based on the DMi8 series with motorized focus and motorized objective revolver. Prepared for confocal scanning. -Binocular tubus (fixed) -Motorized Fluorescence Turret with 6 positions for filter cubes and motorized shutter -Motorized transmission axis for optional TLD photomultiplier(software-conrolled) -Suitable for Objectives 1,25x - 100x • -Microscope controller CTR Box Advanced -SmartMove for easy control in xy and z -Fluorescence Intensity-Manager -All microscope parameters shown on LCD screen -Fast switching between coarse and fine focus -Motorized 6-fold Objective revolver -Camera-Port (prepared) on right-hand side -Condensor S1/S28 -Condensor head S28/0.55 -Eyepieces HC PLAN 10/22 BR M -Lamp mount, straight for DMI -Immersion oil F	1	19,632.00	19,632.00

QUOTATION DK0188

Date Feb / 27 / 2015

Sales Person David Castaneda (1-415-265-7224)
David.Castaneda@leica-microsystems.com

Customer Care Agent Andrea Lieberman (800-248-0123 xt 8162)

Item	Description	Qty	Unit Price USD	Total USD
	-Confocal mounting kit -Laser safety equipment **No : 155933651**			
200	**Optical Outfit DMi8 EL6000 + mot. ICT** Optical outfit for inverted stand DMi8 CS and DMi8 CEL Advanced with brightfield and fluorescence light source, and differential interference contrast (ICT) prepared for confocal microscopy. It consists of: - LED brightfield light source with TTL shutter - Alignment-free fluorescence light source EL6000 (LQ-HXP 120 LEJ) with fast shutter and typical bulb lifetime of 2000 h - Liquid light guide for thermal and mechanical insulation of light source from stand - Motorized ICT objective prism turret - Filter cube Analyzer for ICT imaging - Motorized Polarizer **No : 158000626**	1	12,791.00	12,791.00
300	**BF detector for DMI** Transmitted light detector (TLD) for TCS SP8 DMI 6000 and DMI 6000 CEL Detector for acquisition of transmitted light images with interference contrast, phase contrast (DMI 6000 only) or bright field illumination (with laser scanning) Constains -Photomultiplier tube -Motorized shutter -Software controlled switching to TLD detection **No : 158004201**	1	2,978.00	2,978.00
400	**Univ.hold.frame K:0311.200** Universal Mounting frame invers Frame to fix different cultivation vessels (petri dishes with 24-68 mm diameter) and glass slides (with 24-120 mm length) with two moveable brackets with a variable clamping range. Outer dimension: 160x110 mm. **No : 15600234**	1	536.00	536.00
500	**Motorstage SP8 inverted TR: 127x83** Motorized Stage for DMI6000 on TCS SP8 Travel range: 27 x 83mm Resolution:0,7µm Reproducibility:< 3µm unidirectional, < 16 µm bi-directional Accuracy:< 20µm This stage may be configured with Super Z Galvo (Type H 156504116). **No : 158004145**	1	6,510.00	6,510.00
600	**XY basic board for motorized stage** XY basic control board required for the operation of motorized stage 158004145 with DMi8.	1	773.00	773.00

QUOTATION DK0188

Date Feb / 27 / 2015

Sales Person David Castaneda (1-415-265-7224)
David.Castaneda@leica-microsystems.com

Customer Care Agent Andrea Lieberman (800-248-0123 xt 8162)

Item	Description	Qty	Unit Price USD	Total USD
	No : 15525210			
700	**Base Plate DMi8** Baseplate DMi8 for SP8 systems installed on non-Leica microscope tables. For MP systems, this baseplate is already included with in the IR beamrouting.	1	1,211.00	1,211.00
	No : 158000633			
800	**Microscope table with breadboard top** SP5 microscope table with breadboard top Description - 4" thick breadboard top - total dimensions 36" wide x 30" deep x 29" tall - equipped with casters - ships with Ontrak installation system Technical Specifications - Isolator natural frequency - High Input ,,- Vertical = 1.2 Hz ,,- Horizontal = 1.0 Hz - Low Input ,,- Vertical = 1.5-2.0 Hz ,,- Horizontal = 1.2-1.7 Hz - Isolation efficiency @ 5 Hz: ,,- Vertical = 70-85% ,,- Horizontal = 75-90% - Isolation efficiency @ 10 Hz: ,,- Vertical = 90-97% ,,- Horizontal = 90-97% - Gross load Capacity: 1,400 lbs. (640kg) - Net load Capacity: 350 lbs. (160kg) - Surface Finish: Electro-polished stainless steel frame, passivated or electro-polished stainless steel top - Facilities required: 80 psi nitrogen or air	1	5,628.00	5,628.00
	No : 8090534			
900	**Air Compressor for Table** **No : 8094036**	1	1,061.00	1,061.00
1000	**Filter Cube DAPI LP** Filter cube DAPI longpass Size: for DMi8 Excitation: BP 360/40 Emission: LP 425	1	1,030.00	1,030.00
	No : 15525301			
1100	**Filter Cube FITC LP** Filter cube FITC longpass Size: for DMi8 Excitation: BP 470/40 Emission: LP 515	1	1,030.00	1,030.00
	No : 15525302			
1200	**Filter Cube RHOD LP** Filter cube RHOD longpass Size: for DMi8 Excitation: BP 540/45	1	1,030.00	1,030.00

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Sales Person David Castaneda (1-415-265-7224)
David.Castaneda@leica-microsystems.com

Customer Care Agent Andrea Lieberman (800-248-0123 xt 8162)

Item	Description	Qty	Unit Price USD	Total USD
	Emission: LP 590 **No : 15525303**			
	Sub Total :			54,210.00
1300	**HC PL APO 10x/0.40 CS** Plan apochromatic objective with superior color correction, optimized for confocal scanning applications. This objective is not specified for use with 405 nm excitation at the TCS SP8. For use with 0.17 mm coverglass, no immersion. Free working distance: 2.2 mm. **No : 15506285**	1	2,564.00	2,564.00
1400	**Obj. HC PL APO 20x/0.75 IMM CORR CS2** Plan apochromatic multi-immersion objective with superior color correction, optimized for confocal scanning applications. Free working distance: 0.67 mm (water immersion and 0.17 mm coverglass). Correction collar for use with and without coverglass and use with water, glycerine and oil immersion. **No : 15506343**	1	7,277.00	7,277.00
1500	**Obj. HC PL APO 40x/1.30 Oil CS2** Plan apochromatic oil immersion objective with superior color correction, optimized for confocal scanning applications. Free working distance: 0.24 mm. **No : 15506358**	1	7,525.00	7,525.00
1600	**10ML IMMERSION OILNON-FLUORESCING** 10ML IMMERSION OILNON-FLUORESCING **No : 15513859**	1	29.00	29.00
1700	**Obj. HC PL APO 63x/1.40 OIL CS2** Plan apochromat oil immersion objective with superior color correction, optimized for confocal scanning applications. Free working distance: 0.14 mm. **No : 15506350**	1	7,398.00	7,398.00
	Sub Total :			24,793.00

Prism for Differential Interference Contrast (DIC)

1800	**IC Condenser Prism K3** IC Condenser Prism K3 **No : 15555017**	1	913.00	913.00
1900	**IC Condenser Prism K6**	1	999.00	999.00

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Item	Description	Qty	Unit Price USD	Total USD
	ICT condenser prism K 6 **No : 15521521**			
2000	**IC Condenser Prism K10** ICT condenser prism K 10 **No : 15521524**	1	1,103.00	1,103.00
2100	**IC Prism C** IC Prism C **No : 15555009**	1	910.00	910.00
2200	**IC-Prism D f. objektive** **No : 15555010**	1	1,254.00	1,254.00
2300	**IC Prism E** IC Prism E **No : 15555046**	1	981.00	981.00
	Sub Total :			6,160.00

Scan Head

2400	**Confocal module LIAchroic** TCS SP8 confocal module with LIAchroic beam splitters The TCS (true confocal scanner) is a patented true confocal point scanning system. It represents the highly sensitive, filter-free spectral detection design with computer controlled adjustable bandwidth for all fluorescence channels. Up to 4 different input ports for Lasercoupling are available, depending on the configuration. This allows simultaneous use of up to 8 Lasers from UV to IR. Leica LIAchroics are low incident angle dichroic beam splitters custom designed by Leica Microsystems in-house. The LIAchroic approach allows steeper cutoff and higher transmission than other dichroic beam splitter designs. The scan head includes the Leica patented SP detector for - up to five spectral detectors (optionally up to four can be HyD) - maximal fluorescence detection because of patented prism design - equal brightness between channels due to highly efficient W-shaped slit design (patented) Contains the Leica patented three-mirror scanner design for - parallax-free imaging - maximal field-of-view Supports three types of scan optics - HIVIS (with optional scan rotation) - VISIR (with scan rotation) - UVIS (without scan rotation)	1	44,298.00	44,298.00

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Item	Description	Qty	Unit Price USD	Total USD
	Supports two types of laser supply units - Compact supply unit with up to 5 laser lines - Flexible supply unit with up to 8 laser lines Supports extensions for - STED - Superresolution by stimulated emission depletion - Multiphoton-imaging with optional OPO - SMD - Single molecule detection - Electrophysiology Supports optional Fluorifier disc for - polarisation selective imaging - optional notch filters for additional reflection suppression - optional block filters for multi-photon excitation or other additional laser sources Other features are: - Optional X1-port emission access for external detectors - Support for up to 6 non-descanned detectors (optional) - Support for optional bright field detector - Square detection pinhole for maximal optical resolution - Automatic and user friendly optimisation of the pinhole diameter, manually adjustable for maintaining exact colocalisation of multi-color samples - Internal scanner controlled via FPGA (Field programmable gate arrays) for field upgrades of new features - Multidimensional image acquisition in x, y, z (space dimension) and t (time), lambda (wavelength) and any combination thereof - Supports optional z-galvonometer for real-time cross-sections - User friendly, intuitive LAS AF control software - ROI (region of interest) scan with arbitrary geometry independent for each laser line - Sequential Scanning for cross-talk free multi-color imaging (stack-wise, frame- wise or line-wise) - Beam parking for local fluorescence photobleaching, laser ablation or (optional) fluorescence correlation spectroscopy **No : 158001104**			
2500	**HIVIS scan optics module no rotation** The scan optics module contains the complete scan optics for TCS SP8 with the following features: -Optical coating HIVIS with extra high transmission of > 99.7% throughout the visibile spectrum ranging from 400-800 nm -Extra low reflection at optical surfaces throughout the visible spectrum -Prepared for either an FOV or a tandem scanner with Leica's parallax-free three-mirror design - Prepared for excitation with 405 nm line laser, all line lasers emitting visible light and the white light laser - Main applications are confocal imaging, STED and fluorescence anisotropy techniques For Leica DMi8 microscope.	1	13,905.00	13,905.00

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Item	Description	Qty	Unit Price USD	Total USD
	No : 158001132			
2600	**FOV scanner SP8** Field-of-View scanning system for SP8 with adjustable speed -True confocal point scanner for highest axial image resolution -Continuosly adjustable speed 1 - 1800 Hz -X2Y-Scanner design for largest field of view -Up to 7 frames / second , 512 x 512 -Up to 84 frames / second , 512 x 16 -Max. Image resolution 8192 x 8192 or 64 Mpixels -Line frequency up to 3600 Lines / second -Very large scanfield with 22 mm (SFZ) diagonal in the intermediate image plane -Hardware zoom, stepless 0.75x - 48x -Optical scan field rotation: 200° (using optional König-Rotator) **No : 158001120**	1	10,709.00	10,709.00
2700	**SP8 LIAchroics Compact RGB** LIAchroic beam splitter for systems with Supply unit Compact. The beam splitters have been custom designed and produced by Leica and thus provide excellent image contrast. The beam splitters have the following properties: - Low incident angle for best transmission independent of polarization of fluorescence light - Neutral beam splitter with splitting ratio of 15/85 - LIAchroic beam splitter for 405 / 488 / 552 - LIAchroic beam splitter for 405 / 488 / 552 / 638 - Support for laser combination Red/Green/Blue System requirements: - Confocal module LIAchroic - Supply unit Compact **No : 158009433**	1	1,549.00	1,549.00
2800	**SP Channel 03** Spectrometer, 3 Channels - 3-channel spectrometer for detection of confocal fluorescence or reflected light - Efficient detection due to patented Pellin-Broca prism design at 95% transparency at all wavelengths and polarization orientations - Detection range 400 nm - 800 nm - Emission band freely tunable with edge-positioning precision of 1nm - Lossless multispectral detection due to filter-free W-design for up to 5 detectors - Broadband detection with bandwidth max.: 400nm and bandwidth min.: 5 nm for flexibility - High-frequency digitization featuring 40 MHz sampling rate for PMTs for high data confidence - Automatic balancing for constant brightness when changing scan	1	8,287.00	8,287.00

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Item	Description	Qty	Unit Price USD	Total USD
	speed or changing frame size - Support of HyD photon counting detectors with sampling rate of 640 MHz supporting dim, bright and dynamic specimen - Digitization: 8 / 12 / 16 Bit for PMT integrating or photon counting detectors The Leica SP® detector features an extremely high efficiency, allowing illumination at minimum laser intensity. Clear and contrast-rich images are recorded and the sample is protected from photodamage. The prism-based dispersion principle warrants waste-free fluorescence detection. By the freely adjustable bandwidth of the spectrometer-detector, the emission collection can easily adapt to new dyes and dye combinations. A Lambda-Scan mode permits recording of unbiased spectral image series due to filter-free design. Point detection design achieves adaptive dynamic range thanks to individual gain for each detection channel. All detectors receive the same signal intensity and are mutually interchangeable. **No : 158001330**			
2900	**PMT SP confocal detector for imaging** PMT SP - Confocal detector for imaging - Efficient photomultiplier (Hamamatsu R 9624) with low dark current. - Selected for high quantum efficiency - Compatible with SP detector - Supports 40 MHz sampling of ADC digitizer - Useable detection range 400 - 800 nm **No : 158001390**	2	3,286.00	6,572.00
3000	**HyD SP GaAsP-Detektor for gated imaging** HyD SP: Spectral detector unit with hybrid detector technology Spectral detection unit for TCS SP5 und TCS SP8 with the following features: -Super-sensitive photon detection with maximum quantum efficiency of ~ 45% at 530 nm (twice as much as a standard PMT) -Very low dark noise to render the finest details -Excellent dynamic range for maximal contrast and flexibility -Photon counting capability -One to four HyD SPs per scan head can be combined with PMTs for maximal dynamic range -GaAsP photocathode -Enables time gated detection in conjunction with Leica WLL on Leica TCS SP8 **No : 158001401**	1	17,246.00	17,246.00
3100	**Adaptor kit HyD SP for Basic Module 158*** Adaptor kit for HyD SP spectral detectors with TCS SP5 and TCS SP8 scan heads built from May 2011 on The adaptor kit contains electronics necessary to connect HyD SP detectors with a TCS SP5 and TCS SP8 scan head. It provides the necessary interfaces, switches, power adaptation as well as mechanical and electrical adaptations. Works with TCS SP5 systems built from May 2011 on only (for older SP5 systems there is a different adaptor kit) and all TCS SP8 systems.	1	6,311.00	6,311.00

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Item	Description	Qty	Unit Price USD	Total USD
	No : 158001492			
	Sub total			108,877.00
	Laser UV - VIS			
3200	**Laser 405 nm DMOD Compact** Continuous wave laser with wavelength 405 nm for fluorescence imaging with dyes such as DAPI or Hoechst. Laser intensity is directly modulated (DMOD), suitable for imaging with region of interest (ROI), in detail: - Wavelength 405 nm - Laser output power 50 mW - Direct modulation of laser intensity (DMOD) - Suitable for imaging and photoactivation System requirements: - Supply Unit Compact - Laser Port 405 nm - CS2 objective lens for optimal multi color imaging **No : 158002303**	1	6,755.00	6,755.00
3300	**Laser Port UV/405** Optical and mechanical coupling interface for laser with 355 nm, continuous wave 405 nm or pulsed laser 405nm for FLIM -Laser coupling via fiber, beam merging by specific longpass-dichroic LP 425 -Unified collimation optics compatible with CS2 design HC PL APO objecive lenses -Chromatic correction for optimal multi-color imaging -Streamlined optical design for all magnifications for reduced maintanance cost -UV collimator automated by software Simultaneous configuration of UV, VIS, IR and STED lasers is possible due to 4 independent laser ports in scan head. **No : 158001201**	1	6,460.00	6,460.00
3400	**Supply Unit Compact LIAchroic AOTF** Laser supply unit Compact LIAchroic AOTF Supply unit providing all necessary infrastructure for up to 5 solid state lasers, providing - Power supply - Shutter interlocks - Laser cooling - Liquid cooling circuitry for SP detector - AOTF (Acousto-Optical tunable filter) for up to 4 visible lasers for rapid laser modulation (µs range) - DMOD (Direct modulation) for 405 laser, rapid laser modulation - Sequential beam merging module	1	20,469.00	20,469.00

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Item	Description	Qty	Unit Price USD	Total USD
	- Two fiber outputs for fiber coupling with SP8 scan head The supply unit Compact is designed for use with LIAchroic beam splitters offering a flexible low-cost small footprint design for visible light applications. AOTF and DMOD are used for ROI (region-of- interest) illumination and beam blanking. **No : 158002101**			
3500	**Laser Blue 488 nm** Solid state laser "Blue" with 488 nm for integration into laser supply unit "Compact" with AOTF. Works best with scan head LIAchroics. Specifications: - Wavelength 488±2 nm - 20 mW output power - Laser class IIIb **No : 158002112**	1	5,538.00	5,538.00
3600	**Laser Green 552 nm** Solid state laser "Green" with 552 nm for integration into laser supply unit "Compact" with AOTF. Works best with scan head LIAchroics. Specifications: - Wavelength 552±2 nm - 20 mW output power - Laser class IIIb **No : 158002115**	1	6,321.00	6,321.00
3700	**Laser Red 638 nm** Solid state laser "Red" with 638 nm for integration into laser supply unit "Compact" with AOTF. Works best with scan head LIAchroics. Specifications: - Wavelength 638±2 nm - 30 mW output power - Laser class IIIb **No : 158002117**	1	4,911.00	4,911.00
	Sub total			50,454.00

Software and Workstation

3800	**Premium Workstation, 32" Monitor** High Power HPZ620 Workstation with Windows 7 Professional (64 bit) operating system. - Intel 8-Core Xeon E5-2650 V2 2.6 GHz - 16 GByte RAM - NVIDIA Quadro K600 1GB high performance GPU - 128 GB SATA SSD - 2 TByte SATA hard disc drive - 16x DVD+/- RW Supermulti Drive - 10/100/1000 Ethernet Controller - 2 x eSATA interface	1	7,631.00	7,631.00

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Item	Description	Qty	Unit Price USD	Total USD
	- 5 x USB 2.0 - 4 x USB 3.0 - 3 x IEEE 1394 Firewire B - Keyboard and mouse - High brilliance 30" LCD (VA)flat screen, true colour, 2560 x 1440 pixel The specifications of the PC can change due to technical upgrades. **No : 158003121**			
3900	**Control panel with LCDs** Programmable control panel with 6 tuning knobs and one LCD each for efficient real-time control of all relevant system parameters. The control panel can be configured graphically by LAS AF software for each user. Each IPS parameter can be freely assigned and the transmission speed can be set by the user in up to three steps. There are two push buttons, one for changing the active window in the viewer of LAS AF as well as one for turning on or off a live scan. **No : 158004750**	1	2,125.00	2,125.00
4000	**Computer table small 80x80 cm** Computer table 80x80 cm (31.5 x 31.5 inch), surface off-white, legs: tubular, metal. **No : 158004731**	1	380.00	380.00
4100	**LAS X SP8 Control Software** - Leica LAS X system software for control of scan process and image processing - Control of motorized hardware - Multidimensional image acquisition - Processing, quantification and easy export of data - Extension of functionality with additional licenses - Online software and hardware manual - Includes hardware dongle and installation CD - Mandatory for all confocal systems **No : 158003200**	1	6,678.00	6,678.00
4200	**LAS X Dye Finder** - Separation of different fluorescent signals for LAS X - Automatic, channel and spectral mode - Online dye separation during image acquisition **No : 158003202**	1	1,330.00	1,330.00
	Sub total			18,144.00
4300	**Installation SP8 CSU or FSU Visible, UV** **No : 9I-SP8-CSUFSU**	1	6,000.00	6,000.00
4400	**Training** **No : 8074150**	1	2,650.00	2,650.00

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Item	Description	Qty	Unit Price USD	Total USD
4500	**Shipping and Handling** **No : 8074124**	1	3,000.00	3,000.00
	Sub Total :			11,650.00
	Total :			**274,288.00**
	HyD Synergy Promotion for Liachroic Systems			-23,557.00
	Grand Total :			**250,731.00**

Payment terms : 30 days net

Shipping terms : FOB -
DESTINATION PP & ADD

Validity : 02/27/15 **to** 03/29/15

If delivery or installation of the Leica Confocal Microscope is delayed by request of the purchaser, any amount outstanding will be considered payable on the quoted delivery date .

Acceptance of orders subject to credit approval. Orders are subject to a 20% cancellation charge.

BUILD TIME for the Confocal System is approximately 45 to 90 days after Receipt and Acceptance of written Purchase Order and Customer's Confirmation of Room Readiness Date. .

DELIVERY DATE will be provided upon receipt of the date on which you
can accept delivery at your completed Confocal Room. After delivery, accommodations for storage are required prior to agreed installation date.

Warranty: One Year. Warranty is for parts and labor to cover defects in manufacturing and excludes wear and consumable items. Factory Warranty begins upon. installation or in three months from date of shipment, whichever comes first. Complete Warranty terms available upon request.

This quotation is subject to state and/or local sales tax, if applicable, and is valid for 30 days.

An order should be addressed to:

LIFE SCIENCE DIVISION
1700 Leider Lane
Buffalo Grove, IL 60089

Leica's General Terms and Conditions of Sale, available at: http://www.leica-microsystems.com/fileadmin/downloads/Other/Company Info/Leica-US-GeneralTermsCondition-8-2-13.pdf exclusively applies to this order and any other terms and conditions are null and void.

This Quotation is Acknowledged and Agreed:

Signature of Authorization Buyer Representative:		Date:	
Print Name:		Title:	

Leica Microsystems Inc
1700 Leider Lane
Buffalo Grove, IL 60089
Leica Biosystems and Leica Microsystems are part of Leica Microsystems Inc.

Phone: 800-248-0123
Fax: 847-236-3009

Confidential: For customer's internal use only

General Terms & Conditions

Leica
MICROSYSTEMS

1. Agreement Term
Unless terminated earlier as provided for in this Agreement, the Agreement shall continue in effect during the Initial Term. The Initial Term and all Extension Periods shall be collectively defined as the "Agreement Term".

2. Definitions
As used herein and as applicable to all Orders placed under this Agreement:
"Products" shall collectively refer to and include the following:
"Applications" which include software programs and applications developed by Leica which are licensed to Customer as a standalone Product; **"Consumables"** which include disposable materials and other Products which may be used in conjunction with Leica Instruments; **"Instruments"** means the equipment, system, or other instruments provided and/or manufactured by Leica and all operating systems or other software which may be embedded therein; **"Reagents"** means liquid materials in its application state which may be used in conjunction with Leica Instruments; and **"Software"** means any and all proprietary computer programs, operating software or other software applications which are either embedded into an Instrument or provided as an Application licensed to Customer hereunder.
"Services" shall mean and include any installation, support or maintenance services provided to Customer
"Order" shall mean any transactional document or purchase order under which Customer may order Products and which incorporates these Terms and Conditions.

3. Pricing
Adjustments / Modifications – Pricing maybe subject to change as outlined in this agreement. Leica shall notify Customer in writing at least thirty (30) days before the effective date of any such increase.
Payment - Payment terms are net thirty (30) days from date of invoice. Past due balances are subject to a service charge of one and one-half percent (1 ½%) per month or the highest rate allowed by law, whichever is lower. Customer shall notify Leica of any inconsistent and / or disputed amounts within thirty (30) days from date of invoice. Customer waives its right to dispute charges after this time frame.
Taxes - Leica shall supply the Products during the Term subject to the pricing set forth above. All prices, inclusive of monthly Minimum Purchase Commitments are calculated excluding shipping costs, transportation, sales tax, goods and service taxes, value added tax, or any similar taxes or other charges (if applicable). Customer is responsible for all taxes, duties, fees and expenses imposed by federal, state or local governmental entities, applicable to the manufacture, sale, price, delivery or use of the Products or Services furnished hereunder or in lieu thereof, Customer shall provide Leica with a tax exemption certificate acceptable to and considered valid by the applicable taxing authorities.

4. Remedies
Without limiting its remedies under existing law, Leica may, in the event of a Material Breach by Customer, and in its sole discretion, pursue any or all of the following remedies: (a) suspend or cancel its performance hereunder, including any pending or future deliveries; (b) take possession of the Instruments by entering upon Customer's premises; (c) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (d) terminate this Agreement without additional liability or obligation to Customer; (e) seek any other cumulative remedies at law or in equity or (f) exercise any all rights and remedies available to a secured creditor under the Uniform Commercial Code. The foregoing remedies are cumulative, and may be exercised by Leica, in whole or in part, at Leica's sole discretion. The substantially prevailing party shall be entitled to its attorneys' fees, costs, and expenses (including expert expenses) in connection with any claims, causes of action or litigation.

5. Shipment, Delivery, Returns and Risk of Loss
SHIPPING: Products are shipped FOB Shipping Point, Prepay and Add, unless otherwise specified in this Agreement.
DELIVERY: Leica will arrange for delivery and installation of the Products and will use best efforts to meet delivery dates, but delivery is not guaranteed.
RETURNS: No Products can be returned unless Leica provides, in its sole discretion, written authorization for the return.
RISK OF LOSS: passes to Customer upon delivery and Customer is liable for all loss, damage to or destruction of the Products upon delivery. Leica disclaims any liability for such risk of loss, even where Leica agrees to file any respective carrier claims on Customer's behalf.

6. Acceptance
Customer shall promptly inspect all Products upon delivery or installation as applicable. Any rejections for material defects shall be made within ten (10) days of delivery or installation and not thereafter. Customer will be deemed to have accepted all Products unless such written notice of rejection is received by Leica.

7. Damage to Instrument(s)/Alteration.
During the Term and until passage of title to Customer (if applicable), Customer is responsible for and shall reimburse Leica for all damage to Instrument(s) caused while the Instrument(s) are in the possession or control of Customer. Customer shall promptly advise Leica in writing of any accident, material damage to or defect in the Instrument(s). Customer shall not modify, reconfigure, copy, change or alter the Instrument(s).

8. Software License
Leica hereby grants a nonexclusive, nontransferable, limited license to use the Software only in conjunction with Customer's internal business use of the Products purchased under this agreement. Customer receives no title or ownership rights to the software. Customer may not (a) modify, adapt, decompile, disassemble, or reverse engineer the software; (b) create any derivative works based on the software; (c) make any copies of the software, except for one copy solely for backup or archival purpose; (d) allow any third party to use or have access to the software; or (e) sell, transfer, assign or sublicense the software except as provided herein. Customer may transfer or assign this license only as part of the sale of the Products and only to a transferee or assignee who agrees in writing to be bound by the terms and conditions of this section and provided Seller is notified in writing of the transfer.

9. Warranty
PRODUCTS: Leica warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will at the time of such delivery: (a) conform to the specifications published in the applicable Leica documentation for such Product in effect as of the date of shipment, if any, or those contained in or attached to Leica's quotation; (b) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (c) be of good quality and free from defects in materials and workmanship.
INSTRUMENTS: Leica warrants that Instrument(s) are free from manufacturing defects in material and workmanship for a period of one (1) year from the date of delivery or the date of completion of assembly and installation by Leica (if applicable) when used in compliance with Leica's guidelines and instructions, including, without limitation, the associated Leica User Manual ("Warranty Period"). This limited warranty covers normal usage and does not cover damage which occurs in shipment, or failures which result from alteration, accident, misuse, abuse, neglect or improper service or maintenance by Customer. Such damage shall be the sole responsibility of Customer. In the event that the assembly of the Product is substantially complete, and the customer utilizes the instrument to perform research or Production work the warranty period begins. The warranty period for any additional components shall commence at the day of their installation.
SERVICES: Leica warrants that its Services will be performed in a workmanlike manner for a period of ninety (90) days after the performance of the Services. All Services shall be provided by an authorized Leica representative at Customer's sole expense after the Initial Warranty Period. All Services not covered by warranty or an active Service contract shall be at Customer's sole expense.
WARRANTY EXCLUSIONS: Warranty coverage does not include any defect or performance deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (1) negligent storage or handling of the Product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Leica, (3) adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or other causes beyond the reasonable control of the Leica, (4) absence of any Product, component, or accessory recommended by Leica but omitted or removed at Customer's direction (5) any misuse, alteration or damage to the Product by persons other than Leica, (6) combining Leica's Product with any Product furnished by others, or with incompatible Products, where such combination causes failure of or degradation to performance of Leica's Product (including the substitution of any reagent not authorized by Leica) (7) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or failure to comply with any applicable instructions or user manuals provided by Leica; or (8) if any servicing was performed or repair was attempted by personnel not authorized by Leica to perform such servicing or repair.
DISCLAIMER: The only other warranties made by Leica with respect to Products are those specifically and expressly stated as warranties in the Product's package insert specifications and operations manuals. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Customer assumes all risk for the suitability of the test results obtained by using any Product hereunder and the consequences which flow therefrom when any Product is used other than in accordance with the applicable Leica package insert or operations manual for such Product(s) or item of Covered Equipment so as to effect its stability or reliability, and is used either: (a) alone; or (b) in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use with such Product.
CUSTOMER'S REMEDIES: If Leica determines that any Product fails to meet any warranty during the applicable warranty period, Leica shall correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming Product, or part or parts of the Product. The place of performance for work under warranty shall be the nearest Authorized Service Center or such other place as determined by Leica in its sole discretion. For Products forming part of a fixed installation, it shall be the site of such installation. Warranty service will be performed during Leica's normal business hours. While every effort will be made to render services promptly, this does not include any guarantees of specific response time or uptime, which may be available for purchase under a separate service plan. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.
Warranty services includes any travel, labor, and parts related to the repair of an Instrument excluding any consumable items which remain the responsibility of the Customer, and will only be covered under the warranty if the consumables were

missing from the initial Product installation. Warranty will be null and void if any party other than a Leica Authorized Service Engineer attempts repair of said Instrument(s) during the Warranty Period. Any Product or part furnished without charge to Customer during the Warranty Period to correct a warranty failure shall be warranted to the extent of the unexpired term of the warranty applicable to the repaired or replaced Product. Leica reserves the right to use refurbished material for all repairs of Instruments covered by warranty as well as for repairs covered by any subsequent post-warranty service plans. Warranty of refurbished items is not limited compared to new items

The remedies set forth herein are conditioned upon Customer promptly notifying Leica within the applicable warranty period of any defect or nonconformance and making the Product available for correction at a mutually agreed-upon time. The preceding paragraphs set forth Customer's exclusive remedies and Leica's sole liability for claims based on the failure of the Products to meet any warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability) or otherwise, and however instituted, and upon the expiration of the applicable warranty period, all such liability shall terminate.

10. Indemnification

Customer will indemnify, defend and hold Leica harmless from all claims, costs (including reasonable attorneys' fees), damages and liabilities ("Claims") arising from Customer's use or misuse of the Products, including any Claims (whether for personal injury, death, property damage or otherwise) arising from Customers' fault, negligence, willful misconduct, omissions or breach of this Agreement. Leica will indemnify, defend and hold harmless Customer from all Claims arising from (i) any alleged defects in the Products and (ii) based on alleged infringement of third party intellectual property rights. However such indemnification shall not apply where the defect or infringement is caused in whole or in part by (i) any alteration of the Product by persons other than Leica, (ii) combining Leica's Product with any Product furnished by others where such combination causes failure of or degradation to performance of Leica's Product, (iii) combining incompatible Products of Leica, (iv) improper or extraordinary use of the Product, improper maintenance of the Product, or failure to comply with any applicable instructions or recommendations of Leica, Leica does not warrant Products of others which are not included in Leica's published Product catalog.

11. Limitation of Liability

To the fullest extent permitted by law, in no event shall either party be liable for any lost revenues, lost profits, special, indirect, incidental or consequential damages, economic loss, or property damage incurred by the other party. Either party's total liability under this Agreement shall not exceed the total price paid for all Products hereunder on an annual basis. The aforementioned limitation shall not apply to damages resulting from the gross negligence, bad faith or willful misconduct of a party or its personnel.

12. Compliance

PROHIBITED ACTIVITIES: Neither party to this Agreement nor shall engage in any activity prohibited by anti-kickback, anti-self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, excluding choice of law provisions.

14. Force Majeure

Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of sums due and owing) due to labor strikes, lockouts, fires, floods, water damage, riots, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

15. Severability; Waiver

In the event that any one or more provisions contained herein (other than the provisions obligating Customer to pay Leica for the Products and Services) 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 not in any way be affected or impaired thereby. A party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

16. Notices

Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three days after being sent via registered mail with return receipt requested, by courier, by first-class mail, postage prepaid, or via email (with evidence of receipt required) at the addresses specified herein for the respective parties or at such other address as either party may from time to time designate to the other in writing.

17. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding any provision of this Agreement to the contrary, either party shall have the right to assign or otherwise transfer its interest under this Agreement, without consent of the other party, to any of its affiliated entities or to any entity to which a party may sell, transfer, convey, assign or lease substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement without the express written consent of the other party will be invalid.