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## QUOTATION

University of Nevada  
 Stephen Spain  
 1664 North Virginia  
 Reno, NV 89557  
 (801) 560-5794

Warranty:	1 year parts and labor
Terms:	TBD
Shipping:	FOB, Origin, charge back buyer
Delivery:	TBD

Quote Number	Quote Date	Quote Validity	Sales Representative
Q-27668-T5J5-1	3/13/2019	3/12/2019 to 4/12/2019	Wayne Kottkamp

Part Number	Description	Unit Price	Qty	Extended Price
7000-J032A	<p><b>Model J-1700 UV/Visible/Near-Infrared Circular Dichroism Spectrometer System</b></p> <p>Specifications</p> <ul style="list-style-type: none"> <li>Wavelength range: 163 – 2500nm</li> <li>Light source: 150W Xenon and 150W Tungsten Halogen (both air-cooled)</li> <li>Optics: Double prism with Czerny-Turnery mount monochromator system</li> <li>RMS Noise: Same as J-1500 in UV/Vis and less than 1mdeg at 1000nm with 10nm slitwidth and no sample</li> </ul> <p>Contains</p> <ul style="list-style-type: none"> <li>J-1700 Main Unit</li> <li>Instruction &amp; Maintenance Manual</li> <li>PC interface and Spectra Manager software for control, data acquisition and analysis</li> <li><b>DOES NOT INCLUDE PC REQUIRED FOR OPERATION</b>, unless quoted below</li> </ul>	\$136,000.00	1	\$136,000.00
7069-J011A	<p><b>MPTC-511 six position in-line Peltier temperature control system</b></p> <p>Specifications</p> <ul style="list-style-type: none"> <li>Temperature range: -40 to +130°C</li> <li>Temperature accuracy: +/- 0.5°C</li> <li>Designed for use with up to six 10, 5, 2 and 1mm cells</li> </ul> <p>Contains</p> <ul style="list-style-type: none"> <li>MPTC-511 Main Unit</li> <li>Temperature probes for in-cell as well as adjacent to cell and internal for safety override</li> <li>Built-in variable speed magnetic stirrer for all six positions</li> <li>1mm spacer</li> <li>Temperature control software for temperature scan and temperature/wavelength scan programming</li> <li>Instruction &amp; Maintenance Manual</li> </ul>	\$9,500.00	1	\$9,500.00
EX2-755 Koolance	<b>Koolance Cooling Kit for use with water circulated peltier accessories</b>	\$500.00	1	\$500.00

IT	<ul style="list-style-type: none"> <li>• Compression fittings, push-on mounting for 6-10 mm polymer tubing</li> <li>• Low profile, 2-Fan water circulation system for Peltier accessory heat-sink applications</li> <li>• Water stabilizer and anti-fungal agent</li> <li>• 110/220V AC power adapter</li> <li>• Black PVC 10 mm OD tubing for connection of Koolance circulator and Peltier accessories (6 meter length)</li> </ul> <p><b>Installation &amp; Training includes instrument and software familiarization</b>  Performed by a factory trained JASCO Service Engineer  Installation subject to satisfactory Completion of Site Requirements.</p>	\$4,380.00	1	\$4,380.00
<b>Discount Type:</b> Academic		<b>Item Total:</b>		\$150,380.00
		<b>Discount(%):</b>		10.00%
		<b>Subtotal:</b>		\$135,342.00
	Notes:	<b>System Total:</b>		\$135,342.00

Optional Products		Price per Unit
<b>DELL OPTIPLEX 3060</b>	<p><b>Dell Optiplex 3060</b></p> <ul style="list-style-type: none"> <li>• OptiPlex 3060 Desktop, Intel Core i5-8500 Processor</li> <li>• 8GB Ram, 2400 MHz</li> <li>• Wireless Keyboard and 2-Button Entry Mouse with scroll feature</li> <li>• Dell Professional P2219H 22" Monitor With LED</li> <li>• 500GB SATA HDD</li> <li>• DVD+/-RW Combo drive</li> <li>• Windows 10 Professional, 64-bit, English, Factory Install</li> <li>• ProSupport 3 Year Service Plan - Next Business Day Parts and Labor On-Site Response (provided by Dell); 24/7 Tech support</li> </ul>	\$1,405.00

*For instruments purchased with installation by JASCO personnel training is provided. Additionally, JASCO offers regularly scheduled training seminars at our Easton, MD applications laboratory. Small classes and hands-on guidance ensure that you receive an optimum learning experience. Please visit [www.jascoinc.com/training](http://www.jascoinc.com/training) to view and register for available classes. On-site training at your facility is available upon request.*

*JASCO only quotes freight charges if specifically requested by the customer. Any freight charges included on this quote are estimated and are based on standard delivery – ground shipment. Actual freight charges invoiced may vary due to delivery method or carrier selected.*

*JASCO only quotes sales tax if specifically requested by the customer. Please refer to the attached Terms and Conditions, Prices and Quotations, item b for further information.*

# SALES TERMS AND CONDITIONS

## DEFINITIONS

"Agent" or "Representative" - an employee or other person or entity authorized to action behalf of JASCO Incorporated (Company).  
"Company" - JASCO Incorporated.  
"Contract" - the official agreement formed between the Company and the Customer through the Company's acceptance of the Customer's order.  
"Customer" - a person or entity entering into a contract with JASCO Incorporated for the purpose of purchasing goods or services from the Company.

## FORMATION OF CONTRACT

a) No order in pursuance of any quotation shall be binding on the Company unless and until such order is accepted by the Company in writing. Orders will be within seven days from the date the verbal, telephone or fax submission was made to the Company.  
b) The Contract shall be subject to the terms and conditions contained herein by reference. No Representative or Agent of the Company may bind the Company to any terms outside this agreement or make any representations inconsistent with such terms and conditions unless presented in writing and approved under delegated authority by the Company. A list of delegated authorities of the Company is available upon request.  
c) Unless otherwise agreed in writing by the Company, these conditions shall override any terms and conditions stipulated by the Customer in reference to this order or other pre-contract negotiations.  
d) Any description contained in the Company's catalogs, price lists or other promotional material is intended to present an accurate image of the Company's products or services. Catalogs, price lists or other promotional material, however, is not part of the Contract.  
e) The Company reserves the right to correct any clerical or typographical errors included in the Contract at such time as the error is discovered by the Company. Revised contracts will be presented to the Customer, as necessary.  
f) By accepting delivery of the goods supplied, Customer agrees to be bound by and accepts these terms and conditions unless Customer and Company enter into a separate written agreement signed by both parties. Any additional or different terms and conditions contained in any purchase order or other document provided by Customer are null and void. The terms and conditions contained herein encompass the entire understanding of the parties with respect to the subject matter hereof.

## SAFETY INFORMATION AND USE

a) The Company warrants that it will communicate to all relevant personnel designated by the Customer all information pertaining to the safe use and handling of the goods included in this contract.  
b) If the goods are used for purposes which have not been made known to the Company and approved by it in writing, are used in a manner other than is authorized by the Company, or are used in hazardous areas (unless approved by the Company), the performance and safety of the goods may be affected and the Customer, in such event, agrees to indemnify the Company against any claims, costs, damages or expenses arising from such unauthorized use, including (without prejudice to the generality of the foregoing) any infringement of any intellectual property rights arising therefrom.

## PRICES AND QUOTATIONS

a) Subject to any agreement to the contrary, the Company's quotations are valid for 30 days from the date of issue (errors and omissions excepted).  
b) If, upon the Customer's request, goods and services provided under this quotation are revised, the Company shall amend the quotation to reflect the revised goods and services and related pricing thereof.  
c) This quotation does not include freight charges, sales or other applicable tax, or duties or other government charges related to the delivery of goods and services to the Customer unless specifically requested by the Customer. However, Customer is responsible for these charges as part of the terms of this Contract and shall be invoiced for such by the Company and/or freight carrier upon the delivery of the goods and services to the Customer.  
d) Where the Customer requires special packaging for the goods, the Company reserves the right to pass additional charges to the Customer without notice.

## DELIVERY

The Company will deliver the goods by the means most convenient to the Company and to the address or addresses designated by the Customer. In the event that the Customer fails to specify a delivery address, the Company may deliver the goods to any address in North, South, or Central America at which the company resides or performs business activities.

## RISK

a) Suitable unloading and storage of goods after delivery shall be the Customer's responsibility. Customer shall not open packages of products slated for Company installation. Improper unpacking of goods by the Customer may nullify the manufacturer's warranty replacement should any damage to the goods occur.  
b) Subject to any agreement in writing by the Company, the risk in goods supplied by the Company shall pass to the Customer upon the date of shipment by the Company.

## CONFIDENTIALITY

In the course of performing services, Company may be privy to confidential or proprietary information maintained, used, or created by Customer ("Confidential Information"). Company agrees to keep all Confidential Information in strict confidence. Company shall use the Confidential Information only to carry out its proper functions in connection with accomplishing the goals of the business relationship and shall not disclose the Confidential Information to any other individuals or entities. Confidential Information does not include information: (a) that was in the possession of Company without obligation of confidentiality prior to its receipt of Contract hereunder; (b) lawfully obtained by Company without restriction from a third party; or (c) publicly available other than through the fault or negligence of Company.

## PAYMENT

a) Unless otherwise specified in writing by the Company, payment for goods or services or any installment thereof shall be made by the Customer at the net invoice price no later than 30 days after the invoice date.  
b) Unless otherwise agreed in writing, the Company shall invoice the Customer for goods or services, or any installment thereof, upon shipment of the goods, upon notification to the Customer that the goods are ready for collection, or upon completion of the services, or any installment thereof.  
c) Without prejudice to sub clauses (a) and (b) in this section, if the Contract provides for stage payments, the Company shall be entitled to payment at such intervals as specified in the Contract.  
d) In the event the Company agrees to accept payment by installment, any delay of contractual payment by the Customer shall, without prejudice to any other right forthwith, immediately entitle the Company to the whole of the outstanding Contract sum.  
e) Where the Company has agreed that (a) the price is payable in a custom other than US Dollars or (b) that payment will be in the form of a bank wire or other electronic payment, all banking fees and similar charges connected to the payment shall be borne by the Customer.  
f) A late fee will be charged on all past due balances at the greater of \$25 per month or 1 percent per month, beginning on the first day after the payment due date.  
g) The Customer agrees to pay the Company legal fees and other costs incurred by the Company in connection with enforcement of the terms and conditions specified in this agreement.

## DEFERMENT OR CANCELLATION

a) If the Customer fails to make any payment when it becomes due, or if there shall be any breach by the Customer of any of the terms and conditions of this Contract as referenced herein, the Company may defer or cancel any further deliveries of goods or services provided.  
b) Cancellation of the Contract by the Customer must be in writing and will be accepted at the discretion of the Company.  
c) Return of goods by the Customer requires return authorization issued by the Company. Unless the goods are damaged upon receipt (refer to DAMAGE, SHORTAGE OR LOSS below), the Company will charge a restocking fee of 25 percent for the return of goods by the Customer.

d) The Company shall charge the Customer for any costs incurred by the Company due to the suspension or deferment of any order by the Customer or in the event that the Customer defaults in collection any goods or giving instructions for the delivery of any goods or the performance of any service. The Company further reserves the right to invoice the Customer immediately in such events for the full price of the goods or services negotiated under the Contract.  
e) No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice, limit, or extinguish the Company's rights under this paragraph.

## DAMAGE, SHORTAGE OR LOSS

No claim for damage in transit, shortage of delivery, or loss of goods will be accepted unless the Customer provides written notice of such damage, shortage or loss (including reasonable particulars thereof) within 3 business days of receipt of the goods. For goods requiring installation by the Company, the Customer shall contact the Company within 3 business days of receipt to inform the Company of any damaged packages. Refer to the section entitled "Risk" contained herein for further information on unpacking goods. The Company may replace or repair the goods at its discretion and the Company's liability, if any, shall be limited to product damage, shortage or loss. Repair or replacement of goods shall be contingent upon the Customer's return of damaged goods to the Company within 14 days of such request by the Company. The Customer shall not be entitled to make any claim against the Company for consequential loss arising out of such damage, shortage or loss as aforesaid.

## LIMITATION OF LIABILITY

**a) UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OR ANY REMEDY SET FORTH HEREIN, WILL COMPANY BE LIABLE FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE IN EACH CASE WHETHER A CLAIM FOR SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, (B) ANY CLAIMS DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD-PARTY, (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY COMPANY BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES, OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE.**

b) Unless otherwise provided in these conditions, the Company's liability with respect to any defect or failure of goods supplied, or default in services provided is limited to repairing or paying for the repair or replacement of goods which within 12 months of dispatch are found to be defective by reason of faulty or incorrect parts or materials or default in any services which the Company has failed properly to perform in accordance with the Contract. **COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Customer acknowledges that no Employee, Agent or Representative of the Company is authorized to make any representation or warranty that is not contained in these terms and conditions on behalf of Company.

c) Conditions precedent to the Company's liability hereunder shall be that the Customer, as soon as reasonably practicable, shall provide the Company reasonable notice of the defect, failure, default or error and shall provide authority for the Company's employees or agents to inspect the goods. Company warrants that any services to be performed under the Contract will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Company's entire liability with respect to this warranty will be, at the option of the Company to either (a) use its reasonable commercial efforts to re-perform or cause to be re-performed any service not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the service not in substantial compliance, provided, in either case, Customer notifies Company in writing within five business days after performance of the service. **EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANT, EITHER EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.**

## INSTALLATION

a) Where the Company has agreed to install or commission the goods, an additional charge consisting of normal Company labor and travel rates may be made by the Company if the Company is prevented from carrying out such installation or commissioning for more than 30 days after delivery of the goods unless due to the act or omission of the Company. Where the Company has agreed to install or commission the goods and is prevented from carrying out such installation or commissioning for more than 60 days after delivery of the goods (unless due to the act or omission of the Company), all warranty periods will begin 60 days after the delivery date.  
b) The Customer warrants that it will at all times provide a safe working environment for the Company's employees, agents or sub-contractors and will comply with all statutory or other regulations in connection therewith and will indemnify the Company in respect to any loss incurred by the Company due to the Customer's breach of this warranty.  
c) The Company reserves the right to sub-contract the installation of the goods or the performance of any other services required under the Contract.  
d) All goods remaining the property of the Company and delivered on site shall be the responsibility of the Customer until the Company has removed the same. The Customer warrants that it has sufficient insurance coverage to comply with the provision of this sub-clause.

## TRADE MARK NAMES

The Customer will be fully responsible for any consequences of any patent, trademark, service mark, design or copyright infringement of the third party right resulting from the Customer's use or sale of any of the goods where they have been modified by the Customer and the Customer shall fully and completely indemnify the Company for all damages, costs, charges and expenses as a result of any such infringement or alleged infringement.

## NEGLIGENCE

The Company shall not be liable to the Customer for any damage or for any direct or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or willful default on the part of its servants or agents or subcontractors in or in connection with the supply of any goods or in the preparation or provision of any information or advice.

## INSURANCE

The Company will maintain comprehensive general liability, automotive liability and property damage coverage for injuries to persons and property occurring because of the performance of services by Company under this Contract, with the limits of \$6,000,000 for injuries and \$1,000,000 for damage to property. Such insurance shall constitute the limits of Company liability to Customer for such injuries and damage.

## GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Maryland. Any action stemming or arising from this Contract shall be brought exclusively to a court of competent jurisdiction in Maryland. Customer waives the right to change of venue and further consents to the exercise of personal jurisdiction by any such Maryland court with respect to any such proceeding. Except in cases of non-payment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen.