



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

- General Information
- Contact
- Default Values
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- Document Information
- Clarification Request

Procurement Folder: 972446

Procurement Type: Central Purchase Order

Vendor ID: 000000231388 

Legal Name: BIO RAD LABORATORIES INC

Alias/DBA:

Total Bid: \$46,200.00

Response Date: 12/17/2021 

Response Time: 16:06

Responded By User ID: Bio-Rad 

First Name: Erica

Last Name: Johnson

Email: government_contracts@bio-

Phone: 425-881-8300

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2200000015

Published Date: 11/30/21

Close Date: 1/6/22

Close Time: 13:30

Status: Closed

Solicitation Description: REAL-TIME PCR SYSTEM

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 972446
Solicitation Description: REAL-TIME PCR SYSTEM
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-01-06 13:30	SR 1400 ESR12172100000003745	1

VENDOR
 000000231388
 BIO RAD LABORATORIES INC

Solicitation Number: CRFQ 1400 AGR2200000015
Total Bid: 46200
Response Date: 2021-12-17
Response Time: 16:06:03
Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Real-Time PCR System with Notebook Computer including	2.00000	EA	23000.000000	46000.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments: Qty 2 - \$46,000

Extended Description:

Real-Time PCR System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Fast 96 Well Rnase P Verification Plate	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments:

Extended Description:

Fast 96 Well Rnase P Verification Plate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Optical Adhesive Covers	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments:

Extended Description:

Optical Adhesive Covers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	FAST 96 WELL Hardshell Plate	2.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
41000000			

Commodity Line Comments:

Extended Description:

FAST 96 WELL Hardshell Plate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Shipping & Handling	1.00000	EA	200.000000	200.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments:

Extended Description:

Shipping & Handling

Pricing Page

CRFQ AGR2200000015					
Item No.	Description	Model #/Brand Name	Quantity	Unit Price	Extended Amount
1	Real-Time PCR System w/ Notebook Computer including Software	12011319/CFX Opus, 1707399/Computer, 12013758/Software, 12013346/WIFI Adapter	2	\$23,000	\$46,000
2	FAST 96 Well RNASE P Verification Plate	11000931/CFX Qualification Plate	2	\$0.00	\$0.00
3	Optical Adhesive Covers	MSB1001/Optical Adhesive Seals	2	\$0.00	\$0.00
4	FAST 96 WELL Hardshell Plate	HSP9601/Hardshell 96 Well plates	2	\$0.00	\$0.00
5	Shipping and Handling		1	\$200	\$200
Failure to use this form may result in disqualification				GRAND TOTAL	\$46,200

Bidder / Vendor Information		
Name:	Bio-Rad Laboratories, Inc	
Address:	1000 Alfred Nobel Drive	
	Hercules, CA 90084	
Phone:	1-800-424-6723 (1-800-4-BIORAD)	
Email Address:	orders@bio-rad.com	
Authorized Signature:		



Bio-Rad 2000 Alfred Nobel Drive, Hercules, CA 94547
 Phone Number: 1-800-224-6723 (1-800-2BIORAD)
 FAX #: 1-800-883-1887 or 1-510-741-6373
 Email Address for Order Placement: usorders@bio-rad.com
 Email Address for Order Inquiry: ask_customer_care@bio-rad.com

Quotation Number :

QQ181053-CPQ21

Date: 12/10/2021

Crystal Hustead

West Virginia Department of Agriculture

ROUTE 220 Building: HC Room: 885
 Moorefield WV 26836
 US

Phone: (304) 558-2402

Fax: (304) 538-7088

Email: crystal.g.hustead@wv.gov

Quote Expiration Date: 12/31/2021

Payment Terms: Net 30 Days

Sales Rep: Cathie Valley
cathie_valley@bio-rad.com
 (724) 234-8519

Part Number	Qty	Description	List Price	Unit Discount	Extended Discount	Extended Price	
1	12011319	2	CFX Opus 96 Real-Time PCR Instrument 96-well, 5-color plus FRET, network-connected real-time PCR detection system, includes CFX Opus 96 base unit, cables	\$42,775.00	\$19,775.00	\$39,550.00	\$46,000.00
2	12013758	2	CFX Maestro Software 2.2 for Windows PC 1 license, CFX Maestro 2.2, software for real-time PCR plate setup, data collection, statistics, and graphing of results; for Windows PCs	\$1,170.00	\$1,170.00	\$2,340.00	\$0.00
3	12013346	2	CFX Opus Wi-Fi Adapter, North America & Others Wi-Fi antenna enables Wi-Fi connection for CFX Opus in North America and other specific countries.	\$124.00	\$124.00	\$248.00	\$0.00
4	1707399	2	COMPUTER, LAPTOP, PC HP ProBook 450 G6 Windows 10 Pro	\$2,439.00	\$2,439.00	\$4,878.00	\$0.00
5	HSP9601	2	Hard-Shell® 96-Well PCR Plates, low profile, thin wall, skirted, white/clear Pkg of 50, white shell/clear well PCR plate, rigid 2-component design	\$276.00	\$276.00	\$552.00	\$0.00
6	MSB1001	2	Microseal 'B' PCR Plate Sealing Film, adhesive, optical Pkg of 100, optically clear seal for PCR plates	\$191.00	\$191.00	\$382.00	\$0.00



7	1845098	2	CFX Qualification Plate Predispensed 96-well plate for performance validation of CFX96™, CFX96 Touch™, CFX96 Touch™ Deep Well, or CFX Connect™ Real-Time PCR Detection System, includes template DNA, primers, supermix, water	\$692.00	\$692.00	\$1,384.00	\$0.00
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Sub Total:	\$46,000.00
Estimated Packaging:	\$0.00
Estimated Freight:	\$200.00
Estimated Total:	\$46,200.00

Optional Items

Part Number	Qty	Description	List Price	Unit Discount	Extended Price	
1	11000931	1	ENP CFX OPUS PCR OS	\$6,308.00	\$0.00	\$6,308.00

Notes

Computer and Software offered no charge with package
 Consumables offered no charge with purchase
 Includes 1 year Warranty; Optional Service Contract
 Training no charge

Please mention the quotation number QQ181053-CPQ21 when placing an order.

BIO-RAD LABORATORIES, INC.

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale set forth the terms and conditions that apply to all sales of goods and services by means of a purchase order or other written order ("PO") received by Bio-Rad Laboratories, Inc. or an affiliate in its global group of companies ("Bio-Rad") to the entity identified in the PO as the buyer ("Buyer"). The terms and conditions included with Bio-Rad's written quotation (if any) ("Quotation") and acknowledgement of the PO or invoice with shipment ("Invoice") are incorporated herein by reference, and such terms and conditions together with these Standard Terms and Conditions of Sale and including any written contract between the parties are referred to herein as the "Agreement." Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with the terms of the Quotation, PO, Invoice or these Standard Terms and Conditions of Sale. The Agreement is formed between the Bio-Rad entity listed on the Quotation or Invoice and Buyer when the Buyer receives confirmation that Bio-Rad has accepted the PO.

1. Agreement. Bio-Rad or its affiliate shall provide the products ("**Goods**" or "**Products**") and perform the services ("**Services**") described in a Quotation in accordance with the terms and conditions of this Agreement. By submitting a PO, accepting shipment of Goods or the commencement of the performance of Services, Buyer shall be bound by the provisions of this Agreement, whether Buyer acknowledges or otherwise signs this Agreement or the Invoice, unless Buyer expressly objects to such terms in writing prior to accepting the Goods or commencing the performance of Services. This Agreement may not be added to, modified, superseded, or otherwise altered, except in writing signed by an authorized Bio-Rad representative. Bio-Rad shall not be bound by any different or additional terms or conditions (a) contained in any POs, pre-printed forms, online agreements, or in any other documents or communications issued by Buyer, or (b) arising from prior courses of dealing, usages of trade, or verbal agreements not reduced to writing and signed by Bio-Rad. Any such different or additional terms or conditions are hereby rejected, and shall be deemed null and void, without the need for Bio-Rad to expressly reject such terms. To the extent that an Invoice might be treated as an acceptance of Buyer's PO, such acceptance is expressly made on condition of assent by Buyer to the terms and conditions of this Agreement, and Buyer's acceptance of the shipment of the Goods or commencement of the performance of Services shall constitute such assent. Any supplemental terms, such as label licenses or field restrictions included with the sale of goods or services hereunder, shall be in addition to, and if in conflict, shall take precedence over the conflicting terms of this Agreement.

2. Changes. Bio-Rad may at any time make changes in the specifications, designs, drawings, samples, qualities, prices, terms, conditions, requirements or descriptions to which the Goods or Services are to conform. Bio-Rad shall not be bound by the descriptions or specifications of the Goods or Services, or any other information contained in, any advertisement, publication, booklets or pamphlets of Bio-Rad. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under the Agreement, then Bio-Rad and Buyer shall discuss in good faith whether a written modification should be made to the Agreement to adjust the price or delivery schedule, or both. Any claim by Buyer for such an adjustment must be made in writing within thirty (30) days of the receipt of any such notice provided by Bio-Rad. Nothing in this clause shall excuse Buyer from proceeding without delay to perform the PO as changed.

3. Cancellations. A PO constitutes a firm offer and may not be revoked or cancelled at any time. Bio-Rad hereby reserves the right to reschedule any delivery or cancel any PO issued at any time and Bio-Rad shall not be subject to any charges or other fees as a result of such cancellation.

4. Shipment. All Goods shall be suitably packed in Bio-Rad's standard shipment packaging, marked, and shipped in accordance with Bio-Rad's applicable specifications (or if no specifications are provided, in accordance with reasonable commercial practices) using a carrier of Bio-Rad's choice. Goods may be shipped, depending on lead time and availability, in installments. Each installment shall be invoiced and considered a separate sale. Unless otherwise agreed, Buyer shall clear any imported Goods at the point of import and pay all relevant duties. Delivery terms (Incoterms 2010) shall be set forth in any Quotation.

5. Delivery. Bio-Rad shall make a commercially reasonable attempt to deliver the Goods at the time stated in the order confirmation (when applicable) but such dates are estimates only and are not guaranteed. Such dates shall not constitute a term or condition of the Agreement between Bio-Rad and Buyer. Bio-Rad accepts no liability whatsoever to meet such dates and such failure shall not entitle Buyer to repudiate or cancel a PO. If Bio-Rad delivers any Goods in quantities that are less than the quantities specified in the PO, Buyer shall notify Bio-Rad of the discrepancy and Bio-Rad shall deliver the confirmed missing allotment of Goods. If Bio-Rad delivers any Goods in quantities in excess of the quantities specified in the PO, Buyer shall return the amount of the overshipment to Bio-Rad or notify Bio-Rad of intention to retain such overshipment. Buyer shall pay for those quantities of Goods actually accepted by Buyer.

6. Inspection. Buyer shall immediately inspect all deliveries for damage upon receipt and if any damage is noticed, Buyer shall accept the shipment only after the driver has noted the damage on both carrier's and Buyer's copies of the delivery receipt. Buyer shall promptly inspect all shipments for concealed shipping damage, defects, or shortages, and notify Bio-Rad of any such damage, defect, or shortage. Buyer's failure to notify Bio-Rad within seven (7) days of delivery (or Buyer's non-receipt of the Goods in the case of non-delivery) of defects or shortages reasonably discoverable upon inspection will be a waiver of any right to make any claim relating to the defective or missing Goods, including, without limitation, under the warranty set forth herein.

7. Acceptance. [Unless otherwise agreed in writing by the parties, or as required by law, acceptance shall be deemed to be effected seven (7) days after the date of delivery or installation of the Products or the performance of the Services.] No Goods returns will be accepted without the prior approval of Bio-Rad. All claims must be received within 7 days following receipt of the Goods. Buyer must obtain a return authorization number and return the Goods by the specified courier following the approved temperature guidelines. The Goods must be returned in original condition. Bio-Rad reserves the right to charge a restocking fee for conforming Goods.

8. Prices and Payment. All prices for the purchase of Products or Services from Bio-Rad are in the currency stated on the Invoice and are exclusive of all taxes, excises, freight and insurance. Buyer shall be liable for such taxes, excises, freight and insurance and these will appear as a separate item on Bio-Rad's invoice. If no price is stated, the price shall be Bio-Rad's then current published price applicable in the country where the Buyer is located. Prices do not include installation and training, unless otherwise stipulated in writing. Payment shall be made as set forth in the Quotation or invoice (and in no event more than thirty (30) days from date of Invoice). In the event of a reasonable dispute, Bio-Rad may, in its sole discretion, stay enforcement of collections beyond thirty (30) days. Bio-Rad may change the terms of credit provided in its sole discretion, or deny the extension of credit altogether.

9. Overdue Accounts. If Bio-Rad incurs legal and/or collection agent costs in relation to Buyer's overdue account, then Bio-Rad has the right to charge such costs to the Buyer's account. In addition to these costs, Bio-Rad may charge interest on overdue accounts at the rate of 1.5% per month or 18% per annum, or such lower amount as required by law, from the date at which the account becomes overdue.

10. Limited License. Subject to the Agreement, and to the terms and conditions of any license provided by Bio-Rad that is specific to a particular product (which shall govern with respect to such product in the event of conflict with the terms herein), Bio-Rad hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the Good(s) provided to Buyer by Bio-Rad only in accordance with the written published manuals and instructions provided by Bio-Rad. Buyer understands and agrees that except as expressly set forth in this Agreement (or in the Bio-Rad-provided license specific to a particular Good), no right or license to any patent or other intellectual property owned or licensable by Bio-Rad is conveyed or implied by this Agreement. In particular, no right or license is conveyed or implied to use any Goods provided hereunder in combination with a product not provided, licensed or specifically recommended by Bio-Rad for such use. This limited license only permits the Buyer to use the Goods in accordance with local laws and regulations in Buyer's normal course of business.

BIO-RAD LABORATORIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

- a. **Special Licensing Terms for Bio-Rad Digital PCR and Single-Cell NGS Sample Preparation Products.** Purchase of Digital PCR and Single-Cell NGS Sample Preparation products from Bio-Rad Laboratories includes a limited, non-transferable right under our intellectual property for you to use the products in accordance with the product documentation and instructions for use. Unless we expressly state otherwise in additional Terms and Conditions, no rights are granted for you to distribute or resell the products. Development of commercial products, or the sale of products for use on Bio-Rad's Digital PCR and Single-Cell NGS Sample Preparation portfolio of products, requires an additional commercial license from Bio-Rad. Information concerning a license for such uses can be obtained from Bio-Rad Laboratories. It is the responsibility of the purchaser/end user to acquire any additional intellectual property rights that may be required. The Bio-Rad Digital PCR Systems and/or their use is covered by claims of U.S. patents, and/or pending U.S. and non-U.S. patent applications owned by or under license to Bio-Rad Laboratories, Inc., including, but not limited to, U.S. Patent Nos. 9,089,844; 9,126,160; 9,216,392; 9,347,059; 9,500,664; 9,562,837; 9,636,682; 9,649,635; and 9,896,722.

11. Products Marketed for Research Use Only. Products marketed by Bio-Rad for research use only do not have the approval or clearance of the U.S. Food and Drug Administration ("FDA") and/or any other applicable regulatory authority, clearance or registration for in vitro diagnostic ("IVD") use. No license is conveyed or implied for Buyer to use, and Buyer agrees not to use, such Goods in any manner requiring FDA or other regulatory approval, clearance or registration relating to IVD use.

12. Use Restrictions. Buyer is not licensed to, and agrees not to: (a) resell, transfer, or distribute any Bio-Rad-supplied Goods, directly or indirectly to any third party for any purpose or use, unless otherwise authorized by Bio-Rad in writing. Buyer also agrees not to re-export Products from the country or region in which Products were originally purchased.

13. Warranty. The warranty provided hereunder is only applicable to the Buyer. No third party claims will be honored.

- a. Instruments and other non-consumable Goods are typically warranted against defects in materials and workmanship for twelve (12) months from the date of delivery; actual warranty period appear on the packaging inserts or on the Invoice ("Warranty Period"). If Bio-Rad receives notice of defects during the Warranty Period, Bio-Rad shall, at its sole discretion, either repair or replace such Goods which prove to be defective and not caused by the exclusions stated in "Warranty Exclusions" below.
- b. Consumable (reagents, chemicals, biologics, etc.) Goods are warranted for the stated expiration date of such Goods.
- c. Non-consumable spare parts purchased by Buyer carry a three (3) months warranty.
- d. Buyer agrees to provide full access to its premises for the purpose of installation or repair, and guarantees that all instruments and work areas that are in contact with biohazardous or hazardous materials are decontaminated prior to service intervention or return of Goods to Bio-Rad for service.
- e. Buyer will promptly notify Bio-Rad of any change in location to installed Goods during the warranty period.

14. Warranty Exclusions. Unless otherwise required by law, the warranties provided above do not include:

- a. Damages caused by normal wear and tear, spillage, improper use, storage or handling, or neglect.
- b. Damages caused by accident and disaster which will include, but not be limited to, fire, flood, water, wind, and electrical surge.
- c. Goods which have been repaired, altered or modified in any way or parts which have been replaced by Buyer or any other person or persons (other than those employed by Bio-Rad) without the prior written consent of Bio-Rad.
- d. Any Goods sold as refurbished, reconditioned or used.
- e. Any Goods designated by Bio-Rad as being in contact with sample or reagent streams or as consumable items (such as lamps or platinum wire) which are subject to normal wear and tear and should be replaced by Buyer in the normal course.
- f. Any Goods sold through an unauthorized reseller.
- g. Any Goods used in a country or associated region different from the country or associated region in which the Goods were sold to Buyer.
- h. Any Goods not used in accordance to Bio-Rad's published documentation.
- i. Non Bio-Rad products supplied; these carry the warranty of the supplier or manufacturer and Bio-Rad makes no claims regarding support of those products but will make reasonable attempts to transfer the warranty to Buyer.

15. Additional Exclusions. Unless otherwise stated in a written agreement between Bio-Rad and Buyer, under no circumstances will this Agreement include an extended warranty, any free Goods or Services provided to Buyer, any option for the future purchase of Goods or Services by Buyer, an automatic renewal of the Agreement, any performance guarantees, future performance obligations for providing Goods, Service or parts, any rebate, any performance discount, an interface or other allowance, or payment terms set forth in Section 8.

16. NO OTHER WARRANTIES. THE WARRANTIES IDENTIFIED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO BIO-RAD'S GOODS AND SERVICES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A SPECIFIC PURPOSE (WHETHER ARISING FROM STATUTE, OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, OR USAGE OF TRADE). THIS WARRANTY IS NOT TRANSFERABLE FROM THE ORIGINAL PURCHASER TO A SUBSEQUENT OWNER. FURTHER, BIO-RAD IS NOT LIABLE IN CASES OF DELIBERATE, NEGLIGENT OR ACCIDENTAL MISUSE OF THE GOODS, USE WITH INAPPROPRIATE REAGENTS OR CONSUMABLES, DAMAGE CAUSED BY DISASTER, REPAIR OR MODIFICATIONS DONE BY ANYONE OTHER THAN BIO-RAD. BIO-RAD DOES NOT WARRANT THAT THE GOODS OR SERVICES WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS. BIO-RAD'S TOTAL LIABILITY FOR BREACH OF THESE WARRANTIES SHALL BE LIMITED TO THE GROSS PURCHASE PRICE (OR ANNUAL SERVICE FEE) OF THE RELEVANT PURCHASE ORDER UNDER WHICH THE ACTIVITY GIVING RISE TO LIABILITY ARISES. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) UNDER ANY THEORY OF LIABILITY HEREUNDER.

BIO-RAD LABORATORIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

17. Compliance with Laws. Buyer shall comply with all applicable laws and regulations (including without limitation the applicable laws, regulations, orders and policies of any jurisdiction in which Goods are provided or Services are performed), including, without limitation any laws and regulations related to anti-corruption, import/export, labor, employment, anti-discrimination, anti-harassment, anti-slavery, human trafficking, freedom of association, health and safety, environmental protection, hazardous substances, pollution, waste management, recycling and intellectual property. Buyer shall not take any action that would subject Bio-Rad or any of its affiliated companies to any liability or penalty under any applicable law or regulation. Buyer shall not directly or indirectly, make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any other person or any improper advantage in connection with the receipt of Goods or Services. Buyer shall not attempt to solicit any kickback or gratuity from Bio-Rad employees.

18. Confidential Information. All non-public, confidential or proprietary information of Bio-Rad, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Bio-Rad to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Bio-Rad in writing. Upon Bio-Rad's request, Buyer shall promptly return all documents and other materials received from Bio-Rad. Bio-Rad shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party, or (d) required to be disclosed in accordance with law, regulation or legal process.

19. Intellectual Property.

- a. All intellectual property rights relating to the Goods or Services, as between Buyer and Bio-Rad, are solely and exclusively owned by Bio-Rad or its licensors. Unless otherwise expressly provided, Bio-Rad's sale of Goods to Buyer only grants Buyer a limited, non-transferable, non-sublicensable right under such intellectual property, for Buyer to use the quantity of the products purchased from Bio-Rad. No right to resell Bio-Rad products or any of their components is conveyed expressly, by implication, or by estoppel. Nothing in this Agreement limits Bio-Rad's right to enforce its intellectual property rights.
- b. Buyer shall immediately notify Bio-Rad in writing of any intellectual property claim against Buyer in relation to the Goods. In the event that Bio-Rad chooses to defend the claim, Buyer shall (i) not admit any liability or take any action in connection with the claim, (ii) give Bio-Rad sole control of the defense or settlement of any such claim, (iii) provide reasonable information and assistance in such defense. If Bio-Rad concludes that the Goods infringe the intellectual property rights of a third party, Bio-Rad may in its sole discretion (i) secure the right for Buyer to continue use of the Goods, (ii) replace the Goods with similar Goods, or (iii) require Buyer to return the Goods and provide Buyer with a refund of the purchase price, with a deduction in a reasonable amount for the Goods' use, damage, and obsolescence.
- c. Bio-Rad shall have no responsibility under Section 14(b) to the extent the Goods (i) are supplied according to Buyer's design or instructions, (ii) are modified by Buyer after delivery, (iii) are combined with other devices, methods, systems or processes not furnished by Bio-Rad without its written consent, or (iv) are not used in conformity with Bio-Rad's written instructions.

20. Software. With respect to any software incorporated in the Goods ("Software"), Bio-Rad hereby grants to Buyer a royalty-free, non-exclusive, non-sublicensable, and non-transferable license to use Software and any related documentation provided to Buyer under this Agreement solely for Buyer's internal business purposes and solely on hardware provided by Bio-Rad. Buyer acknowledges and agrees that the Software and related documentation is provided under license, and not sold, to Buyer. Buyer does not acquire any ownership interest in Software and related documentation under this Agreement. Buyer shall only use Software solely as set forth in the documentation provided by Bio-Rad and this Agreement. This license will automatically terminate when Buyer's lawful possession of the associated hardware provided by Bio-Rad ceases, unless earlier terminated as provided in this Agreement. Buyer shall not to sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Bio-Rad's prior written consent. The Software may contain software, content, data, or other materials, including related documentation, that are owned by parties other than Bio-Rad and are provided to Buyer on terms that are in addition to or different from those contained in this Agreement ("Third Party Licenses"). Buyer is bound by and will comply with all Third Party Licenses and any breach of any Third Party License shall be a breach of this Agreement. Buyer is responsible and liable for all uses of the Software and documentation provided by Bio-Rad. Bio-Rad may, at its sole discretion, terminate this license if Buyer fails to comply with any term or condition herein. Buyer shall, upon termination of this license, immediately cease use of and return to Bio-Rad all Software and related documentation to include all copies. Bio-Rad will provide maintenance and support for the Software under its standard operating procedures.

21. Limitation of Liability. IN NO EVENT SHALL BIO-RAD BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, NOR ANY OTHER CLAIM, EXPENSE, LIABILITY OR LOSS OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SALE OF GOODS OR SERVICES, WHETHER OR NOT BIO-RAD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BIO-RAD SHALL NOT BE LIABLE FOR CHARGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS OR SERVICES.

22. Governing Law, Jurisdiction and Venue. If the business address of the Bio-Rad selling entity is located

- (a) within the European Union, then this Agreement shall be governed by the laws of Switzerland, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in a court located in Bern, Switzerland;
- (b) within the Asian continent (excluding China and India where the counterparty is located in China or India), then this Agreement shall be governed by the laws of Singapore, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Singapore;
- (c) within China and the counterparty is located in China, then this Agreement shall be governed by the laws of China, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in Shanghai, China (provided that if within Hong Kong the laws of Hong Kong shall apply with venue in Hong Kong, and if within Taiwan, the laws of Taiwan shall apply with venue in Taiwan);
- (d) within India and the counterparty is located in India, then this Agreement shall be governed by the laws of India, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court located in New Delhi, India or
- (e) within any country not covered by subsection (a) or (b) (including without limitation the United States), then this Agreement shall be governed by the laws of the State of California and the United States of America, without regard to conflicts of law principles, and any action or proceeding arising from or relating to this Agreement must be brought in court in Contra Costa County, California. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Buyer irrevocably submits and consents to the exclusive jurisdiction of the applicable courts specified in this Section, and hereby agrees that such courts shall be the exclusive proper forum for the determination of any action, proceeding or claim arising from or relating to this Agreement. Any legal action must be brought within one year after the claim or cause of action occurs.

23. Assignment. Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Bio-Rad. Any assignment or transfer in violation of the foregoing shall be null and void.

24. Relationship of the Parties. The relationship between Buyer and Bio-Rad is that of buyer and seller, as independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Bio-Rad and Buyer, and neither Buyer nor Bio-Rad shall have the authority to contract for or bind the other party in any manner whatsoever.

BIO-RAD LABORATORIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of Buyer and Bio-Rad and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever hereunder.
- 26. Force Majeure.** Bio-Rad shall not be liable for any delay or failure of performance, including without limitation, the failure to deliver or install the Goods, where such delay or failure arises or results from any cause beyond the reasonable control of Bio-Rad, including but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of such delay or failure of performance, Bio-Rad shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.
- 27. Export Control.** The Goods are subject to United States, European Union and local export-control laws and regulations. Buyer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Goods to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.
- 28. Resale and Anti-Corruption Compliance.** If Bio-Rad believes that Buyer is purchasing Goods other than for its own account without Bio-Rad's consent, Bio-Rad reserves the right to cancel any PO and withhold delivery of any Goods. To the extent that Bio-Rad does consent to Buyer's resale of the Goods, Buyer certifies that it is familiar with and understands the requirements of anti-corruption laws and international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and all national anti-corruption laws enacted in any country in which it operates (collectively, the "Anti-Corruption Laws"). Buyer shall not violate or permit anyone acting on its behalf to violate the Anti-Corruption Laws. Specifically, Buyer has not made and will not make, promise to make, offer, or authorize, directly or indirectly, any payment, or provide or offer anything of value, directly or indirectly, to any public officials, political parties, party officials, candidates for public or political party office, public international organizations and their employees, agents and officials, or employees or officials of any purchasing entities (whether publicly owned or private) of Bio-Rad's products/services, in order to (1) improperly influence the acts of such public officials, political parties, party officials, candidates, public international organizations and their employees, agents and officials, or employees or officials of purchasing entities, (2) improperly induce them to use their influence with a government to obtain or retain business, or (3) gain an improper advantage, in connection with any business venture or contract.
- 29. Remedies; No Waiver.** The remedies herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Buyer consents to injunctive and other equitable interim or permanent relief as may be requested by Bio-Rad and awarded by a court. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other provision or breach.
- 30. Notices.** All legal notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Invoice and in the case of Bio-Rad with copy to its corporate headquarters at 2000 Alfred Nobel Drive, Hercules, California, USA 94547, Attention: General Counsel. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 31. Severability.** In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 32. Entire Agreement.** This Agreement sets forth the entire agreement between Buyer and Bio-Rad with respect to the subject matter hereof and supersedes any and all prior and contemporaneous writings, communications, agreements and understandings relating to the same subject matter. Bio-Rad reserves the right to change these terms at any time. The version date for these terms may be found at the footer of this page.