PerkinElmer Health Sciences, Inc. ("PerkinElmer") has been selected by the client named above ("Client") as an authorized agent to handle the contract procurement, scheduling, and payment for certain services events. In rendering service under this PerkinElmer purchase order (this "Purchase Order"), Supplier must adhere to the following terms:

1. General Statements:

   A. This Purchase Order represents a requirement to supply certain laboratory maintenance service events at the premises of the Client.

   B. Prior to working at the Client site, Supplier must be reviewed and approved by PerkinElmer Procurement and Quality. This review includes, but is not limited to, completing a supplier qualification form, providing an update to date certificate of insurance, and providing any applicable Quality (e.g., ISO) certifications. If Supplier does not meet PerkinElmer requirements, Client must approve Supplier prior to performing service at the designated Client site.

   C. All services to be provided hereunder shall be performed by personnel certified by Supplier as qualified to perform any and all contracted services. Verification of such certifications and evidence of such qualification shall be made available to PerkinElmer and Client upon request prior to, during, or post any service event.

   D. Service provision documentation shall be complete and permanent records, executed in real time with all entries legible, and calculations visible. All corrections shall be recorded with a reason, initialed and dated, with all original entries remaining readable. All fillable entries shall be completed, or if not necessary, crossed out and initialed and dated. All attachments shall be made traceable to the primary service provision document.

   E. All measurements regarding calibration and/or qualification of Client equipment shall be made with test equipment that is calibrated and within the recalibration period at the time of start and completion of the service event. Test equipment calibration certificates shall be made available to PerkinElmer and Client upon demand prior to, during, or post any service event.

   F. All service calibration and qualification protocols shall be version controlled and approved by appropriately qualified and trained personnel. All documentation shall be made available to Client for review and approval prior to execution.

   G. PerkinElmer shall be permitted to review completed service documentation and evidence of compliance to applicable standards required by Client. Deficiencies shall be promptly corrected and re-submitted for review by PerkinElmer or Client.

   H. Supplier shall prepare and maintain complete and accurate records directly relating to the performance of Services under this Purchase Order, including, without limitation, accounts, receipts, third party invoices, time sheets, written policies and procedures, test results, records, reports, correspondence and memoranda (the "Records"), until the expiration of seven (7) years after the completion of the Services under this Purchase Order or such longer period as required by law.

   I. PerkinElmer may forward Supplier Corrective Action Requests (SCAR) raised by Client to the Supplier regarding any service-related deficiency. Supplier shall respond to such SCAR in a timely manner. On other similar instances of service-related deficiencies from the Client, PerkinElmer may request appropriate information from the Supplier.
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J. The amount listed on the face of this Purchase Order is the not to exceed amount for the listed service event. Any and all additional costs above the agreed Purchase Order amount must have prior written approval of PerkinElmer. Costs and charges submitted without such prior written approval will not be accepted or paid.

K. Supplier is required to submit a complete and legible Field Service Report ("FSR") that clearly details items a-g below and has been signed by the Client user or responsible party involved within three (3) business days of completion of the scheduled service event. This FSR must be submitted to the designated PerkinElmer contact at the email address or fax number listed above. Failure to submit a FSR within such period may cause delay in payment.

    Information to be noted on all FSR:
    a. Reason for the service event.
    b. Date of service event.
    c. Description of work performed, or specific actions taken for correcting the problem (indicate if the root cause of the problem was addressed or not);
    d. Description of parts and quantity used to correct the problem.
    e. Equipment serial number.
    f. PerkinElmer provided Call number; and
    g. PerkinElmer provided Purchase Order number.

No invoices will be paid if Supplier fails to submit a complete FSR.

2. Quality of Services Performed:

A. Supplier warrants it will provide sufficient employees to complete the services within the agreed timeframes, that its employees shall have sufficient skill, knowledge, and training to perform the services and that the services shall be performed in a professional and workmanlike manner. Supplier shall supply all tools, equipment and other materials necessary to perform the services contemplated in this Purchase Order and warrants that such tools, equipment and materials shall be in good working order and free from any defects.

B. Supplier shall require its employees and subcontractors providing services at Client’s facility to comply at all times with Client’s security and safety regulations and policies.

C. Supplier shall not subcontract any of its obligations hereunder without the prior written consent of PerkinElmer and shall be responsible for ensuring that any permitted subcontractors comply with these terms and conditions and shall be responsible for all actions of such subcontractors in connection with this Purchase Order, including any actions that would be in breach of this Purchase Order if performed by Supplier. Supplier shall be responsible for all of its permitted subcontractors providing services and ensure that such subcontractors meet all requirements of this Purchase Order related to service of the equipment.

3. Warranty; Liability and Insurance:

A. All parts and services furnished by Supplier shall be warranted for a minimum of ninety (90) days following the date of completion of service.

B. All parts replaced shall be left at the location of the service, unless a failed part is returned for exchange credit and an exchange part price is noted on the FSR and the invoice. Any material that has been replaced and not accounted for by PerkinElmer following the completion of the service event will result in a reduction in the payment issued to the Supplier equivalent to the price of the new part installed.

C. Supplier acknowledges that PerkinElmer is contracting for the provision of a professional evaluation of the state of the equipment by the Supplier, with an assessment of whether repair is economically viable or would not mitigate costs on the part of the Client. Only specified, pre-authorized services should be performed unless prior written approval is obtained from PerkinElmer at which time an increased Purchase Order amount and/or a new Call number will be issued for the additional services. Supplier will not be paid for any unauthorized services performed.
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D. PerkinElmer shall be entitled to terminate this Purchase Order in the event that Supplier fails to perform any of its material obligations under this Purchase Order.

E. Supplier assumes all liability for work carried out as a result of this Purchase Order. By accepting this Purchase Order, Supplier agrees to indemnify PerkinElmer with respect to any losses or claims made, arising out of any acts, errors or omissions of Supplier, its employees or subcontractors that may give rise to a claim against PerkinElmer, and warrants that it has adequate insurance coverage to satisfy such obligations.

F. Supplier shall defend, indemnify, and hold harmless PerkinElmer, and all of its officers, directors, members, employees, agents, affiliates and representatives, from and against all liability, including but not limited to, statutory liability and liability under applicable local employment laws and regulations, for any costs (including attorney's fees) resulting from any and all injuries and damages to the person or property of Supplier and Supplier's partners, agents, employees and associates that may occur or may be alleged to have occurred during the performance of the services, except where such injury (including death) or damage is due solely to the negligent acts or willful misconduct of PerkinElmer.

G. Supplier agrees to procure and maintain, at its own expense, professional liability, general liability, workers' compensation, automobile and other insurances necessary and appropriate for performance of the services under this Purchase Order.

4. Invoicing and Payment:

A. All invoices are to be submitted to PerkinElmer within thirty (30) days of the date of service. Supplier waives the right to receive payment for services covered by this Purchase Order if Supplier does not submit the invoice to the correct 'Bill To' address, within 90 days of service completion.

B. Any additional invoices arising out of work excluded from the scope of the maintenance contract (and approved by PerkinElmer in writing) must reference the PerkinElmer Purchase Order Number, which is shown on the first page of our PO.

C. Invoices must be accompanied by a FSR, giving full details of the service visit including time taken, parts used, and the nature of the work carried out. Invoices will include: (i) a description of the parts, quantity and cost used to correct the problem, (ii) the equipment serial number, and (iii) the PerkinElmer Purchase Order number.

D. Payment will only be made for services that correct the root cause of the problem giving rise to the service event. No payment shall be made for failed attempts to correct such root cause.

E. Approved travel charges will only be paid for the first visit to correct a problem. Supplier will not be paid for any additional travel costs incurred for subsequent service visits related to the original problem.

F. Shipping, handling or fuel surcharges will not be paid without prior written approval from PerkinElmer.

G. Airfare, room charges, tolls, mileage, meals or other incidentals or premium travel charges will not be accepted or paid without prior written approval of PerkinElmer and must be noted on the face of the Purchase Order.

H. The services and materials provided under this Purchase Order may be exempt from tax in certain jurisdictions. Upon the provision of a tax exemption certificate for the applicable jurisdiction, Supplier agrees not to invoice or assess any tax on the services or materials provided under this Purchase Order.

I. PerkinElmer reserves the right to dispute any incomplete or incorrect invoice being billed against this Purchase Order. If disputing an invoice, PerkinElmer will provide a notice in writing to Supplier within ten (10) business days of invoice receipt. Such notice shall provide the reason for the dispute and the information or actions required to resolve such dispute. Any unpaid invoice will not to be considered delinquent while being disputed. The Supplier is responsible for providing the required information or performing the required actions within fifteen (15) business days of its receipt of the notice of dispute. Once all such requirements are met PerkinElmer will notify Supplier of payment status.

J. Supplier will credit PerkinElmer for any amounts paid on an invoice billed in error. Supplier must supply PerkinElmer with a credit memo referencing the applicable invoice number within thirty (30) business days.
days of notification received from PerkinElmer regarding a credit request.

5. Miscellaneous:

A. This Purchase Order is valid for a period of 90 days following the date of issuance unless a different coverage period is set forth on the face of this Purchase Order. Liability for any work carried out in accordance with this Purchase Order after the expiry of such 90-day timeframe (or other coverage period set forth on the face of this Purchase Order) will not be accepted, and the cost of any such work shall be the responsibility of Supplier.

B. Any other terms or conditions included in any agreement, quote, invoice, acknowledgment, bill of lading, or other similar documents utilized or exchanged by Supplier shall not be incorporated in this agreement or be binding upon PerkinElmer unless PerkinElmer expressly agrees in writing by reference to the modified Section number(s) of this Purchase Order.

C. PerkinElmer may assign or transfer this Purchase Order upon notice to Supplier; provided that in the case of any such assignment or transfer, the assignee or transferee shall be bound by the terms and obligations provided in this Purchase Order.