

Hospital Vendor Contract Summary Sheet

1. ☒ Existing Vendor ☐ New Vendor
2. **Name of Contract:** Service Agreement Renewal
3. **Contract Parties:** Millipore Sigma and Mangum Regional Medical Center
4. **Contract Type Services:** Water purification technical and maintenance services
 - a. **Impacted Hospital Departments:** Lab
5. **Contract Summary:** Agreement allows Millipore to provide technical and maintenance services under the Service Total Plan which includes:
 - Unlimited troubleshooting/repair visits during normal business hours (Monday - Friday, 8am - 5pm).
 - All necessary spare parts replaced free of charge.
 - 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.
6. **Cost:** \$5,831.05
7. **Prior Cost:** \$5,623.72
8. **Term:** 1 year (08/01/2023-7/31/2024)
9. **Termination Clause:** Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors
10. **Other:**



EMD Millipore Corporation
400 Summit Drive
Burlington, MA 01803

Phone: (800) 645-5476
Fax: (800) 645-5439
Email:
CustomerCare@MilliporeSigma.com

Remit to:
EMD Millipore Corporation
25760 Network Place
Chicago, IL 60673-1257

www.emdmillipore.com


Our Ref SC-214701-3.1
March 30, 2023
Expiration Date: July 31, 2023

Mangum Regional Medical Ctr
Ms. Tonya Bowen
1 Wickersham Drive
Mangum, OK 73554
United States
+15807823353

Ms. Bowen,

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 1st 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

Mangum Regional Medical Ctr
 Ms. Tonya Bowen
 1 Wickersham Drive
 Mangum, OK 73554
 United States
 +15807823353

Our Ref SC-214701-3.1
 March 30, 2023
 Expiration Date: July 31, 2023

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 ZWR0C0V1	RO COVERAGE FLR1 MULTI YEAR CLINICAL	Eff 8/1/2023 - 7/31/2024	1	349.00	223.36	223.36
2 ZWAF1ESUT0	AFS ESS 8,8D TOTAL™ COVERAGE	Eff 8/1/2023 - 7/31/2024	1	1,650.00	1056.00	1056.00
3 ZWAF1ESUE0	AFS ESS 8,8D PREVENTIVE MAINTENANCE	Visit 10/2023	1	723.00	462.72	462.72
4 ZWAADADES	DADE AFS DECONTAMINATION	Visit 10/2023	1	470.00	300.80	300.80
5 ZWAAZONE3	TRAVEL ZONE 3	Visit 10/2023	1	960.00	614.40	614.40
6 ZF3000527	MAINTENANCE KIT ESS AFS/LX/RIOS	Ship 9/2023	1	414.00	264.96	264.96
7 PR0G0T0S2	PROGARD TS2	Ship 9/2023	2	675.00	432.00	864.00
8 P90050US	Selective Micro Clean 750A	Visit 10/2023	1	119.00	76.16	76.16
9 CP2ALLREST	Q-GARD A2 POLISHING CARTRIDGE	Ship 9/2023	2	478.00	305.92	611.84
10 CDUFBC001	BIOPAK CLINICAL	Ship 9/2023	3	586.00	375.04	1125.12
11 CPAFSARKT	Milex + Tubing for Aeration Pump	Ship 9/2023	2	132.00	84.48	168.96
12 ZFREIGHT	Freight charges	Ship 9/2023	1	57.00	62.73	62.73
Total(USD/\$)						5,831.05
Year 1 - Sub Total(USD/\$)						5,831.05
Grand Total(USD/\$)						5,831.05

Effective Dates 08/01/2023-7/31/2024
 Quote Expires 7/31/2023



Mangum Regional Medical Ctr
Ms. Tonya Bowen
1 Wickersham Drive
Mangum, OK 73554
United States
+15807823353

Our Ref **SC-214701-3.1**
March 30, 2023
Expiration Date: July 31, 2023

Order Form

This form may be used in lieu of a hard copy Purchase Order, if the order total is under \$10,000.

*******ALL FIELDS ARE REQUIRED*******

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

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 These 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 ("Products") and Services ("Services") 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 shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail 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.

1.3 Certain Products 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

2.1 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.

2.2 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 (INCOTERMS® 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 pass to 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 shipments are in whole or partial fulfillment of Purchaser's order.

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

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 site or another site under 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 (c) ensure that such Information is materially complete and accurate.

3. Use of Products

3.1 Purchaser shall (a) comply 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 for fitness for the intended purpose.

3.3 If the applicable Use Documents, including but not limited to the limited use label information, indicate that the Products are offered and sold for research purposes only, Purchaser has no express or implied authorization from Seller to use such Products for any other purpose, including, without limitation, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Purchaser shall not market, distribute, resell or export Products for any purpose, unless otherwise agreed by Seller in writing.

4. Inspection and Rejection of Nonconforming Products

4.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products and shall reimburse Seller for all costs incurred in collecting any late payments during the Inspection Period, furnishing evidence or other documentation if required. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.

4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

4.3 Any returns, if authorized, shall be handled in accordance with Section 8 below.

5. Price and Payment

5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed.

5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of eight percent (8%) per annum above the base interest rate of the European Central Bank or (b) the highest rate permissible under applicable law, calculated daily and compounding, until Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

6. Software and Use Documents License Terms

6.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 6, shall apply.

6.2 Seller grants Purchaser the right and license to use the copy of the Software and the Use documents as provided by Seller. The license rights granted herein may not be transferred to another party unless such party agrees in writing to comply with the terms of the Software and the Use Documents or in connection with any Products or Services shall not be transferred separately from such Products or Services.

6.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party license agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in 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 engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any jurisdiction 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

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 shelf life or the period prior to the expiration date of Product, whichever is shorter.

7.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Seller 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 ninety (90) day 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 not caused by Seller.

7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of normal wear and tear or lack of proper maintenance; or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

7.7 The limited warranty set forth in Section 7.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) not complying with Use Documents; (b) any misuse, theft, water damage, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorized installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

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 or a third-party system or network.

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 if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata 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.

8. Returns

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. diagnostic reagents; refrigerated or frozen products; custom Products or special orders) may not be returned under any circumstances. Title 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. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) 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) any 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 (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 limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee 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 to the following: export control, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, introduction or production and use of chemical substances (e.g. Toxic Substances Control Act, REACH), and bribery and corruption (e.g. Foreign Corrupt Practices Act and UK Bribery Act). Purchaser shall maintain in effect all required licenses, permissions, authorizations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products hereunder and assumes all responsibility for all shipments governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

11. Termination

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it 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 orally or disclosed limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the license fee 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.

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 facilities 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.

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 fiduciary relationship between the parties, and neither party shall have authority to contract for 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 written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one 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 giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Boston, 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 unenforceability shall not affect any other term or provision of the Agreement or invalidate or render 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.

14.10 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.sigmaldrich.com/privacy.