

Mangum Regional Medical Ctr Ms. Tonya Bowen 1 Wickersham Drive Mangum, OK 73554 United States EMD Millipore Corporation 400 Summit Drive Burlington, MA 01803

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www.emdmillipore.com

Our Ref SC-214701-2.5 August 10, 2022 Expiration Date: July 31, 2023

Ms. Bowen,

+15807823353

Thank you for choosing our **Milli-Q®** Service Plan. At MilliporeSigma we know that in today's demanding laboratory environment, one of the most valuable assets you have is your time. We are committed to helping you focus on your work.

## All our Milli-Q® Service Plans will give you access to the following:

- Connection to Milli-Q™ You have the benefit of using MyMilli-Q™, a digital service that streamlines the care of your Milli-Q® Water Purification Systems and helps you manage your Milli-Q® service plans. From the web portal, you can track your service history, schedule maintenance visits, manage consumable deliveries and renew your contracts. To enable the activation, you simply need to provide the email address of the main user of MyMilli-Q™ in the dedicated section below.
- Technical Support Hotline In-house support experts are available to diagnose, investigate, solve customer
  issues and schedule repair visits if/when required. You can reach Technical Service at (888) 645-5478. Please
  have your serial number ready.
- Genuine MilliporeSigma Parts Only genuine MilliporeSigma parts produced in an ISO® 9001 manufacturing site are used to service your water purification system.
- Expert Maintenance Support Only factory-trained field service engineers repair and maintain water purification systems in compliance with MilliporeSigma's worldwide service operating procedures.

Our service experts identified the following plan as the best product matching your specific service needs:

#### **Total Coverage:**

- Unlimited troubleshooting/repair visits during normal business hours (Monday Friday, 8am 5pm).
- All necessary spare parts replaced free of charge.
- The Service Total Plan does not cover consumables such as filtration cartridges, UV Lamps, RO Membranes or EDI Modules.

#### **Preventive Maintenance Visit:**

- An annual preventive maintenance visit, including Mechanical, Hydraulic and Electrical checks of your system.
- Comprehensive checkup of system specifications and operational functions.
- Preventive replacement of worn parts using a system-specific maintenance kit.
- Auditable service operating procedures.
- Software and Firmware updates.

You may submit your purchase order directly to me via fax, email or direct mail. We also accept credit card orders if you cannot submit a purchase order.

\*\*In order to receive same month service, your order needs to be submitted to us by the 1<sup>st</sup> day of the month in which service is needed. To accelerate the PO process, please be sure to fill out the Order Form that is attached to this quotation. Should you require an expedited shipment, a surcharge will be applied for the additional shipping charges.

My contact information is listed below in the closing of this letter. Upon receipt of your purchase order, we will implement your plan immediately to ensure uninterrupted service and coverage.

Should you have any questions or need additional information, please do not hesitate to contact me. Again, we thank you for your continued business.

Sincerely,

Karolina Cermeno Maintenance Contract Specialist MilliporeSigma (978)-715-1798 karolina.cermeno@emdmillipore.com



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## **Service Agreement Renewal**

Year 1 - AFS® 8D - ZAFS08DWW F8DA54287E

	Catalogue Number	Description	Estimated availability if ordered today	Qty	Unit List Price (USD/\$)	Unit Net Price (USD/\$)	Total Net Price (USD/\$)
1	ZWAF1ESUT0	AFS ESS 8,8D TOTAL™ COVERAGE	Eff 8/1/2022 - 7/31/2023	1	1,520.00	972.80	972.80
2	ZWR0C0V1	RO COVERAGE FLR1 MULTI YEAR CLINICAL	Eff 8/1/2022 - 7/31/2023	1	322.00	206.08	206.08
3	ZWAF1ESUE0	AFS ESS 8,8D PREVENTIVE MAINTENANCE	Visit 9/2022	1	667.00	426.88	426.88
4	ZWAAZONE3	TRAVEL ZONE 3	Visit 9/2022	1	885.00	566.40	566.40
5	ZWAADADES	DADE AFS DECONTAMINATION	Visit 9/2022	1	433.00	277.12	277.12
6	ZF3000527	MAINTENANCE KIT ESS AFS/LX/RIOS	Ship 8/2022	1	382.00	244.48	244.48
7	ZLXUVLPL1	UV LAMP FOR TANKASM/RIOS/ELIX-L	Ship 8/2022	1	371.00	237.44	237.44
8	CDRC60201	60 GPD RO CARTRIDGE	Ship 8/2022	1	976.00	0.00	0.00
9	P90050US	Selective Micro Clean 750A	Visit 9/2022	1	110.00	70.40	70.40
10	CP2ALLREST	Q-GARD A2 POLISHING CARTRIDGE	Ship 8/2022	2	445.00	284.80	569.60
11	CDUFBC001	BIOPAK CLINICAL	Ship 8/2022	3	546.00	349.44	1048.32
12	CPAFSARKT	Milex + Tubing for Aeration Pump	Ship 8/2022	2	123.00	78.72	157.44
13	PR0G0T0S2	PROGARD TS2	Ship 8/2022	2	617.00	394.88	789.76
14	ZFREIGHT	Freight charges	Ship 8/2022	1	57.00	57.00	57.00
						Total(USD/\$)	5,623.7
					Year 1 - Suk	Total(USD/\$)	5,623.7

Grand Total(USD/\$) 5,623.72

Effective Dates 08/01/2022-07/31/2023



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# **Order Form** This form may be used in lieu of a hard copy Purchase Order, if the order total is under \$10,000. Ship to Address (Required): Bill to Address (Required): Purchase Order Number (Required)\*: Purchase Order Dollar Value (Required)\*\*: \*For credit card orders, please enter your name and a phone number in which to reach you. Customer Service will contact you upon entry to collect your credit card information. \*\*Please enter the total amount of your agreement, including any optional items, you wish to purchase in this field. Orders over \$10k will require a hardcopy purchase order. Please place a check next to your preferred invoice method (Required): Pay As You Go (invoices are issued as product ships or service is rendered) \_\_Prepaid (one invoice for the total amount of the agreement is issued upfront) MilliporeSigma Shipping Terms are Prepaid & Added MilliporeSigma FOB Terms are FOB Shipping Point Payment Terms are Net 30 Initial here to accept: \_\_\_\_\_

You may email or fax the completed form to NAOperations@Milliporesigma.com or 978-715-1561.

## MyMilli-Q™ Activation:

To enable the activation of MyMilli- $Q^{TM}$ , please provide the name (first and last), email, and phone number of the person who will be the main user of MyMilli- $Q^{TM}$ . Upon activation, this person will receive an email to activate MyMilli- $Q^{TM}$ .

Contact Name: _	 
E-mail:	

Phone Number:						
Please note that access to MyMilli-Q™ will require acceptance of additional Terms and Conditions that will be shown during the account creation process.						
□ Check this box if you do NOT want to benefit from MyMilli-Q™.						

### **GENERAL TERMS AND CONDITIONS OF SALE**

1. Applicability
1.1 hese terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between EMD Millipore Corporation or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Porducts") and services ("Sevices") indicated on Sales Documents. Sales Documents means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and spiping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall preval to the extent they are inconsistent with these Terms.

1.2 These Terms prevall over any Purchaser's terms regardless of when such terms are provided. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

Purchaser's order does not consulted acceptance of the statement of the services and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance.

Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance.

2. Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2. Unless otherwise agreed in writing. Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, (i) delivery of Products shall be made CPT Purchaser's Ship-To Address (INCOTERNS® 2020), (ii) freight costs shall be prepaid by Seller and added to its invoice to Purchaser, and (iii) title to Products (excluding any Software) shall past or Purchaser upon their arrival at the destination.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's order.

2.4 With respect to certain Products, Seller reserves the right to (a) require the purchaser of entire lots, and (c) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Seller's affiliates and distributions) at its sole discretion, without liability for any failure of performance which may result the Seller shall determine the location of Senters.

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2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorizations, or decisions ("Information"), and (b) promptly with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labeling ("Use Documents"), and (b) properly test, use, manufacture and market Products and or materials produced with Products.

3.2 Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including but not limited to the limited use label license, indicate that the Products are offered and sold for research purposes only. Purchaser has n

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the Software.

6.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse regineering, disassembly, de-compilation, modification or adaptation of the Software or the combiation of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

6.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate license agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

7. Limited Warranties

b.5 Any tepiadements, fixes or upgrades shall be provided at prices and payment terms as specified by Sellor.

Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Sellor.

7.1 Seller warrants to Purchaser that Products will conform to Seller's published specifications for (a) one (1) year from the date of shipment of Products or (b) the remaining shell life or the period prior to the expiration date of Product, whichever is shored that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller's shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the innety (90) day period after the performance of the applicable Services.

7.3 Seller warrants that the Software, including any upgrades thereto, will materially conform to published specifications for one (1) year from date of delivery.

7.4 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof). Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warranty.

7.5 The limited warranties set forth above do not apply unless; (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

7.6 The limited warrant

7.8 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of

Purchaser s breach or Section 6.4; (b) Purchaser's failure to promptly instain required updates; or (c) the operation or Purchaser or a third-party system or network in this Section, including the time limitations set forth in Sections 7.1, 7.2 7.9 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and it Seller is unable to repair or replace, Seller shall credit the price of such software (or the defective part thereof) and it Seller is unable to repair or replace, Seller shall credit the price of such software price of such Services at the pro-reta contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

Record of the transport of the transport, storage or use of Products or Software and (b) property of the transport, storage or use of Products or Software and (b) and property of the transport, storage or use of Products or Software and the transport, storage or use of Software and (b) and property of the transport, storage or use of Products or Software and the transport, storage or use of Products or special products or special products or special products or special orders) may not be returned under any circumstances. This to returned products sustom Products or special orders) may not be returned under any circumstances. This to returned Products shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

9. Initiation of Liability and Indemnification

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9. Experiment of the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the regigence, r

(a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitating, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtine costs, or any liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license tee of Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. Compliance with Laws

Purchaser shall comply with all applicable laws, regulations and ordinances, including but not limited to those pertaining the following, export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, the following export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, and the following export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, the following export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, the following export control pharmaceutical, ex

proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed or ally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Seller. Upon regular, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the pulcic domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

known to Putchaser at the time of dealth.

13. Force Majeure

Neither party, will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of ralitiles or materials; fire or explosion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.

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14. Miscellaneous
14. 1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fluctuary relationship between the parties is that of independent contractors or bind the other party in any manner whatsoever.

14.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

14.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether writen in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or noe of its affiliates.

14.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of Massachusetts without quining effect to any choice or conflict of law prov

Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.

14.8 Severability, If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceable such term or provision in any other jurisdiction.

14.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 3, 6, 7, 9, 12, 14.6 and 14.9.

14.6 and 14.9.

14.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorized representative of each party.

14.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfill its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy posted at www.sigmaaldrich.com/privacy.