



Cepheid Fax

Attn: Krista Ferrell
Ph: 304-558-2596

Fax: 304-558-3970

Message: Re: RFQ# AGR0807

Per my phone conversation with Krista on 8/27/07, please replace previous bid mailed via Fed Ex on Friday 8/24/07 with this new quote. Please call (408) 400-8266 and contact Mary Ann at Cepheid Sales Support if you have any questions. Thanks.

RECEIVED
2007 AUG 28 A 8:05
PURCHASING DIVISION
STATE OF WV



QUOTATION

Quote Number: Q6881
 Quote Date: 8/24/2007
 Quote Valid to: 10/24/2007
 Payment Terms: Nct30
 FOB Point: Ship Point
 Sales Rep: Karen Braden

From: Cepheid
 904 Caribbean Drive
 Sunnyvale, CA 94089-1302
 Telephone: 888-838-3222
 Fax: 408-734-1346

Quote To: Kriston Strickler
 State of West Virginia
 Department of Agriculture
 Regulatory & Env Affairs 60B Moorefield
 Industrial Pk
 Moorefield, WV, 26836
 304-538-2397
 304-538-7088

Line	Part Number	Description	Quantity	Unit Price	Total	
1	SC2500N1-1	SMARTCYCLER SYSTEM,1 UNIT DTOP LS Processing Block with 16 Independent Reaction Sites, Each with 4-Color Optical Excitation and Detection, Includes: (1) Desktop Computer with Life Science Software and flat panel Monitor, (1) Operator's Manual, (4) Tube Racks, (1) Cooling Block, (1) Mini-Centrifuge, and (100) 25 uL reaction tubes. - -DISCOUNT APPLIED (List Price \$34,399) - DISCOUNTED PRICING IS VALID FOR PURCHASE AT BOTH LOCATIONS IN CHARLESTON, WV AND MOOREFIELD, WV. - REFER TO RFQ# AGR0807	2	EA	30,615.00	\$61,230.00
2		FREIGHT CHARGES Approximate freight charges, if prepaid and added to invoice via FedEx 2-Day from Sunnyvale, CA to Moorefield, WV. You may ship collect by providing us with your preferred courier and account number. *****Approximate freight charges for FedEx 3-Day is \$225.00***** ***** YOUR PURCHASE ORDER MUST REFERENCE QUOTE Q6881 TO RECEIVE ANY ELIGIBLE DISCOUNTS. PRICE ADJUSTMENTS MAY NOT BE APPLICABLE AFTER SHIPMENT. *****	1		275.00	\$275.00
					\$61,505.00	

Line	Part Number	Description	Quantity	Unit Price	Total
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Please fax purchase order to 408-734-1346.
For any questions, please call 888-838-3222.

Approved by:



Roberta Reyes, Manager, Customer Service Department

Date: 8-27-07

SALES AGREEMENT

ACCEPTANCE OF PURCHASE ORDERS: Purchase Orders are binding only upon acceptance by Cepheid. Cepheid may accept or reject Purchase Orders within seven (7) working days of Cepheid's receipt of written Purchase Orders. Cepheid shall accept all Purchase Orders that are issued in conformance with the provisions of this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate). If a Purchaser's Order contains terms inconsistent with the terms and conditions of this Sales Agreement, Cepheid's terms and conditions will prevail, unless Cepheid expressly agrees in writing to a specific provision. Upon acceptance of a Purchase Order, this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate) and such accepted Purchase Order shall constitute a contract between the Purchaser and Cepheid.

PRICE: The sales price(s) for the Products will be the listed or posted price(s) of Cepheid in effect at the time of shipment, or the price stated in a written Quotation provided by Cepheid. Cepheid's quotations are subject to change at any time prior to acceptance of an order and expires sixty (60) days from the date of this Sales Agreement. The reasonable cost of packing, crating, shipping, and insurance are prepaid and will be added to the invoice. Where applicable, the Purchaser will pay directly all import duties. Price(s) do not include state or federal taxes; when applicable, taxes will be added to the invoice, as separate line items.

DELIVERY: Products will be packed in Cepheid's standard shipping packages and shipped by method and carrier to be selected by Cepheid, unless otherwise specified in a written Quotation or Order Confirmation provided by Cepheid. Cepheid will use reasonable effort to effect shipment of the Products on or before quoted shipment dates, however Cepheid shall not be liable for any delay or failure in delivery where such delay or failure results from any cause beyond Cepheid's control, including, but not limited to, strike, boycott, embargo, government regulation, or inability or delay in obtaining materials. Cepheid may make deliveries in installments, and each installment shall be deemed to be a separate sale, for which a separate invoice will be rendered by Cepheid. Cepheid shall also have the right, to the extent necessary in Cepheid's reasonable judgement, to apportion fairly among its various customers in a manner deemed equitable by Cepheid, the Products then available for delivery.

TITLE AND RISK OF LOSS: Title and risk of loss with respect to all Products except software, and risk of loss with respect to software, shall pass from Cepheid to the Purchaser upon delivery. Delivery shall be deemed made upon transfer of possession to a common carrier F.O.B. the shipping point.

DEFERRAL AND CANCELLATION: Prior to the scheduled delivery date specified in the Quotation provided by Cepheid (if attached) or in the accepted Purchase Order, the Purchaser may, by written notice to Cepheid, defer or cancel delivery of Products specified in such Purchase Order one time without charge, subsequent deferrals or cancellations related to that Purchase Order must also be by written notice and may be subject to charges consistent with those charged by Cepheid to its other customers.

ACCEPTANCE OF PRODUCTS: Purchaser shall inspect all Products within 30 days of receipt thereof, and may reject any Product that is defective provided that (i) it is (or has been) a standard product offered by Cepheid, and (ii) it has not been used, abused, or damaged by the Purchaser or Purchaser's agents. Any Product not properly and timely rejected by the Purchaser shall be deemed accepted. To reject a Product, Purchaser must notify Cepheid in writing within 30 days of receipt of the Product and shall promptly return the rejected Product to Cepheid, freight collect. Cepheid shall promptly repair or replace the rejected Product with conforming Product.

PAYMENT TERMS: Payment terms are cash on delivery, except where Purchaser has established and maintained open account credit to Cepheid's satisfaction. Cepheid reserves the right to require alternative payment mechanisms, including without limitation, Sight Draft, Letter of Credit, or Payment in Advance. Payment terms for sales on open account are net thirty (30) days from date of Cepheid's invoice to Purchaser. Purchaser's obligation to pay for Products is not conditioned on Purchaser's inspection of the Products. Any invoiced amount which is not paid when due shall bear a late charge at the rate of one and one-half percent (1-1/2%) per month.

PURCHASER'S FINANCIAL CONDITION: Cepheid's obligations under this Sales Agreement are subject to Cepheid's approval at all times of Purchaser's financial condition. If the financial condition of Purchaser at any time becomes unsatisfactory to Cepheid or if Purchaser fails to make any payment when due, Cepheid may (i) defer or decline to make any shipment of Products to Purchaser, or (ii) revoke any open account credit Purchaser has.

LIMITED WARRANTY: Cepheid warrants that the Products (i) will be free from defects in material and workmanship for a period of one year after shipment, (ii) conform to Cepheid's published specifications for the Products, and (iii) are free of liens and encumbrances when shipped to Purchaser. It is the responsibility of Purchaser to determine and Purchaser assumes the risk for (i) the suitability of the Products for Purchaser's intended use, and (ii) their compliance with applicable laws, regulations, codes and standards. Specific terms of the warranty or warranties for the Products are set forth in Cepheid's current user's manual, catalog, or written guarantee covering such Product. Cepheid does not warrant any defects in any Products caused by (i) improper installation, removal or testing, (ii) Purchaser's failure to provide a suitable operating environment for the Products, (iii) use of the Products for purposes other than that for which they were designed, (iv) unauthorized attachments, (v) unusual physical or electrical stress, (vi) modifications or repairs done by other than Cepheid or a Cepheid authorized service provider, or (vii) any other abuse, misuse, or neglect of the Products. This warranty extends to Purchaser only, and not to Purchaser's customers, except as agreed to in writing by Cepheid. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CEPHEID DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CEPHEID SHALL HAVE NO STRICT LIABILITY, PRODUCT'S LIABILITY OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE.**

LIMITATION OF REMEDIES: Purchaser's exclusive remedy for any defective Product is limited to the repair or replacement of any defective Product. If Cepheid cannot or does not repair or replace a defective product, Cepheid will remove the Product and return the purchase price for the defective Product.

LIMITATION OF LIABILITY: Even if Cepheid cannot or does not repair or replace any defective Product and Purchaser's exclusive remedy falls of its essential purpose, Cepheid's entire liability shall in no event exceed the purchase price for any defective Product, and Cepheid shall have no liability for general, consequential, incidental or special damages arising from a defect in any Product.

EQUAL OPPORTUNITY CONTRACT CLAUSE: Cepheid is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (60-1.4), section 503 of the Rehabilitation Act of 1973, (60-741.5), and section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (60-250.5), as well as any other regulations pertaining to these orders.

PATENTS: Cepheid will settle or defend any suit or proceeding brought against Purchaser if and to the extent the suit or proceeding is based on a claim that any Products do not directly infringe any issued United States patent. Cepheid shall pay all damages and costs finally awarded against Purchaser on account of any actual infringement. Purchaser will: (i) within ten days after receipt by Purchaser of a communication, notice or other action relating to an alleged infringement, inform Cepheid in writing of the event and furnished to Cepheid a copy of any communication, and (ii) give Cepheid all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend the suit or proceeding. Cepheid shall not be bound in any manner by any settlement made without its prior expressed written consent. In the event Products are held to constitute infringement and their use is enjoined, Cepheid may, at its option, (i) obtain for Purchaser the right to continue using the Products, (ii) modify the Products so that they become non-infringing, or (iii) remove the Products, grant Purchaser a credit and accept their return. Cepheid has no obligations under this section if the alleged infringement arises out of: (i) Cepheid's compliance with Purchaser's specifications, (ii) Purchaser's addition to or modification of a Product, or (iii) Purchaser's use of a Product with products provided by parties other than Cepheid. Cepheid's obligations under this section do not apply to any alleged infringement occurring after Purchaser has received notice of the alleged infringement unless Cepheid subsequently gives Purchaser express written consent for the continuing alleged infringement. Cepheid shall not be liable for any incidental or consequential damages arising out of a patent infringement. Cepheid's liability hereunder shall not exceed the purchase price paid by Purchaser for the allegedly infringing Products. The foregoing states the sole and exclusive liability of Cepheid with respect to patent infringement and is in lieu of any and all other warranties, expressed or implied, in regard thereto.

APPLICABLE LAW: This Sales Agreement shall be governed by and construed in accordance with the internal laws of the State of California, U.S.A.

ENTIRE AGREEMENT; MODIFICATION: This Sales Agreement and any documents referred to in this Sales Agreement (i) are the final, complete, and exclusive statement of the terms of the agreement of the parties concerning the subject matter of those documents; (ii) supersede all prior written and oral agreements and understandings between Cepheid and Purchaser with respect to the Products, and (iii) may be modified only by a signed writing.



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

Request for Quotation

RFQ NUMBER
AGR0807

PAGE
1

ADDRESS FOR CORRESPONDENCE TO RETURN FROM
**KRISTA FERRELL
 304-558-2596**

RFQ

Cepheid
 904 East Caribbean Drive
 Sunnyvale, CA 94089-1189

SHIP TO

DEPARTMENT OF AGRICULTURE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE AWARDED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/13/2007		FedEx 2-day	Origin	Prepay & Add
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		490-90 SC2500N1-1	\$30,615.00	\$61,230.00
				SMARTCYCLER II POLYMERASE CHAIN REACTION SYSTEM		
0002	1	EA		Freight Charges	\$275.00	275.00
<p>REQUEST FOR QUOTATION * See attached Quote Q6876 for details.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (2) TWO SMARTCYCLER II (OR EQUAL) POLYMERASE CHAIN REACTION (PCR) SYSTEM AND NECESSARY HARDWARE AND SOFTWARE.</p> <p>THIS SYSTEM WILL BE USED BY VARIOUS DIVISIONS WITHIN THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE (WVDA) TO PERFORM TESTING PROCEDURES USING PROTOCOLS CERTIFIED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) INCLUDING TESTING FOR AVIAN INFLUENZA. IN ORDER FOR WVDA LABORATORY TESTS TO BE ACCEPTED AND RECOGNIZED BY FEDERAL AGENCIES FOR PURPOSES OF INTERSTATE AND INTERNATIONAL TRADE, USDA APPROVED PROTOCOLS MUST BE FOLLOWED.</p> <p>VENDORS BIDDING ALTERNATE SYSTEMS MUST FOLLOW USDA PROTOCOL STANDARD OPERATING PROCEDURE (SOP) AVPRO1510 WHICH DICTATES HOW AVIAN INFLUENZA MUST BE PERFORMED IN ORDER TO SATISFY USDA REQUIREMENTS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS REQUEST FOR QUOTATION (RFQ), VIA FAX AT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 888-833-3222 Option 2 DATE: 8.24.07

TITLE: Manager, Customer Service FEIN: 77-0441625 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2010 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
AGR0807

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ADDRESS TECHNICAL ASSISTANCE FOR ATTENTION OF
KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Cepheid
904 East Caribbean Drive
Sunnyvale, CA 94089-1189

RFQ COPY

DEPARTMENT OF AGRICULTURE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 08/13/2007	TERMS OF SALE	SHIP VIA Fed Ex 2-Day	FOB Origin	FREIGHT TERMS Properly & Add
BID OPENING DATE: 09/06/2007	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, SOFTWARE/HARDWARE REQUIREMENTS, TESTING, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS 08/29/2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS FOR SUBMITTING A BID TO THE STATE OF WEST VIRGINIA MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, HOW/WHERE/WHEN TO SUBMIT A BID, NUMBER OF ADDENDUMS ISSUED, FORMS, ETC.</p> <p>SHIP TO:</p> <p>QUANTITY 1: WEST VIRGINIA DEPT. OF AGRICULTURE ANIMAL HEALTH DIVISION 4720 BRENDA LANE BUILDING 12 CHARLESTON, WV 25312</p> <p>QUANTITY 1: WEST VIRGINIA DEPT. OF AGRICULTURE MOOREFIELD OFFICE 60B MOOREFIELD INDUSTRIAL PARK RD. MOOREFIELD, WV 26836</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NAME: *[Signature]* TELEPHONE: **858-838-3222** OR FAX: **1** DATE: **8.24.07**
 MANAGER, CUSTOMER SERVICE: **77-0441625** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2018 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
AGR0807

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Cepheid
904 Caribbean Drive
Sunnyvale, CA 94089-1189*

DEPARTMENT OF AGRICULTURE
VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/13/2007		Fed Ex 2-Day	Origin	prepay & add
D OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 888-838-3222 Office DATE 8/24/07

Manager Customer Service FEN 77-0441625 ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
 Department of Administration
 Purchasing Division
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Cepheid
 904 East Caribbean Drive
 Sunnyvale, CA 94089-1189

DEPARTMENT OF AGRICULTURE
 VARIOUS LOCALS AS INDICATED
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DATE PRINTED 08/13/2007	TERMS OF SALE	SHIP VIA FedEx 2-Day	FOB Origin	FREIGHT TERMS Prepay & Add
BID OPENING DATE: 09/06/2007	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **888-838-3222** oftran 1 DATE: **8.24.07**

FILE: *Manager, Customer Service* FEIN: **77-0441625** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
AGR0807

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
304-558-2596**

RFQ COPY
TYPE NAME/ADDRESS HERE

*Cepheid
904 Caribbean Drive
Sunnyvale, CA 94089-1189*

DEPARTMENT OF AGRICULTURE
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	COB	FREIGHT TERMS
08/13/2007		Fed Ex 2 day	Origin	prepay & add
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						
BIDDER:				<i>[Signature]</i>		
DATE:				8/24/07		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 888-838-3222	DATE 8/24/07
TITLE Manager, Customer Service	FEIN 77-0441625	ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFQ NUMBER
AGR0807

PAGE
6

ADDRESS/CONSIDERATION/ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Cepheid
 904 Caribbean Drive
 Sunnyvale, CA 94089-1189*

DEPARTMENT OF AGRICULTURE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/13/2007		Fed Ex 2-Day	Origin	Prepay & Add
BID OPENING DATE:	09/06/2007	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>Manager, Customer Service</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: AGR0807</p> <p>BID OPENING DATE: 09/06/2007</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 888-838-3222 OFFICE DATE: _____

TITLE: *Manager, Customer Service* FAX: 77-0441625 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ No. AGR0807

STATE OF WEST VIRGINIA
Purchasing Division

008

PURCHASING AFFIDAVIT

Ref Quote Q10881.

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Cepheid - Rhonda Reyes

Authorized Signature: [Signature] Date: 8-24-07

Purchasing Affidavit (Revised 04/15/07) Manager, Customer Service

THE GREATEST STOCK INVESTMENT OF 2007!!

ConnectAjet.com

STOCK SYMBOL:
CAJT.PK

ConnectAjet Is The Worlds FIRST Real-Time Booking System For Private Jet Charter! (Expedia.com for Private Jets)

REASONS TO BUY THIS STOCK NOW:

**CAJT has only been trading for 1 week! Early investors could make a FORTUNE!*

**Could CAJT be the next EXPEDIA.COM or NET JETS?*

**Could CAJT be bought out like Expedia? Expedia bought for \$1.2 BILLION!*

**CAJT is the world's first real-time booking system for private jet charter. CAJT could change the entire industry.*

After only 3 trading days the stock has jumped 150%.

CAJT COULD BE THE NEXT BIG WINNER IN YOUR PORTFOLIO!!

ConnectAjet.com, an online innovator of private jet travel and charter, has created an online platform that will allow the public to access private jet charter from every charter carrier in the world under one online booking system.

CAJT will also coordinate all ground transportation, in-flight catering, and will provide real-time flight tracking 24 hours for passengers convenience.



"The Expedia.com of the private jet world!"

Connect-A-Jet.com (CAJT) was designed to eliminate the world of private jet charter brokers, and, for the first time in history, allow customers to directly access aircraft operators through one online portal. CAJT intends to single-handedly revolutionize the way the entire world travels by private aircraft.



For the first time in aviation history, CAJT will unite all existing worldwide charter operators in the United States to operate under one efficient, real-time, online booking system. Customers across the globe will be able to book charter on every private aircraft in flight which meets their particular travel criteria.

THE REAL TIME SYSTEM WILL BE IMPLEMENTED WITHIN 60 DAYS. BUY NOW BEFORE THE REST OF THE WORLD DOES!



DON'T MISS OUT! ACT NOW!

GROWTH FORECAST: 575% - 750% (30 Days)

ONE OF A KIND RESERVATION TOOL!! GET IN NOW BEFORE EVERYONE ELSE!

INFUSE A GROWING STOCK INTO YOUR PORTFOLIO TODAY!

Growth Potential:

2 Weeks: 575-600%
1 Month: 600-750%
3 Months: 750-975%

• DON'T MISS THIS OPPORTUNITY TO HIT A HOME RUN AS AN EARLY INVESTOR IN ONE OF AMERICA'S MOST SECRETLY KEPT INVESTMENT OPPORTUNITIES!!

• CALL YOUR BROKER NOW!!

We apologize if this fax was received in error. To be removed from our list call 1-800-573-6030. This news release is not a research report, does not purport to provide an analysis of any company's financial position, and is not in any way to be construed as an offer or solicitation to buy or sell any security. ConnectAjet.com, Inc. (hereinafter "CAJT") is the featured company. DMI Communications managed the publishing and distribution of this publication. The information contained herein is being republished in reliance on statements made by CAJT management, and publicly disseminated information issued by third parties regarding CAJT, and well-known research organizations, which are presumed to be reliable, but neither DMI Communications nor its editors, employees, or agents accept any responsibility for the accuracy of such statements or information, or the contents herein which are derived there from. Readers should independently verify all statements made in this publication. This publication may contain links to third party links, websites, and commentary. We assume no responsibility for the content of such third party links, websites, and commentary. DMI Communications has received compensation for the production and distribution of this newsletter. The compensation received is in the amount of one hundred thousand dollars and was received for this and subsequent news publishing and distribution efforts. Because DMI Communications received compensation for its services, there is an inherent conflict of interest in any statements and opinions contained in this newsletter and such statements and opinions cannot be considered independent. Newly public companies are almost always very high risk investments, and investors should be aware that they could potentially lose any investment made in such companies in its entirety. We strongly encourage readers to undertake their own due diligence to decide the best course of action in connection with any investment decision that they might make. Any investment should be made only after consulting with a qualified investment advisor.



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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

PROPERTY

Cepheid
904 East Carribbean Drive
Sunnyvale, CA 94089-1189

SHIP TO

DEPARTMENT OF AGRICULTURE
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		490-90 SC2500N1-1	\$30,615.00	\$61,230.00
				SMARTCYCLER II POLYMERASE CHAIN REACTION SYSTEM		
0002	1	EA		Freight Charges	\$275.00	275.00
				REQUEST FOR QUOTATION	* See attached Quote Q6876 for details.	
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (2) TWO SMARTCYCLER II (OR EQUAL) POLYMERASE CHAIN REACTION (PCR) SYSTEM AND NECESSARY HARDWARE AND SOFTWARE.</p> <p>THIS SYSTEM WILL BE USED BY VARIOUS DIVISIONS WITHIN THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE (WVDA) TO PERFORM TESTING PROCEDURES USING PROTOCOLS CERTIFIED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) INCLUDING TESTING FOR AVIAN INFLUENZA. IN ORDER FOR WVDA LABORATORY TESTS TO BE ACCEPTED AND RECOGNIZED BY FEDERAL AGENCIES FOR PURPOSES OF INTERSTATE AND INTERNATIONAL TRADE, USDA APPROVED PROTOCOLS MUST BE FOLLOWED.</p> <p>VENDORS BIDDING ALTERNATE SYSTEMS MUST FOLLOW USDA PROTOCOL STANDARD OPERATING PROCEDURE (SOP) AVPRO1510 WHICH DICTATES HOW AVIAN INFLUENZA MUST BE PERFORMED IN ORDER TO SATISFY USDA REQUIREMENTS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS REQUEST FOR QUOTATION (RFQ), VIA FAX AT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>* [Signature]</i>	TELEPHONE 888-838-3222 Option 1	DATE 8.24.07
TITLE Manager, Customer Service	FEIN 77-0441625	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

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AGR0807

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Cepheid
 904 East Caribbean Drive
 Sunnyvale, CA 94089-1189*

DEPARTMENT OF AGRICULTURE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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08/13/2007		Fed Ex 2-Day	Origin	Prepay & Add
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, SOFTWARE/HARDWARE REQUIREMENTS, TESTING, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS 08/29/2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS FOR SUBMITTING A BID TO THE STATE OF WEST VIRGINIA MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, HOW/WHERE/WHEN TO SUBMIT A BID, NUMBER OF ADDENDUMS ISSUED, FORMS, ETC.</p> <p>SHIP TO:</p> <p>QUANTITY 1: WEST VIRGINIA DEPT. OF AGRICULTURE ANIMAL HEALTH DIVISION 4720 BRENDA LANE BUILDING 12 CHARLESTON, WV 25312</p> <p>QUANTITY 1: WEST VIRGINIA DEPT. OF AGRICULTURE MOOREFIELD OFFICE 60B MOOREFIELD INDUSTRIAL PARK RD. MOOREFIELD, WV 26836</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 858-838-3222 Option 1 DATE: 8.24.07

TITLE: *Manager Customer Service* FERN: 77-0441625 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
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Cepheid
 904 Caribbean Drive
 Sunnyvale, CA 94089-1189

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<p>ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	888-838-3222 Option 1	8/24/07	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Manager, Customer Service	77-0441625		

WHICH RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

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TYPE NAME/ADDRESS HERE

Cepheid
904 East Caribbean Drive
Sunnyvale, CA 94089-1189

DEPARTMENT OF AGRICULTURE
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<p>PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **888-838-3222** *option 1* DATE **8.24.07**

TITLE *Manager, Customer Service* FEIN **77-0441625** ADDRESS CHANGES TO BE NOTED ABOVE

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*Cepheid
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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>[Signature]</i></p> <p>DATE: <i>8/24/07</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 888-838-3222 *Option 1* DATE: 8/24/07

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* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:		KRISTA FERRELL-FILE 21				
RFQ. NO.:		AGR0807				
BID OPENING DATE:		09/06/2007				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 888-838-3222 *origin* DATE: _____
 TITLE: *Manager, Customer Service* FEIN: 77-0441625 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
Purchasing Division

008

PURCHASING AFFIDAVIT *Ref Quote Q6881.*

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Cepheid. Fabotta Reyes

Authorized Signature:  Date: 8.24.07

Manager, Customer Service
Purchasing Affidavit (Revised 04/15/07)



QUOTATION

Quote Number: Q6881
 Quote Date: 8/24/2007
 Quote Valid to: 10/24/2007
 Payment Terms: Net30
 FOB Point: Ship Point
 Sales Rep: Karen Braden

From: Cepheid
 904 Caribbean Drive
 Sunnyvale, CA 94089-1302
 Telephone: 888-838-3222
 Fax: 408-734-1346

Quote To: Kriston Strickler
 State of West Virginia
 Department of Agriculture
 Regulatory & Env Affairs 60B Moorefield
 Industrial Pk
 Moorefield, WV, 26836
 304-538-2397
 304-538-7088

Line	Part Number	Description	Quantity	Unit Price	Total
1	SC2500N1-1	SMARTCYCLER SYSTEM,1 UNIT DTOP LS Processing Block with 16 Independent Reaction Sites, Each with 4-Color Optical Excitation and Detection, Includes: (1) Desktop Computer with Life Science Software and flat panel Monitor, (1) Operator's Manual, (4) Tube Racks, (1) Cooling Block, (1) Mini-Centrifuge, and (100) 25 uL reaction tubes. - -DISCOUNT APPLIED (List Price \$34,399) - DISCOUNTED PRICING IS VALID FOR PURCHASE AT BOTH LOCATIONS IN CHARLESTON, WV AND MOOREFIELD, WV. - REFER TO RFQ# AGR0807	2 EA	30,615.00	\$61,230.00
2		FREIGHT CHARGES Approximate freight charges, if prepaid and added to invoice via FedEx 2-Day from Sunnyvale, CA to New Orleans, LA. You may ship collect by providing us with your preferred courier and account number. - *****Approximate freight charges for FedEx 3-Day is \$225.00***** - ***** YOUR PURCHASE ORDER MUST REFERENCE QUOTE Q6881 TO RECEIVE ANY ELIGIBLE DISCOUNTS. PRICE ADJUSTMENTS MAY NOT BE APPLICABLE AFTER SHIPMENT. *****	1	275.00	\$275.00
					\$61,505.00

Please fax purchase order to 408-734-1346.
 For any questions, please call 888-838-3222.

Approved by:

Robertta Reyes, Manager, Customer Service Department

Date: 8.24.07

SALES AGREEMENT

ACCEPTANCE OF PURCHASE ORDERS: Purchase Orders are binding only upon acceptance by Cepheid. Cepheid may accept or reject Purchase Orders within seven (7) working days of Cepheid's receipt of written Purchase Orders. Cepheid shall accept all Purchase Orders that are issued in conformance with the provisions of this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate). If a Purchaser's Order contains terms inconsistent with the terms and conditions of this Sales Agreement, Cepheid's terms and conditions will prevail, unless Cepheid expressly agrees in writing to a specific provision. Upon acceptance of a Purchase Order, this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate) and such accepted Purchase Order shall constitute a contract between the Purchaser and Cepheid.

PRICE: The sales price(s) for the Products will be the listed or posted price(s) of Cepheid in effect at the time of shipment, or the price stated in a written Quotation provided by Cepheid. Cepheid's quotations are subject to change at any time prior to acceptance of an order and expire sixty (60) days from the date of this Sales Agreement. The reasonable cost of packing, crating, shipping, and insurance are prepaid and will be added to the invoice. Where applicable, the Purchaser will pay directly all import duties. Price(s) do not include state or federal taxes; when applicable, taxes will be added to the invoice, as separate line items.

DELIVERY: Products will be packed in Cepheid's standard shipping packages and shipped by method and carrier to be selected by Cepheid, unless otherwise specified in a written Quotation or Order Confirmation provided by Cepheid. Cepheid will use reasonable effort to effect shipment of the Products on or before quoted shipment dates; however Cepheid shall not be liable for any delay or failure in delivery where such delay or failure results from any cause beyond Cepheid's control, including, but not limited to, strike, boycott, embargo, government regulation, or inability or delay in obtaining materials. Cepheid may make deliveries in installments, and each installment shall be deemed to be a separate sale, for which a separate invoice will be rendered by Cepheid. Cepheid shall also have the right, to the extent necessary in Cepheid's reasonable judgement, to apportion fairly among its various customers in a manner deemed equitable by Cepheid, the Products then available for delivery.

TITLE AND RISK OF LOSS: Title and risk of loss with respect to all Products except software, and risk of loss with respect to software, shall pass from Cepheid to the Purchaser upon delivery. Delivery shall be deemed made upon transfer of possession to a common carrier F.O.B. the shipping point.

DEFERRAL AND CANCELLATION: Prior to the scheduled delivery date specified in the Quotation provided by Cepheid (if attached) or in the accepted Purchase Order, the Purchaser may, by written notice to Cepheid, defer or cancel delivery of Products specified in such Purchase Order one time without charge; subsequent deferrals or cancellations related to that Purchase Order must also be by written notice and may be subject to charges consistent with those charged by Cepheid to its other customers.

ACCEPTANCE OF PRODUCTS: Purchaser shall inspect all Products within 30 days of receipt thereof, and may reject any Product that is defective provided that (i) it is (or has been) a standard product offered by Cepheid, and (ii) it has not been used, abused, or damaged by the Purchaser or Purchaser's agents. Any Product not properly and timely rejected by the Purchaser shall be deemed accepted. To reject a Product, Purchaser must notify Cepheid in writing within 30 days of receipt of the Product and shall promptly return the rejected Product to Cepheid, freight collect. Cepheid shall promptly repair or replace the rejected Product with conforming Product.

PAYMENT TERMS: Payment terms are cash on delivery, except where Purchaser has established and maintained open account credit to Cepheid's satisfaction. Cepheid reserves the right to require alternative payment mechanisms, including without limitation, Sight Draft, Letter of Credit, or Payment in Advance. Payment terms for sales on open account are net thirty (30) days from date of Cepheid's invoice to Purchaser. Purchaser's obligation to pay for Products is not conditioned on Purchaser's inspection of the Products. Any invoiced amount which is not paid when due shall bear a late charge at the rate of one and one-half percent (1-1/2%) per month.

PURCHASER'S FINANCIAL CONDITION: Cepheid's obligations under this Sales Agreement are subject to Cepheid's approval at all times of Purchaser's financial condition. If the financial condition of Purchaser at any time becomes unsatisfactory to Cepheid or if Purchaser fails to make any payment when due, Cepheid may (i) defer or decline to make any shipment of Products to Purchaser, or (ii) revoke any open account credit Purchaser has.

LIMITED WARRANTY: Cepheid warrants that the Products (i) will be free from defects in material and workmanship for a period of one year after shipment, (ii) conform to Cepheid's published specifications for the Products, and (iii) are free of liens and encumbrances when shipped to Purchaser. It is the responsibility of Purchaser to determine and Purchaser assumes the risk for (i) the suitability of the Products for Purchaser's intended use, and (ii) their compliance with applicable laws, regulations, codes and standards. Specific terms of the warranty or warranties for the Products are set forth in Cepheid's current user's manual, catalog, or written guarantee covering such Product. Cepheid does not warrant any defects in any Products caused by (i) improper installation, removal or testing, (ii) Purchaser's failure to provide a suitable operating environment for the Products, (iii) use of the Products for purposes other than that for which they were designed, (iv) unauthorized attachments, (v) unusual physical or electrical stress, (vi) modifications or repairs done by other than Cepheid or a Cepheid authorized service provider, or (vii) any other abuse, misuse, or neglect of the Products. This warranty extends to Purchaser only, and not to Purchaser's customers, except as agreed to in writing by Cepheid. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CEPHEID DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CEPHEID SHALL HAVE NO STRICT LIABILITY, PRODUCTS LIABILITY OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE.**

LIMITATION OF REMEDIES: Purchaser's exclusive remedy for any defective Product is limited to the repair or replacement of any defective Product. If Cepheid cannot or does not repair or replace a defective product, Cepheid will remove the Product and return the purchase price for the defective Product.

LIMITATION OF LIABILITY: Even if Cepheid cannot or does not repair or replace any defective Product and Purchaser's exclusive remedy fails of its essential purpose, Cepheid's entire liability shall in no event exceed the purchase price for any defective Product, and Cepheid shall have no liability for general, consequential, incidental or special damages arising from a defect in any Product.

EQUAL OPPORTUNITY CONTRACT CLAUSE: Cepheid is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (60-1.4), section 503 of the Rehabilitation Act of 1973, (60-741.5), and section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (60-250.5), as well as any other regulations pertaining to these orders.

PATENTS: Cepheid will settle or defend any suit or proceeding brought against Purchaser if and to the extent the suit or proceeding is based on a claim that any Products as sold directly infringe any issued United States patent. Cepheid shall pay all damages and costs finally awarded against Purchaser on account of any actual infringement. Purchaser will: (i) within ten days after receipt by Purchaser of a communication, notice or other action relating to an alleged infringement, inform Cepheid in writing of the event and furnished to Cepheid a copy of any communication, and (ii) give Cepheid all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend the suit or proceeding. Cepheid shall not be bound in any manner by any settlement made without its prior expressed written consent. In the event Products are held to constitute infringement and their use is enjoined, Cepheid may, at its option, (i) obtain for Purchaser the right to continue using the Products, (ii) modify the Products so that they become non-infringing, or (iii) remove the Products, grant Purchaser a credit and accept their return. Cepheid has no obligations under this section if the alleged infringement arises out of: (i) Cepheid's compliance with Purchaser's specifications, (ii) Purchaser's addition to or modification of a Product, or (iii) Purchaser's use of a Product with products provided by parties other than Cepheid. Cepheid's obligations under this section do not apply to any alleged infringement occurring after Purchaser has received notice of the alleged infringement unless Cepheid subsequently gives Purchaser express written consent for the continuing alleged infringement. Cepheid shall not be liable for any incidental or consequential damages arising out of a patent infringement. Cepheid's liability hereunder shall not exceed the purchase price paid by Purchaser for the allegedly infringing Products. The foregoing states the sole and exclusive liability of Cepheid with respect to patent infringement and is in lieu of any and all other warranties, expressed or implied, in regard thereto.

APPLICABLE LAW: This Sales Agreement shall be governed by and construed in accordance with the internal laws of the State of California, U.S.A.

ENTIRE AGREEMENT; MODIFICATION: This Sales Agreement and any documents referred to in this Sales Agreement: (i) are the final, complete, and exclusive statement of the terms of the agreement of the parties concerning the subject matter of those documents; (ii) supersede all prior written and oral agreements and understandings between Cepheid and Purchaser with respect to the Products, and (iii) may be modified only by a signed writing.