Quotation: 47462436

Prepared For:
KANSAS DIVISION OF PURCHASES
PROPOSAL 11737
CLOSING: 11/04/08
900 SW JACKSON STREET, ROOM 102N
TOPEKA, KS 66612-1286

LEE HARMON, 785-296-3029 lee.harmon@da.ks.gov

Please Submit Purchase Order To:
Beckman Coulter, Inc.
M/S W513
200 South Kraemer Blvd
Brea, CA 92821-6208

DUNCAN HARE
Phone: 1-800-742-2345
Fax: 1-866-866-9826

Payment Terms: 30 NET **FOB Terms:** SHIP POINT, PREPAID AND ADD

The prices on this quotation will be honored for any purchase order received by 02-MAR-2009.

Quote Items

Item #	Item Description	Qty	Contract/List Price -Contract Discount%	Contract Price	Promotional Price	Extended Price
609044	P20 Pipette Tips, Polypropylene, Nonsterile, 20µL (10 racks of 96) For accurate low-volume pipetting with the Biomek® 2000 P20, P200L, MP20 or MP200 tools	1	49.00 / 0.00%	49.00	39.20	39.20
609045	P20 Pipette Tips, Polypropylene, Nonsterile, 20µL (1000 tips, bulk) For accurate low-volume pipetting with the Biomek® 2000 P20, P200L, MP20, or MP200 tools	1	29.00 / 0.00%	29.00	23.20	23.20
609042	P20 Pipette Tips, Polypropylene, Sterile, 20µL (10 racks of 96) For accurate low-volume pipetting with the Biomek® 2000 P20, P200L, MP20 or MP200 tools	1	51.00 / 0.00%	51.00	40.80	40.80
609043	P20 Barrier Pipette Tips, Polypropylene, Sterile, 20µL (10 racks of 96) Features: • Sterile barrier pipette tips for the Biomek® 2000 reduce the possibility of aerosol contamination of samples and Biomek pipette tools • Contains a polystyrene barrier • For accurate low-volume pipetting with the Biomek® 2000 P20, P200L, MP20 or MP200 tools • Total working capacity of 20µL	1	112.00 / 0.00%	112.00	89.60	89.60
372654	Pipette Tips, Polyproplene non-sterile, 250µL, 96 racks. 10 racks pkg.	1	49.00 / 0.00%	49.00	39.20	39.20
373689	Polypropylene Bulk, Nonsterile, 250µL (1000/tips)	1	28.50 / 0.00%	28.50	22.80	22.80
372655	Polypropylene, sterile 250 µL Pipette Tip 96 Per Rack, 10 Racks	1	51.00 / 0.00%	51.00	40.80	40.80
140505	Barrier Pipette Tips, Polypropylene, Sterile, 125 Microliters (10 racks of 96) •Sterille barrier pipette tips for the Biomek® Biomek® 1000 reduce the possibility of aerosol contamination of samples and Biomek pipette tools. • They are made from polypropylene and have and have a polystyrene barrier. • Total working capacity is 125 microliters.	1	112.00 / 0.00%	112.00	89.60	89.60
373688	TIPS, PIPETTE PP NONSTERILE 1000UL	1	51.00 / 0.00%	51.00	40.80	40.80
609899	TIPS, P1000 NONSTERILE, BULK	1	87.00 /	87.00	69.60	69.60

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Item #	Item Description	Qty	Contract/List Price -Contract Discount%	Contract Price	Promotional Price	Extended Price
			0.00%			
373687	TIPS, PIPETTE PP STERILE 1000UL	1	51.00 / 0.00%	51.00	40.80	40.80
534692	Biomek® P1000 Tips (10 racks of 72) • Nonpyrogenic • Sterile • Polypropylene • Capacity: 1000µL	1	61.00 / 0.00%	61.00	48.80	48.80
					Subtotal	585.20
				Net Purchase Price		585.20

Prices on tips quoted here in will be held firm for the term of the three (3) year term of the Agreement.
The Term is defined as *Date Award is Received by Beckman Coulter ** through December 31, 2011.

There are no quantity discounts.

Prices quoted do not include any applicable sales tax.

Service Agreement pricing will not be held firm. Service Agreement prices are subject to increase if not purchased within 60 days from date of quotation. Service Agreement pricing is also subject to increase upon renewal of Agreement.

Payment Terms are Net 30 days from the date of invoice.

Buyer is responsible for paying freight.

Contract Usage Reports will be provided bi-annually upon request only. They will not be provided quaterly. The report has to be requested by the buyer and only twice a year is allowed. The content of the report will be regarding the purchase of the tips only.
The above quotation does not include any applicable sales tax.
Shipment and invoicing is approximately sixty (60) days from the receipt of the purchase order.
Thank you for considering Beckman Coulter, Inc.

Unless indicated otherwise, prices and warranty are valid only for shipment to and installation in the U.S. Credit terms are tentative and subject to final approval of Corporate Credit Department This quotation is made contingent upon the acceptance by Buyer without change or modification of the provisions of this quotation including all insertions on the face hereof. Unless specifically accepted by Beckman Coulter in writing contrary or additional terms or conditions or changes in specifications imposed by Buyer's Purchase Order of any or otherwise shall not bind Beckman Coulter Issuance of Buyer's Purchase Order against this quotation for the acceptance of the products or any part thereof offered hereby shall be deemed an unqualified acceptance of the provisions of this quotation hereof. Upon any acceptance of this quotation it shall contain the entire agreement between Buyer and Beckman Coulter and shall supersede all prior representations, promises or conditions, written or oral, in connection herewith not expressly included herein. BCI reserves the right to partially ship against the purchase order and invoice only that portion of the purchase order that has been shipped. On-site installation will be performed by a factory trained technician. Installation includes instrument unpacking, assembly, and adjustment to factory specifications. It does not include site preparation. Installation of stand alone computers is the responsibility of the customer.

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BECKMAN COULTER, INC
TERMS AND CONDITIONS OF SALE

PRICES
The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS
Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT
Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. "Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS
(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 4300 N Harbor Boulevard, Fullerton, CA 92834-3100, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
(c) For shipments to and from places with in the United States, all shipments -unless otherwise agreed in writing – shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
(d) For shipments from the United States to ports and/or places outside the United States all shipments are – unless otherwise agreed in writing – FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION
Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS
Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY
The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES
Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS
Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product
furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the
product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter for patent infringement by said product. If any suit or proceeding is brought against Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY
Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulters operating instructions within such one year period. Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.
(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory:
(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it: in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.
(c) Any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;
warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;
(d) If product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;
(e) Beckman Coulter may from time to time provide a special printed
(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.
(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake. (ii) was caused by Buyers misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.
IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MECHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACMENT OF ANY OF THE PRODUCT SOLD UNDER THS SALES ORDER.
If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.
binding upon Beckman Coulter unless reduced to writing and
approved by an expressly authorized officer of Beckman Coulter.
Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be

CONTINGENCIES
Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for and use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S.GOVERNMENT CONTRACTS
If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by Federal Statue to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS
If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL
This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLIGICAL MATERIALS
The products sold hereunder are warranted only to conform to the quantity and content stated on the level at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.
THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PROUDCT OR ON THE FACE HEREOF.IT IS EXPRESSLY AGREED THAT THE ABOVE WARANTY SHALL BE IN LIE OF ALL WARRANTIES OF FTINESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANFACTURE, USE, SALES, HANDLI NG, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.
Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.

FOR ALUMINUM & TITANIUM ANALYTICAL, ALUMINUM & TITANIUM FIXED ANGLE, ALL SWINGING-BUCKET, ZONAL, CONTINUOUS FLOW, AND ACCELERATION TEST ROTORS
These rotors are warranted (subject to the conditions specified below and in the warranty clause of the Beckman Coulter terms and conditions of sale in effect at the time of sale) against defects in materials or workmanship for Aluminum Fixed-Angle Rotors for 1000 runs or 2500 hours; Titanium Fixed-Angle Rotors for 5000 runs or 10,000 hours; Swinging-Bucket Rotors for 1000 runs or 2500 hours; Aluminum Analytical Rotors for 1000 runs or 1000 hours; Titanium Analytical Rotors for 5000 runs or 5000 hours; Zonal and Continuous-Flow rotors for 1000 runs or 2500 hours; Acceleration Test Rotors for 1000 runs or 1000 hours, whichever occurs first, at any speed up to a maximum rpm (speed stamped on the rotor—properly reduced for fluid densities, high temperatures, certain load weights, certain belt and carrier configurations, tubes, tube caps, adapters, and centerpiece materials or configurations as described in the instructions for the rotor or Beckman Coulter ultracentrifuge in use). For Zonal and Continuous Flow, and Aluminum Fixed-Angle and Swinging-Bucket rotors, if the 5-year warranty period has not then expired, the warranty is then extended for an additional 1000 runs or 2500 hours at any speed up to 90% of the maximum rpm or until the expiration of the 5-year period, whichever occurs first. For Aluminum Analytical and Titanium Analytical Rotors, a run made at less than 75% of the rotor's maximum rpm will be counted as a run only the hours need not be logged.

REPLACEMENT
A defective rotor will be replaced by Beckman Coulter at its then current list price less a credit based upon the number of actual runs or hours, as the case may be up to the maximum number of warranted runs or hours, respectively, specified herein. The Buyer shall not receive a credit unless and until the claimed defective rotor and an up-to-date rotor log book or other acceptable up-to-date record of rotor use are returned to Beckman Coulter's facility in Palo Alto, California, or delivered to a Beckman Coulter Field Service Representative. The replacement price (cost to Buyer) for the respective rotors shall be calculated as follows:
Replacement Price - Current Rotor List Price X
RUNS (or HOURS, whichever is greater).

	RUNS	HOURS
Zonal, Continuous-Flow, Swinging-Bucket & Aluminum Fixed-Angle	2000	5000
Titanium Fixed-Angle Aluminum Analytical and Acceleration Test	5000	10000
Titanium Analytical	5000	5000

CONDITIONS

1) This warranty is valid for five years from the date of shipment to the original Buyer by Beckman Coulter or an authorized Beckman Coulter representative.

2) This warranty extends only to the original Buyer and may not be assigned or extended to a third person without the written consent of Beckman Coulter.

3) This warranty covers the rotor only and Beckman Coulter shall not be liable for damage to the components under test, to parts external to the rotor, or to the ancillary supplies including but not limited to (i) bearings, (ii) seals, (iii) o- rings, (iv) capping mechanisms, (v) tubes, (vi) tube caps, (vii) tube adapters, (viii) thermistor assemblies, (ix) cell assemblies, (x) counterbalancers, (xi) rotor contents, (xii) tube contents, or (xiii) cell contents.

This warranty is void if the rotor is (i) operated or maintained in a manner contrary to the instructions in the manual for the

4) Beckman Coulter rotor or ultracentrifuge in use, (ii) used in a centrifuge not of Beckman Coulter's manufacture, (iii) used in a Beckman Coulter ultracentrifuge that has been modified without the written permission of Beckman Coulter, or (iv) used with carriers, belts, or other insert devices not of Beckman Coulter's manufacture.

5) Should a Beckman Coulter ultracentrifuge be damaged due to the failure of a rotor, covered by this warranty, Beckman Coulter will supply free of charge (i) all ultracentrifuge parts required for repair (except the rotor drive unit which will be replaced at the then current price less a credit determined by the total number of revolutions completed, provided that such unit was manufactured or rebuilt by Beckman Coulter), and (ii) if the ultracentrifuge is currently covered by a Beckman Coulter warranty or service agreement, all labor necessary for repair of the ultracentrifuge.

6) Rotor cores and liners purchased concurrently with or subsequently to the purchase of a Zonal or Continuous-Flow rotor are warranted only for a term co-extensive with that of the rotor for which the cores and liners are purchased.

Rotor Bucket Sets purchased concurrently with or subsequent to the purchase of a Swinging-Bucket Rotor are warranted only for a term co-extensive with that of the rotor for which the Bucket Sets are purchased.

FREE ROTOR INSPECTION SERVICE
Beckman Coulter Inc. will provide free inspection of any rotor at the request of the user. Rotors will be routinely inspected if the ultracentrifuge in which they are used is covered by a Beckman Coulter Service Agreement. Upon receipt at the factory in Palo Alto, California, any Beckman Coulter rotor will be inspected free of charge by the Beckman Coulter Metallurgy Laboratory, whether the owner holds a Beckman Coulter Service Agreement or not. Before shipping a rotor, the owner should contact the nearest Beckman Coulter Sales and Service office and request a Returned Goods Authorization (RGA) form and packaging instructions. Rotor owners are urged to make use of this inspection service. The company maintains records on the date of shipment of all rotors and will supply this information to any owner questioning the age of a rotor. Such a request should always include the rotor serial number.
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