

JEFFREY WOLFMAN
UNIV OF MASSACHUSETTS
EXECUTIVE DIRECTOR
MEMORIAL HALL
DEVELOPMENT OFFICE
134 HICKS WAY
AMHERST MA 01003-9270
US

Waters

Quotation

www.waters.com

DATE: 06/11/2004
WATERS QUOTE #: 20177598
EXPIRATION DATE: 07/02/2004
DELIVERY: 120 DAYS
Page 1 of 4

FREIGHT TERMS:
FREE ON BOARD
ABSORBED CONTRACTS
PAYMENT TERMS:
NET 30 DAYS

TEL: 413 545 4200
FAX: 413 545 6892
EMAIL: N/A
wolfman@chancellor.umass.edu

PLEASE REFERENCE THIS QUOTATION WHEN PURCHASE ORDER IS ISSUED

PRODUCT #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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Note: The promotional discount(s) are greater than and therefore supercede your contractual discount.

1.	176815000	1	Waters ACQUITY UPLC System	81,268.00	
			Includes the following product #'s, quantities and components		
	176015000	1	ACQUITY UPLC Core System Waters ACQUITY Ultra Performance LC Systems have been holistically designed to control and optimize all the parameters required to take full advantage of the benefits of UPLC in today's laboratory. The ACQUITY UPLC Core System forms the basis for all UPLC systems. The ACQUITY UPLC System is an integrated solvent and sample management UPLC instrument configured for binary solvent delivery and sample introduction. The system may be configured for a broad range of applications supported by UPLC optical and mass spectrometry detectors, with a choice of instrument control and data management software. The following items are included as part of the core system: - ACQUITY UPLC Binary Solvent Manager - ACQUITY UPLC Sample Manager w/ Column Heater Module - ACQUITY UPLC Solvent Tray Module - ACQUITY UPLC System Test Mix - ACQUITY UPLC System Test Column		
	725000455	1	8 Port 10/100 Ethernet Switch		
	WAT069054	1	25' Ethernet Patch Cable		
	186002578	1	ACQUITY UPLC BEH C18 1.7µm 2.1100mm 3-pk		
	186015025	1	ACQUITY UPLC PDA Detector Photodiode array detector equipped with fiber-obtic interface with the UPLC flow cell. Performance is optimized for with high performance UPLC flow cells. Instrument communications with the host computer are through IEEE-488 communications protocols.		
	205015002	1	ACQUITY UPLC Cell PDA, Standard		
	176000502	1	IBM ThinkCENTRE M50 with Pentium 4 3.0GHz/800MHz 512KB, IBM 512MB SDRAM Pro Keyboard, Optical 3 Button ScrollPoint Mouse PS2 and USB, 160 GB 7200 RPM (Serial ATA-150 Hard Drive), DVD Multi Burner, Veritas Multi Burner Software, Windows XP Professional Intel Extreme Graphics 2 Direct AGP 32MB Graphics Chipset (Millennium/Empower configuration is slightly different) Monitor, IBM L170P ThinkVision 17" Flat Panel.		
			Discount	-14,628.24	
			Net Price	66,639.76	66,639.76
			Item 2 is a promotional item and must be purchased with item 1 on one purchase order for the discount to be applicable.		
2.	176000478	1	QuanLynx QuanLynx is an application manager that handles the processing of	6,000.00	

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		MassLynx data for quantification. It is an optional alternative to the basic quantitation package that is shipped with MassLynx and offers greater processing speed and enhanced automated peak detection. The quantification report also differs from the basic package in that a single report directory is generated giving greater speed and flexibility of data review. QuanLynx is designed to work within the MassLynx security system which has been enhanced from MassLynx 3.5 onwards to provide tools to enable compliance with the FDA's guidelines on electronic records and electronic signatures (21 CFR part 11). QuanLynx also includes automated optimisation and method set-up of quantification parameters for large numbers of compound, set-up of acquisition methods, set-up of quantification methods and processing and reporting data. The entire process from sample submission to report generation may be automated without a requirement for user intervention.		
		Discount	-5,999.99	
		Net Price	0.01	0.01
		Waters is offering the following two-year total assurance warranty at a significant savings on 25% off list price. The 25% new service plan incentive is only available if the plan(s) are purchased with the instrument. A one time invoice for the service plan will be issued upon delivery of the instrumentation and is payable 30 days from date of issue.		
3.	740001690	1 Total Assurance Warranty ACQUITY Solvent Manager (1PM)	2,550.00	
		Discount	-637.50	
		Net Price	1,912.50	1,912.50
4.	740001703	1 Total Assurance Warranty ACQUITY Sample Manager, (1PM)	2,295.00	
		Discount	-573.75	
		Net Price	1,721.25	1,721.25
5.	740001665	1 Total Assurance Warranty ACQUITY PDA Detector (1PM)	1,625.00	
		Discount	-406.25	
		Net Price	1,218.75	1,218.75
6.	740001517	1 TAW QuanLynx Software	540.00	
		Discount	-135.00	
		Net Price	405.00	405.00
7.	740000243	1 Total Assurance Warranty MassLynx	1,250.00	
		Discount	-312.50	

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PRODUCT #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Net Price			937.50	937.50
QUOTE TOTAL			USD	72,834.77

Installation and start-up: Waters will provide installation and start-up of the above quoted instrumentation. A certified Waters Service Engineer will perform the work and will provide on-site operational training for the primary user.

To place a telephone order, contact order placement department at 1-800-252-4752 ext: 8023.

You may fax your purchase order to 1-508-482-8532 OR 1-508-482-8834.

Any questions regarding this quotation should be directed to your Waters Technical Sales Representative:
CHRIS DECKER 1-800-252-4752 Ext. 6809

Sales Administrator
Waters Corporation

THIS TRANSACTION IS EXPRESSLY CONDITIONED UPON AND SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

1. Acceptance - Buyer's acceptance of the offer to purchase the products and/or services set forth on the front page made by Waters Technologies Corporation d/b/a Waters Corporation (Waters) of this quotation shall create a contract subject to and expressly limited by the terms and conditions contained on this form. Acceptance of this quotation may only be made on the exact terms and conditions set forth on this quotation; if additional or different term are proposed by Buyer, such additional or different terms shall not become a part of the contract formed by Buyer's acceptance of the quotation. Receipt of the products sold hereunder or commencement of the services provided hereunder shall be deemed acceptance of the terms and conditions of this quotation.
2. Taxes and Payment - Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted. In the event Waters is required to prepay any such tax or fee, Buyer will reimburse Waters. Payment terms shall be net thirty (30) days after shipment. An interest charge equal to 1 1/2% per month (18% per year) will be added to quotations outstanding beyond 30 days after shipment. In addition, Waters reserves the right, in its sole discretion, to require C.O.D. payment terms from any Buyer. Waters may also refuse to sell to any person until all prior overdue accounts are paid in full.
3. Delivery and Shipment - Delivery terms shall be F.O.B. Waters distribution point; identification of the products shall occur when they leave Waters distribution point at which time title and risk of loss shall pass to Buyer. All shipment costs shall be paid by Buyer and if prepaid by Waters the amount thereof shall be reimbursed to Waters. Waters will make reasonable commercial efforts to ship the products or provide the services hereunder in accordance with the delivery date set forth on the reverse side hereof provided, that Waters accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery.
4. Warranty - The products and/or services shall be covered by the applicable Waters standard warranty, a copy of which is supplied with the products and/or services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to the Buyer is merely illustrative of the general types and quality of goods and does not represent that the products will conform to the model or sample. Buyer's remedies under Waters warranty shall be limited to repair or replacement of the product or component which failed to conform to Waters applicable standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.
5. Returned Goods - Waters may, in its sole discretion, authorize product returns in appropriate circumstances, subject to such conditions as Waters may specify. Any such return shall be subject to the express prior authorization of Waters and payment by Buyer of a restocking charge. No returns will be authorized after one hundred twenty (120) days following shipment to Buyer.
6. Technical Advice - Waters may, at Buyer's request furnish technical assistance, advice and information with respect to the products if and to the extent that such advice, assistance and information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at the Buyer's risk, and which is PROVIDED WITHOUT WARRANTY OF ANY KIND AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY SET FORTH IN PARAGRAPH 4.
7. Waters Right of Possession, etc. - Buyer hereby grants Waters a purchase money security interest in the goods offered by this quotation to secure the due and punctual payment of the purchase price specified in this quotation. In the event of default by Buyer in any payment due Waters, Waters shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall goods in transit and retake the same, to repossess any goods which may be stored with Waters for Buyer's account without the necessity of Waters initiating any other proceedings. In addition, Waters shall have all of the rights and remedies of a secured party under the Massachusetts Uniform Commercial Code and may exercise all such rights and remedies in accordance therewith. Buyer shall execute such documents as Waters may request to effectuate the foregoing security interest.
8. Agents, etc. - No agent, employee or other representative has the right to modify or expand Waters standard warranty applicable to the products and/or services or to make any representations as to the products other than those set forth in the applicable user or operator's guide delivered with the products, and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of contract between Waters and Buyer for the purchase of the products or services.
9. Fair Labor Standards - The products or services provided hereunder were produced and/or performed in compliance with the requirements of all sections of the Fair Labor Standards Act of 1938 as amended.
10. Equal Employment - Waters is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status.
11. Modifications, Waiver, Termination - The contract formed by Buyer's acceptance of this quotation may be modified and any breach thereunder may be waived only by a written and signed document by the party againstwhom enforcement thereof is sought.
12. Governing Law - The contract formed by Buyer's acceptance of this quotation shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A.
13. Export Buyer shall comply fully with all applicable provisions of the United States Export Control Laws as may be in effect for any of the products and shall seek, whenever required, at its own expense, export licenses from the United States Department of Commerce prior to any export of the products and shall further assure compliance with all reexport restrictions of such United States Export Control Laws.
14. Additional Terms and Conditions - This quotation is also subject to any Waters Special Terms and Conditions applicable to the products or services offered by this quotation, which appear on the front of this quotation. Any variance from the terms and conditions of this quotation in any order or other written notification from Buyer, will be of no effect. Should Buyer order products or services through a Waters office located outside of the United States, the terms and conditions of the quotation issued by the office outside of the United States shall govern such order.
15. Arbitration - Any and all disputes or controversies arising in connection with the contract formed by Buyer's acceptance of this quotation or the sale of products and/or performance of the services shall be resolved by final and binding arbitration in Boston, Massachusetts, under the rules of the American Arbitration Association then obtaining. The arbitrators shall have no power to add to, subtract from or modify any of these terms or conditions of this contract. Any award rendered in such arbitration may be enforced by either party in either the courts of the Commonwealth of Massachusetts or in the United States District Court for the Eastern District of Massachusetts, to whose jurisdiction for such purposes Waters and Buyer each hereby irrevocably consents and submits.
16. Software - To the extent there is any software included with the products, the software is being licensed, not sold and all rights, title and interest therein shall remain with Waters. Use of the software shall be in accordance with the applicable software license delivered with the products. U.S. Government Restricted Rights - RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at 48 CFR 52.227-19, as applicable.
17. Force Majeure - Waters shall have no liability for failure to perform, or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes, or labor disturbances.