



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 10-12-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0506 2937 CME2200000001 1	Procurement Folder:	903208
Document Name:	Biotage Consumables	Reason for Modification:	
Document Description:	Biotage Consumables for Toxicology Department		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-08
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-07

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000100892 BIOTAGE LLC PO BOX 7777 PHILADELPHIA PA 19175-0332 US Vendor Contact Phone: 434-973-4771 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Courtney M Buskirk Requestor Phone: 304-352-4853 Requestor Email: courtney.m.buskirk@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV 25302 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

TCW 10/13/21

PURCHASING DIVISION AUTHORIZATION
Linda Harper
DATE: 10/13/2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
John S. Gron
DATE: 10/20/2021
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Tolen
DATE: 10-22-2021
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Biotage Open End Contract for consumables for the Toxicology Department to perform their duties of testing fluids and liquids.

No other vendor can provide these exact products.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	41000000			EA	201.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 200uL Supported Liquid Extraction Plate

Extended Description:

ISOLUTE SLE+ 200uL Supported Liquid Extraction Plate

Product #: 820-0200-P01

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	41000000			EA	227.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 200uL Array Wells (2 mL Wells)

Extended Description:

ISOLUTE SLE+ 200uL Array Wells (2 mL Wells)

Product #: 820-0200-T

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	41000000			EA	238.000000
Service From		Service To			

Commodity Line Description: ISOLUTE SLE+ 400uL Supported Liquid Extraction Plate

Extended Description:

ISOLUTE SLE+ 400uL Supported Liquid Extraction Plate

Product #: 820-0400-P01

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	41000000			EA	249.000000
Service From		Service To			

Commodity Line Description: ISOLUTE SLE+ 400uL Array Wells (2 mL Wells)

Extended Description:

ISOLUTE SLE+ 400uL Array Wells (2 mL Wells)

Product #: 820-0400-T

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	41000000			EA	123.000000
Service From		Service To			

Commodity Line Description: ISOLUTE SLE+ 1mL Supported Liquid Extraction Plate (48-Well)

Extended Description:

ISOLUTE SLE+ 1mL Supported Liquid Extraction Plate (48-Well)

Product #: 820-1000-Q01

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	41000000			EA	312.000000
	Service From	Service To			

Commodity Line Description: Collection Plate, 2 mL Round

Extended Description:

Collection Plate, 2 mL Round
Product #: 121-5213

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	41000000			EA	285.000000
	Service From	Service To			

Commodity Line Description: Collection Plate, 2 mL Square

Extended Description:

Collection Plate, 2 mL Square
Product #: 121-5203

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	41000000			EA	358.000000
	Service From	Service To			

Commodity Line Description: Collection Plate, 5 mL , 48-Well

Extended Description:

Collection Plate, 5 mL, 48-Well
Product #: 121-5210

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	41000000			EA	72.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 1 mL Sample Volume

Extended Description:

ISOLUTE SLE+ 1 mL Sample Volume
Product #: 820-0140-C

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	41000000			EA	72.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 1 mL Sample Volume (Tabless)

Extended Description:

ISOLUTE SLE+ 1 mL Sample Volume (Tabless)
Product #: 820-0140-CG

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	41000000			EA	109.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 5 mL Sample Volume

Extended Description:

ISOLUTE SLE+ 5 mL Sample Volume
Product #: 820-0690-E

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	41000000			EA	110.000000
	Service From	Service To			

Commodity Line Description: 1000 uL Clear Tips

Extended Description:

1000 uL Clear Tips
Product #: 414141

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	41000000			EA	110.000000
	Service From	Service To			

Commodity Line Description: 1000 uL Wide Bore Clear Tips

Extended Description:

1000 uL Wide Bore Clear Tips
Product #: 416444

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	41000000			EA	50.000000
	Service From	Service To			

Commodity Line Description: Pressure Head Seal Self Adhesive 96 Positions (1/pk)

Extended Description:

Pressure Head Seal Self Adhesive 96 Positions (1/pk)
Product #: 415604SP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	41000000			EA	293.000000
	Service From	Service To			

Commodity Line Description: Solvent Reservoir 25 mL

Extended Description:

Solvent Reservoir 25 mL
Product #: 414045SP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	41000000			EA	270.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 200 2mL ARRAY PLATE

Extended Description:

ISOLUTE SLE+ 200 2mL ARRAY PLATE
Product #: 820-0200-TP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	41000000			EA	270.000000
	Service From	Service To			

Commodity Line Description: ISOLUTE SLE+ 400 ARRAY PLATE

Extended Description:

ISOLUTE SLE+ 400 ARRAY PLATE
Product #: 820-0400-TP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	78121603			EA	15.270000
	Service From	Service To			

Commodity Line Description: Shipping

Extended Description:
Shipping

	Document Phase	Document Description	Page 6
CME2200000001	Draft	Biotage Consumables for Toxicology Department	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on October 8, 2021 and the initial contract term extends until October 7, 2022.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office; the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Biotage LLC

(Company)



Digitally signed by Eberhard Rau
DN: cn=Eberhard Rau, o=Biotage, ou=US
Date: 2021.08.30 20:34:31 -0400

(Authorized Signature) (Representative Name, Title)

Eberhard Rau, CFO

(Printed Name and Title of Authorized Representative)

August 10, 2021

(Date)

603-386-3627

(Phone Number) (Fax Number)

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): Bureau for Public Health Office Chief Medical Examiner

Vendor: Biotage LLC

Contract/Lease Number ("Contract"): Biotage Consumables for Toxicology Dept.

Commodity/Service: CMA CME2200000001

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV

By: Denise Harper

Printed Name: Denise Harper

Title: Procurement Specialist

Date: 8-10-21

Vendor: Biotage LLC

By: Eberhard Rau

Printed Name: Eberhard Rau

Title: CFO

Date: August 10, 2021

Biotage

Customer Information

Account Name Office of the Chief Medical Examiner -
Charleston WV

Account Number 27242

Ship To WV - DHHR - BPH -
Chief Medical Examiner
619 Virginia Street West
Charleston, West Virginia 25302
United States

Quote Information

Quote Name	WV OCME_Fentanyl's-DOA/WB_Mock - 31533	Prepared By	Kelly Biggers
Quote Number	31533	Email	kelly.biggers@biotage.com
Created Date	8/19/2021	Phone	+1 7046544900
Expiration Date	9/18/2021	Payment Terms	Net 30 days
		Shipping	Prepaid & Add
		FOB Terms	Origin

Quote Line Items

Product	Quantity	Product Description	Total Price
820-0200-P01	1.00	ISOLUTE® SLE+ 200 µL Supported Liquid Extraction Plate	USD 201.00
820-0200-T	1.00	ISOLUTE® SLE+ 200 µL Array Wells (2 mL Wells)	USD 227.00
820-0400-P01	1.00	ISOLUTE® SLE+ 400 µL Supported Liquid Extraction Plate	USD 238.00
820-0400-T	1.00	ISOLUTE® SLE+ 400 µL Array Wells (2 mL Wells)	USD 249.00
820-1000-Q01	1.00	ISOLUTE® SLE+ 1 mL Supported Liquid Extraction Plate (48-Well)	USD 123.00
121-5213	1.00	Collection Plate, 2 mL Round	USD 312.00
121-5203	1.00	Collection Plate, 2 mL Square	USD 285.00
121-5210	1.00	Collection Plate, 5 mL, 48-Well	USD 358.00
820-0140-C	1.00	ISOLUTE® SLE+ 1 mL Sample Volume	USD 72.00
820-0140-CG	1.00	ISOLUTE® SLE+ 1 mL Sample Volume (Tabless)	USD 72.00
820-0690-E	1.00	ISOLUTE® SLE+ 5 mL Sample Volume	USD 109.00
414141	1.00	1000 µL Clear Tips	USD 110.00
418444	1.00	1000 µL Wide Bore Clear Tips	USD 110.00
415504SP	1.00	Pressure Head Seal Self Adhesive 96 Positions (1/pk)	USD 50.00
414045SP	1.00	Solvent Reservoir 25 mL	USD 293.00
Total			USD 2,809.00

Biotage
10430 Harris Oaks Blvd., Suite C
Charlotte, NC 28269 USA
Tel: 800-446-4752 Fax: 434-296-8217
Submit Orders To: ordermailbox@biotage.com
Please refer to quotation number on all orders, inquiries and correspondence.

Biotage

Optional Items

Product	Quantity	Product Description	Total Price	Est. Ship A/R
820-0200-TP	1	ISOLUTE SLE+ 200 2ml ARRAY PLATE	USD 270.00	#N/A
820-0400-TP	1	ISOLUTE SLE+ 400 ARRAY PLATE	USD 270.00	#N/A

Additional Notes

Fixed price for the term of the contract

Terms and Conditions

Unless Biotage has entered into a separate written agreement with you for the supply of goods and services, acceptance of this quote implies your acceptance of the Biotage's Terms and Conditions of Sales (see <https://www.biotage.com/legal-terms?n=termsandconditions>).

Ch K. Biggers 08/24/2021
Devin J. Harper

Biotage
10430 Harris Oaks Blvd., Suite C
Charlotte, NC 28269 USA
Tel: 800-446-4752 Fax: 434-296-8217
Submit Orders To: ordermailbox@biotage.com
Please refer to quotation number on all orders, inquiries and correspondence.

Biotage Terms & Conditions of Sale

1. GENERAL

1.1 In these Terms & Conditions: The **Buyer** or **Customer** means the person, firm, company or other organization who or which has ordered Products from the Company; The **Company** means Biotage Sweden AB, a Swedish corporation existing under the laws of Sweden and any Affiliates to the Company; **Affiliates** means any corporation, partnership or other entity that controls, is controlled by, or is under common control with the Company, a corporation or other entity shall be regarded as in control of another corporation or entity if it owns, directly or indirectly, at least fifty percent (50%) of the voting or equity rights of the other corporation or entity authorized to cast votes in any election of directors or, in the case of a non-corporate entity, with the power to direct the management and policies of such non-corporate entity; The **Contract** means any contract for the sale and purchase of Products between the Company and the Buyer being any quotation of the Company which is accepted by the Buyer or any order of the Buyer's which is accepted by the Company whichever first occurs; The **Consumables** means Products used for sample preparation, Cartridges and accessories used for chromatography, vials and accessories used for synthesis; The **System** means instrumentation products; The **Biotage Software** means any software used in Biotage instrumentation and in companion with instrumentation; The **Goods** means all items manufactured or supplied by the Company including the Consumables, the Systems and the Biotage Software; and The **Products** means any Goods agreed to be supplied by the Company.

1.2 These Terms & Conditions shall be incorporated into each Contract and shall govern each Contract. These Terms & Conditions may not be varied or waived except with the express written agreement of the Company. The failure of the Company to enforce its rights under the Contract at any time for any period of time shall not be construed as a waiver of any such rights.

2. PRICES AND QUOTATIONS

2.1 The price of the Products will be the Company's quoted price in the currency pursuant to the local price list, exclusive of any duties, value added or other taxes. All quotations issued by the Company for the supply of Products shall remain open for acceptance for the period stated in the

quotation or, if none is stated, for thirty (30) days. In all other cases, prices payable are those currently in effect. Unless otherwise agreed in writing, extra charges will be made for all

applicable handling, freight, content, packaging, insurance or similar costs and a handling charge may be made for small orders.

2.2 The Company shall not modify prices at any time before delivery to the Buyer unless to reflect any changes to its costs resulting from any alteration in or addition to the Buyer's requirements.

3. PAYMENT

3.1 Unless otherwise agreed in writing, payment in full shall be made to the Company in the currency invoiced no later than thirty (30) days from the date of invoice.

3.2 In addition to the prices invoiced, the Customer shall pay any tax, duty, custom or other fee of any nature imposed upon the transaction by any federal, state or local government authority. In the event the Company is required to prepay any such tax or fee, the Customer shall reimburse the Company.

3.3 In the event of late payment the Company reserves the right:

- (i) to suspend deliveries and/or cancel any of its outstanding obligations; and
- (ii) to charge interest at an annual rate equal to 12 % on all unpaid amounts calculated on a day to day basis until the actual date of payment; and
- (iii) to charge a penalty fee of €40 (or the equivalent in any local currency) as a minimum compensation for recovery costs. Company reserves the right to charge compensation for recovery costs exceeding the penalty fee.

3.4 Customers must themselves pay any bank charges that are incurred in making the payment. Full payment instructions are set out on the invoice.

4. CHANGES AND RETURNS

4.1 The Company reserves the right to make any change on prior notice in the specification of the Products, which does not materially affect the performance or price thereof. The Buyer shall confirm or cancel any order promptly on receipt of such notice. The absence of such Buyer's confirmation or cancellation shall be deemed as acceptance of change of Product specification.

4.2 Returns of any Product must be authorized by the Company in advance. The Company shall be contacted for a return authorization number and shipping instructions. A restocking charge will be applied to shipments returned for exchange or credit.

5. DELIVERY

5.1 The Company will select the method of shipment and the carrier to be used, unless otherwise agreed. Unless otherwise agreed, shipment will be FCA (named place), Incoterms 2010. The Company will not be responsible for any loss or damage to the Products following delivery to the carrier. Damaged items cannot be returned without authorization.

5.2 If the Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from the Company that they are ready for delivery, the Company may dispose of or store the Products at the Buyer's expense.

5.3 The Company will use all reasonable endeavors to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will the Company be liable for any direct, indirect, consequential or economic loss due to delay in delivery.

5.4 The Buyer shall notify the Company within five (5) working days in writing of any short delivery or defects reasonably discoverable on careful examination. The Company's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Products.

5.5 Where delivery of any Product requires an export license or other authorization before shipment, the Company shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

6. RISK AND TITLE

6.1 The Buyer shall bear the risk of loss to the Products after delivery to the carrier. Full legal and equitable title and interest in the Products shall pass to the Buyer on delivery to the carrier.

6.2 To the extent there is any software included with the Products, the software is being licensed to the Buyer, not sold; and all right, title and interest therein shall remain in Company or its licensors. Use of such software shall be in accordance with the software license delivered with the applicable Product.

7. RESTRICTED USE

7.1 With respect to certain Products, use restrictions are a condition to the purchase which Buyer must satisfy by strictly abiding by the restriction as set forth in the Company's catalogue and/or on the Product and accompanying documentation. In no event shall Products stipulated by Company as intended for research and development use be used in a manufacturing process or in manufactured products or in human subjects. The Products shall in no event be used in medical or clinical applications, unless otherwise expressly stated

by the Company, and Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of Products.

7.2 Any warranty granted by Company to the Buyer shall be deemed void if any Products covered by such warranty are used for any purpose not permitted hereunder.

7.3 The Buyer shall indemnify Company and hold Company harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Company suffers or incurs by reason of any such unintended use.

8. WARRANTY

8.1.1 Consumables. The Company warrants that its Consumables meet the Company's specifications at the time of shipment. All warranty claims on Products must be made in writing and delivered to the Company within thirty (30) days of receipt of the Products ("Warranty Period"). The Company's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to replacement or refund at the sole option of the Company.

8.1.2 Systems. The Company warrants for a period of twelve (12) months from the date of installation or thirteen (13) months from date of shipments ("Warranty Period"), whichever is earlier, that its Systems shall be free from defects in material and workmanship under normal use and service and when used in compliance with the applicable operating instructions. The Company's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to replacement, repair or refund at the sole option of the Company. This warranty does not apply to any consumable items included in the System such as, but not limited to, tubing, fittings, o-rings and gaskets, or any other part that comes in contact with the sample path. This warranty does not apply to any computer hardware delivered for use with the System. Such computer hardware will be subject to applicable manufacturer's warranties if any.

8.1.3 Software. The Company warrants for a period of twelve (12) months from the date of shipment ("Warranty Period") that the Biotage Software will, when used in the designated operating environment, perform materially in accordance with the applicable specifications. The Company does not warrant that the operation of the computer programs or software will be uninterrupted or error free. The warranty shall not apply to any Biotage Software that has been improperly installed or modified by Customer or any third party or which has been the subject of neglect, misuse, abuse, misapplication or alteration or has been used in violation of the applicable software license

agreement. This warranty applies only to the most current version of the Biotage Software that was supplied to the Customer by the Company. The Company's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to correction or replacement or refund of the Biotage Software, at the sole option of the Company. This warranty does not apply to any third party operating system software included with the personal computer provided to the Customer by the Company. Such third party computer software will be subject to applicable manufacturer's warranties, if any.

8.1.4 Spare Parts and Repairs. The warranty period concerning repair work carried out and spare parts delivered is ninety (90) days and begins after the latter of the finishing of the repair work or the delivery of the spare parts. A repair or exchange of spare part does not extend the initial Warranty Period

8.1.5 All warranty claims on Biotage must be made in writing and delivered to the Company within the respective Warranty Period and as soon as a warranty claim is discovered by the Buyer. Any warranty claim presented by Customer to the Company hereunder shall reasonably detail the circumstances giving rise to the warranty claim.

8.2 THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED.

9. LIMIT OF LIABILITY

9.1 The Company shall have no liability under the warranties contained in Section 8 in respect of any defect in the Products arising from: specifications or materials supplied by the Buyer; fair wear and tear; willful damage or negligence of the Buyer or its employees or agents; abnormal working conditions at the Buyer's premises; failure to follow the Company's instructions (whether oral or in writing); lack of maintenance; misuse or alteration or repair of the Products without the Company's approval; service or repair of the Products by any other party than the Company or an authorized service partner of the Company; or if the total price for the Products has not been paid; or through any cause beyond the Company's reasonable control.

9.2 THE COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF THE SALE, USE OR INABILITY TO USE ANY PRODUCT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 The exclusion of liability in these Terms & Conditions shall not apply in respect of death or personal injury caused by the Company's negligence.

9.4 The Company shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing, including errors made in catalogues and other promotional materials.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Where the Buyer supplies materials, designs, drawings, and specifications to the Company to enable the Company to manufacture non-standard or custom made Products, the Buyer warrants that such manufacture will not infringe the intellectual property rights of any third party.

10.2 All intellectual property rights in the Products shall at all times remain vested in the Company.

11. HEALTH, SAFETY AND WASTE

The Buyer shall ensure that:

- (i) the specification of the Products is safe for the intended use;
- (ii) the Products are handled in a safe manner; and
- (iii) any waste originating from the Products is disposed of in accordance with any relevant regulations.

12. INDEMNITIES

Except where the claim arises as a result of the negligence of the Company, the Buyer shall indemnify the Company in respect of any claim which may be made against the Company:

- (i) arising in connection with the Buyer's use of the Products;
- (ii) alleging that the use to which the Products are put infringes the intellectual property rights of any third party.

13. INSOLVENCY

In the event that the Buyer becomes bankrupt or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), the Company shall be entitled immediately to terminate the Contract without

notice and without prejudice to any other rights of the Company hereunder.

14. FORCE MAJEURE

14.1 The Company shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labor disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure and inability to obtain equipment.

14.2 If an event of force majeure exceeds thirty (30) days the Company may cancel the Contract without liability.

15. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the substantive laws of Sweden, exclusive of its choice of law provisions, and the parties hereby submit to the exclusive jurisdiction of the courts of Sweden. Either party shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgment or order obtained from a Swedish court.

16. PRODUCT-SPECIFIC TERMS AND CONDITIONS

Additional terms and conditions govern the use of certain Products and are specified in the quotation if the Product is a custom product and in the respective product manuals. Such additional terms and conditions shall take precedent in the event of any inconsistency with these Terms & Conditions.

Client#: 43854

BIOTLLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 2405 Satellite Blvd., Ste. 200 Duluth, GA 30096 770 232-0202		CONTACT NAME: Jackie Duplessy PHONE (A/C, No, Ext): 678 475-3889 E-MAIL ADDRESS: jackie.duplessy@epicbrokers.com FAX (A/C, No):															
INSURED Biotage, LLC 10430 Harris Oaks Blvd Ste C Charlotte, NC 28269		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Commerce & Industry Ins. Co.</td> <td>19410</td> </tr> <tr> <td>INSURER B : The Ins. Co. of State of Pennsylvania</td> <td>19429</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Commerce & Industry Ins. Co.	19410	INSURER B : The Ins. Co. of State of Pennsylvania	19429	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	GL6631734	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$2500D Comp <input checked="" type="checkbox"/> \$2500D Coll <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		CA2820319	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC055816346 WC055816347 (CA WC)	11/01/2020 11/01/2020	11/01/2021 11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as respects General Liability s per written contract or agreement, subject to the policy's terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

WVDHHR
 Bureau of Public Health
 350 Capitol Street
 Charleston, WV 25301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. King Shanks

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