



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
AGR0836

PAGE
1

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

PURCHASER

Buchi Corporation  
 19 Lukens Drive, Suite 400  
 New Castle, DE 19720

SHIP TO

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2007				

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		938-46	full package \$64,184.00	\$64,184.00
<p>AUTOMATED KJELDAHL SYSTEM</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></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, 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Danna L. Matney</i>	TELEPHONE 302-225-2434	DATE 11/1/2007
TITLE <i>Product manager</i>	FEIN 510396241	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 may be deemed null and void, and 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.

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**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  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY  
 TYPE NAME/ADDRESS HERE

SECRET

SECRET

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
 BUILDING 2, ROOM 106  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2007				

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dawn L. Matney</i>	TELEPHONE 302-225-2434	DATE 11/1/2007
TITLE <i>Product manager</i>	FEIN 510396241	ADDRESS CHANGES TO BE NOTED ABOVE

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



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RFQ NUMBER:  
**AGR0836**

PAGE:  
**3**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
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 CHARLESTON, WV  
 25312 304-558-2221

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10/23/2007				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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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.

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.

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.

BIDDER: Bogal CORPORATION

DATE: Nov. 1, 2007

SIGNED: [Signature]

TITLE: Product manager

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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# Request for Quotation

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PAGE  
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**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
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VENDOR

SHIP TO

DEPARTMENT OF AGRICULTURE  
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10/23/2007				

BID OPENING DATE: **11/20/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: AGR0836</p> <p>BID OPENING DATE: 11/20/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 1-302-652-8777</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Daniel Motom</i>	TELEPHONE 302-225-2434	DATE 11/1/2007
TITLE Product manager	FEN 510396241	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration  
 Purchasing Division  
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# Request for Quotation

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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DEPARTMENT OF AGRICULTURE  
 ADMINISTRATIVE SERVICES  
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 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED 10/23/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 CONTACT PERSON (PLEASE PRINT CLEARLY):

*DARVIN L MARTIN, product manager*

\*\*\*\*\* THIS IS THE END OF RFQ AGR0836 \*\*\*\*\* TOTAL: \_\_\_\_\_

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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# Specifications for a Complete Automated Kjeldahl Protein Determination System

## Regulatory and Environmental Affairs Division West Virginia Department of Agriculture

The Regulatory and Environmental Affairs Division of the West Virginia Department of Agriculture seeks to purchase a complete automated Kjeldahl apparatus to include a digester, scrubber, and distillation/titration unit with autosampler. This equipment is to be purchased as a package and installed in the Agricultural Materials Laboratory at the Gus R. Douglass Agricultural Center at Guthrie, near Charleston, West Virginia. The system must meet the specifications indicated in the following sections.

### Digester Specifications

- The digester must be able to simultaneously accommodate 20 samples in glass digestion tubes with a volume of approximately 300 mL.
- The digester must be fully programmable so that digestion time and temperature may be established independently.
- Digestion time and temperature must be displayed on the digester during digestion.
- The digester must be fully compatible with the accompanying distillation/titration unit.
- The digester must come with the required 20 sample tubes.

### Scrubber Specifications

- The scrubber must be fully compatible with the accompanying digester and have sufficient capacity to accommodate the fume and gas discharge associated with running the digester at full capacity.
- The scrubber must utilize a membrane pump.

### Distillation/Titration Unit Specifications

- The distillation/titration unit must allow users to develop and save multiple programmed methods.
- The distillation/titration unit must perform automatic aspiration of the sample and addition of titration reagents.
- The distillation/titration unit must have a glass set-up for visual monitoring and control of the distillation process.
- The distillation/titration unit must allow connectivity for a printer, PC, and balance, and be compatible with the associated digester and autosampler.
- The distillation/titration unit must allow results to be saved.

- The distillation/titration unit must follow a potentiometric titration method.

#### Autosampler Specifications

- The autosampler must be fully compatible with the accompanying digester and distillation/titration unit.

#### Additional Specifications

- The bid price must include two copies of all documentation for each component of the system, including but not limited to, operation manuals, maintenance manuals, and any service manuals.
- The bid price must include delivery, freight, and installation of the system components.
- The bid price must include comprehensive training on all system components for up to five WVDA staff members.
- The bid price must include a full warranty and preventative maintenance agreement covering parts, travel, labor, and all other costs for not less than one year from the date of installation.



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**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 owed 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 exceed 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](http://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: BUCHI CORPORATION

Authorized Signature: *Danny L. Minton* Date: 11/1/2007

BUCHI Corporation  
 19 Lukens Drive, Suite 400  
 New Castle, DE 19720  
 USA

**Delivery Address**

**West Virginia Dept of Agriculture  
 Roger Hanshaw/Animal Health  
 1900 Kanawha Blvd. East  
 State Capitol Rm E-28  
 Charleston, WV 25305  
 United States**

**West Virginia Dept of Agriculture  
 Roger Hanshaw/Animal Health  
 1900 Kanawha Blvd. East  
 State Capitol Rm E-28  
 Charleston, WV 25305  
 United States**

**Quotation : 044000142**

Date : 11-01-07

Customer No. : 040001460  
 Quotation Date : 11-01-2007  
 Cust RFQ No. : Delivery 3-4 weeks  
 Reference A :

Sales Rep : Michael Dzwinczyk  
 Telephone : +1 973 540 1180  
 E-Mail : dzwinczyk.m@buchi.com  
 Page : 1(2)



Line	Quantity	Unit	Item Number Item Description	Price	Discount	Amount \$
AUTOMATIC KJELDAHL ANALYSIS PACKAGE						
10	1.00	pcs	037882 B-414 Scrubber, with Condenser, 220V/50-60 Hz	4,600.00		4,600.00
20	1.00	pcs	014738 Power Jumper Cable for B-414 and K-435 or K-437/438 for power interface	28.10		28.10
30	1.00	pcs	038520 K-438 Digest Automat complete with automatic lift, temperature programming, 20 position suction module and rack, includes 20 digestion tubes 230V/50-60Hz	10,206.00		10,206.00
40	1.00	pcs	043120 K-370/371- Fully Automated Autosampler - Distillation and Titration System	48,486.00		48,486.00
50	2.00	pcs	040079 Air supply cpl. for K-438, K-437, K-431 and K-432	150.00		300.00
60	1.00	pcs	038639 Rack Stand for K-437/438 20 Tube Rack	362.30		362.30
70	1.00	pcs	028765 Kjeldahl Tablets,250 Pieces	201.60		201.60
80	1.00	pcs	04900003 Two days at customer location for Installation, Application Support and Operation training, plus travel	5,000.00	100.00 %	0.00

BUCHI Corporation  
19 Lukens Drive, Suite 400  
New Castle, DE 19720  
USA

**Quotation : 044000142**

Customer No. : 040001460 Page : 2(2) Date : 11-01-07

Line	Quantity	Unit	Item Number Item Description	Price	Amount
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Goods	Discount	<b>Total</b>	<b>\$</b>
69,184.00	5000.00	<b>64,184.00</b>	

Delivery : Freight prepaid and added to invoice

This Quotation Expires On : 12-01-2007

Sales tax is not included in the above quotation.

Please reference the quote number on all correspondence regarding this quotation or when placing and order.

BUCHI Corporation  
www.mybuchi.com

Toll Free +1 877 692 8244  
us-sales@buchi.com

Tel.: +1 302 652 3000  
Fax: +1 302 652 8777

## TERMS AND CONDITIONS OF SALE

1. Scope. The terms and conditions of sale set forth herein shall apply to all sales of goods and services ("Products") by Buchi Corporation ("Seller") to any person or entity ("Buyer"). No term or condition of the Buyer's purchase order which is different from, or in addition to, the terms and conditions set forth herein or in any applicable quotation shall be binding on Seller unless, and only to the extent, such different or additional terms or conditions are expressly accepted by Seller in writing.
2. Orders; Delivery. Orders shall be subject to acceptance by Seller in writing, provided the Seller may accept any order by delivery of Products to Buyer without prior notice. Orders may not be cancelled by Buyer and deliveries may not be deferred by Buyer except with the written consent of Seller. Delivery schedules are approximate and are subject to change based on conditions at the time of shipment. Seller will take commercially reasonable efforts to complete shipment on the date agreed upon, but shall not be liable in any way for any failure to ship any Products by the agreed upon delivery date where such failure is caused by acts of God, fire, floods, war, terrorism, embargoes, labor disputes, strikes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or involuntary compliance with any governmental act, regulation or request, shortage of labor, materials or manufacturing facilities, or any other cause or causes beyond Seller's reasonable control. In such event, Seller may extend delivery schedules or may, at its option, cancel Buyer's purchase order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. In the event Seller is unable for any reason to meet the demands of its customers (including Buyer) in respect of Products ordered, Seller may allocate its available inventory of Products among any or all purchasers, as well as departments and divisions of Seller, on such basis as Seller may deem fair and practical in its sole discretion without liability for any failure of performance which may result therefrom.
3. Shipment and Risk of Loss. Products are sold F.O.B. shipping point (Seller's facility), freight collect with all costs invoiced to or absorbed by Buyer. Unless otherwise specified in writing by a duly authorized representative of Seller, mode of shipment shall be chosen by Seller. Additionally, any such alternative means of transportation must be acceptable to Seller. If packaging is necessary, this will be charged to Buyer at Seller's cost, and cannot be returned. All transportation, insurance and packaging charges are in addition to the purchase price of the Products and shall be charged to and paid for by the Buyer. Title and risk of loss shall pass to the Buyer upon delivery of the Products to the carrier for shipment to the Buyer. In no event shall any loss, damage, injury or destruction of the Products after risk of loss has passed to Buyer release the Buyer from its obligation to make payment required herein. Unless otherwise agreed in writing, Seller reserves the right to make partial shipments and to submit invoices for partial shipments.
4. Prices; Terms of Payment
  - 4.1. Prices. The purchase price for the Products shall be the purchase price stated in the quotation provided by the Seller to the Buyer with respect to such Products, provided, however, that if the quotation expired by its terms, the purchase price for the Products shall be the list price as of the date such Products are delivered to Buyer. Unless otherwise specified in a quotation, the purchase price quoted shall not be effective for more than 30 days after the date of the quotation, after which the purchase price shall be Seller's then current list price. In addition to the purchase price for the Products, all applicable packaging charges and all freight, insurance and other charges incurred by Seller in connection with shipment shall be charged and invoiced to Buyer. All prices quoted are in U.S. Dollars.



- 4.2. Taxes. Prices do not include taxes. Consequently, the amount of any value added tax or any sales, use or similar tax applicable to the sale of Products or to the use of such Products by the Buyer shall be paid by the Buyer. Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to any Government (national, state, or local) upon the sale, production or transportation of the Products hereunder.
- 4.3. Payment. Unless otherwise agreed in writing, payment is due within 30 days of the date of invoice. Invoices shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1-1/2% per month or the maximum rate from time to time permitted by applicable law. Seller may require full or partial payment in advance of shipment, if, in the judgment of Seller, the financial condition of the Buyer so warrants.

5. Default, Acceleration and Stoppage in Transit.

- 5.1. Default. Nonpayment of an invoice when due will be considered a "Default."
- 5.2. Acceleration. In addition to other remedies otherwise available to Seller upon a Default, and without notice to Buyer, Seller may declare any or all amounts owed to Seller by Buyer immediately due and payable, any previously agreed extension of credit to the contrary notwithstanding.
- 5.3. Stoppage in Transit. In the event of a Default or any other event which gives Seller a reasonable doubt as to the creditworthiness of Buyer, Seller reserves the right to stop any shipment in transit with notice to the Buyer. Such stoppage in transit shall be without prejudice to Seller's right to pursue other remedies or to recover any further expenses or damages it may suffer.

6. Warranty; Return of Products:

- 6.1. Warranty Terms. Subject to the terms and conditions set forth herein, Seller warrants that all products manufactured by Seller (and only Products manufactured by Seller) as stated in an applicable quotation or other document delivered by Seller to Buyer shall comply with the specifications described in such quotation (if any) and will be free from defects in material and workmanship under normal use and service. The warranty provided herein shall not cover consumable items such as wetted parts, glassware or items intended for consumption or replacement on a routine basis. The failure of Buyer to properly maintain the Products in accordance with Seller's instructions shall void the warranty provided herein. Seller's obligations for breach of this warranty is limited to, and Buyer's exclusive remedy shall be, return of the Product and refund of the purchase price paid therefor or repair or replacement of the Product, at the election of Seller. The warranty covers only parts and labor that is performed at Seller's service center in New Castle, Delaware. Seller may provide on-site warranty service at Buyer's location (if requested by Buyer) for a service fee payable by Buyer to Seller. The amount of any such service fee shall be determined by Seller. Upon receipt of a Return Material Authorization issued by Seller with respect to an allegedly defective Product (as described in Section 6.4 below), Buyer shall return the Product to Seller F.O.B. Seller's factory. Please retain the original packaging of your instruments for use in shipment. If after Seller examines the allegedly defective product Seller determines that the warranty set forth in this Section 6.1 has been breached with respect to such Product, Seller will repair or replace the defective Product and deliver the repaired Product or replacement to Buyer F.O.B. Buyer's U.S. location or refund the purchase price paid by Buyer therefore, at the election of Seller. THE WARRANTY SET FORTH IN THIS SECTION 6.1 IS IN LIEU OF ALL OTHER



WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

- 6.2. Period. Except as provided below, the warranty set forth in Section 6.1 shall remain in force for a period of 1 (one) year from the date of shipment of a given Product and the warranty shall expire upon the expiration of such one (1) year period. All warranty claims must be made in writing to Seller by Buyer prior to the expiration of such one (1) year period. Seller shall have no obligation to Buyer with respect to any warranty claims made after such one (1) year period. Notwithstanding the foregoing, warranty extensions or enhancements and upgrades are available from Seller provided that Seller shall only be bound to the extent any such enhancements and/or upgrades are agreed to and offered in writing by Seller and confirmed in writing by Buyer. Notwithstanding the foregoing, used Products, reconditioned Products and remanufactured Products (when available) shall be warranted for a period of ninety (90) days from the date of shipment of such Products and the warranty shall expire upon the expiration of such ninety (90) day period. All warranty claims with respect to such Products must be made in writing to Seller by Buyer prior to the expiration of such ninety (90) day period. Seller shall have no obligation to Buyer with respect to any warranty claims made with respect to such Products after such ninety (90) day period.
- 6.3. Third party products. In addition to products manufactured by Seller, Seller also sells products of other manufacturers under their respective brand or trade names. ALL SUCH OTHER PRODUCTS SOLD BY SELLER WHICH ARE NOT MANUFACTURED BY SELLER ARE SOLD AS IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. However, to the extent any such other products are warranted by the companies that manufactured such products, Seller will use commercially reasonable efforts to assist Buyer in submitting a warranty claim to the applicable manufacturer or other person that provided such warranty.
- 6.4. Returned Products. Products shall not be returned to Seller without Seller's written authorization. All authorized returns must be properly packaged with transportation charges prepaid. A valid Return Material Authorization (RMA) number must be obtained from Seller before returning Products for any reason. Seller may refuse receipt of Products returned without Seller's written permission and/or a RMA number. Credit will not be allowed for Products returned without Seller's previous written consent.



7. Remedies: Damages.

- 7.1. Remedies. Seller shall be entitled to all remedies available at law or in equity. Buyer's remedies shall be limited to return of the Products and refund of the purchase price or repair or replacement of nonconforming Products, at Seller's option.
- 7.2. Damages and Liability. SELLER'S LIABILITY FOR DAMAGES SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FROM BUYER FOR THE PRODUCT FURNISHED WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. SELLER SHALL IN NO EVENT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT OR LOSS OF OR DAMAGE TO PERSONS OR PROPERTY.

8. Indemnity. Buyer shall indemnify defend and hold harmless Seller, its affiliates, and their respective officers, agents and employees from and against any and all losses, liabilities and damages, including, without limitation, reasonable attorneys' fees, arising out of or in connection with (a) any alleged or actual infringement of patents, trademarks or other intellectual property rights arising out of compliance by Seller with Buyer's designs, specifications or instructions, the combination of the Products with other products or the modification of the Products by Buyer, (b) a violation by Buyer of any governmental laws, rules, ordinances or regulations, (c) the negligent acts and/or omissions and/or the willful misconduct of Buyer and/or any of its officers, agents or employees or (d) the breach of the provisions of these Terms and Conditions, any quotation and/or other agreement between Buyer and Seller with respect to the purchase and sale of Products.
9. Notice. Any notice required or permitted to be given under this quotation shall be considered sufficient if mailed via certified mail, return receipt requested or delivered via a national recognized overnight delivery service to the address designated by each party in writing from time to time for such purposes.
10. Severability. If any provision of this quotation shall be found to be void or unenforceable then the provision only shall be deemed stricken and all other terms and conditions shall remain in full force and effect.
11. Non-Transferability. Any quotation issued by Seller is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller.
12. Headings. Headings used herein are for the convenient reference of the parties and are not intended to limit or modify the express terms hereof.
13. Governing Law. These Terms and Conditions shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles.

