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Reference 16-1017-01

item	qty	description	unit price	total price USD
1	1	Agilent MR 400 NMR Spectrometer <ul style="list-style-type: none"> 400MHz Agilent Actively Shielded NMR Magnet System Agilent MR 400 NMR Electronics 400MHz Agilent / Varian 5mm ChemNMR probe RHEL workstation with Agilent 4.2J VNMR Software Factory inspection, testing, repair and refurbishment 		109,550
2	1	Services <ul style="list-style-type: none"> review site planning onsite installation and testing 90 day warranty commencing with system testing one year remote assistance 		38,250
		Total <ul style="list-style-type: none"> Transportation estimate Installation cryogenics estimate UPS (uninterruptable power supply) estimate 		147,800 add 3,500 add 4,400 add 3,400

Purchase Terms & Conditions

- All offers are for reconditioned and refurbished instrumentation
- All offers are subject to sale prior to receipt of payment.
- NMR Associate terms & conditions apply
- Local taxes, fees and permits are not included
- 40% due net 20 days after order
- 40% due net 20 days after shipment
- 20% due net 20 days after installation
- shipment within 30 days after initial payment
- 20% discount on repaired & replacement parts
- 20% discount on onsite repair services
- For orders received by November 1, 2016 transportation will be included at no cost.

For questions and assistance please contact Marty Marek

martymarek@comcast.net or 312 291 9135

For order processing and payment please contact Arnold Itkin

info@nmr-associates.com or 978 852 8316

NMR Associates Purchase Terms & Conditions
July 2016

Any applicable systems, or parts offerings in this quotation are to be considered refurbished and subject to availability .

Site Evaluation:	NMR Associates will assist in site planning upon request. All site plans, and drawings Provided by NMR Associates are recommendations based on original manufactures data.
Rigging	NMR Associates to provide all standard rigging for installation of magnet system. Additional or special rigging required to move or relocate NMR systems is not included in this quotation
Cryogen:	Unless specifically quoted, required cryogens for system relocation are not included in this quotation, however cryogens may be purchased directly from NMR Associates, and added to the quotation
Magnet systems:	NMR Associates practices and documents industry standard methods and OEM procedures for all magnet services. The responsibility of NMR Associates to return a cryomagnet to field after a system move, a magnet quench, or any other magnet related service, shall not extend beyond two unsuccessful attempts. After which additional expenses may be incurred. Unless otherwise specified all magnet services are done on a best effort basis. Monthly submission of detailed cryogen maintenance log is required.
Freight:	Unless specifically quoted transit insurance, and shipping expenses for this system relocation is not included in the above pricing.
Warranty:	The period of warranty is 90 days following demonstration of functionality for routine, one-dimensional ^1H and ^{13}C acquisition. Warranty covers labor required to restore the equipment to functionality for routine, one-dimensional ^1H and ^{13}C acquisition. This duration supersedes the attached warranty agreement duration., however, all other terms of the warranty apply. Complete system installation, including magnet, by NMR Associates,. personnel is provided as part of this quotation. System performance will be benchmarked during installation.
Parts:	Parts are not included in system moves unless specifically line itemed on quotation
Payment Terms:	Net 30 days, Legal and attorney fees incurred for delinquent, and non-payment of accounts will be the responsibility of the buyer
Taxes:	State and local taxes are not included, and all purchase orders must include written confirmation that the sale is either exempt from state and local taxes, or that the customer will directly remit any applicable taxes

NMR Associates Warranty Terms & Conditions

General Overview

NMR Associates agrees to service and maintain the quoted equipment for the period listed above. Coverage includes Magnet system, console electronics, and any associated peripherals delivered under the purchase of equipment as quoted. NMR Associates accepts service dispatches verbally, or written as needed from the said contractee. All associated labor, and travel expenses, are included in the quoted price.

NMR Associates, warrants that all work will be performed in a timely, competent manner using methods and techniques consistent with those employed within the industry. All work performed and replacement parts used will be guaranteed for the life of this agreement.

NMR Associates warranty, and or service contract coverage does not include system, or sub-module failure due to: negligence, fire, flooding, electrical voltage malfunctions including surges and brown outs, improper use, negligence, or acts of god. Replacement parts will be supplied directly from NMR Associate's inventory and, or test beds as required. In the event the replacement parts are not available from NMR Associates, Items will be purchased directly from the original equipment manufacturer at no additional charge to contractee.

Product and services: Seller hereby agrees to sell and Buyer agrees to purchase, on the terms and conditions set forth in this Agreement, and on the terms set forth now or hereafter in any Rider attached hereto and appropriately signed or initiated by Buyer and Seller, Products and/or Services for use at Buyer's Location(s). As to each Rider, Buyer represents and warrants to Seller that as of the Effective Date Buyer will not be obligated under the terms of any other contract to purchase Products or Services for Buyer's Location(s). In the event the foregoing representation and warranty proves to be false, Buyer hereby indemnifies and holds harmless Seller from and against all costs, damages or liabilities which Seller may incur in connection with any claim or claims asserted by any third party as a result thereof. Each party hereby indemnifies and holds harmless the other party from any actions, lawsuits, demands, claims, losses, expenses, costs (including legal fees) and damages arising from the injury, illness, or death of the indemnifying party's employees in any way related to Product supplied or Services performed by Seller under this Agreement, whether or not such injury, illness, or death is claimed to have been caused by, resulted from, or was in any way connected with the negligence of the party to be indemnified. Each party hereby waives any right of subrogation that such party, any insurer of such party, or any person making a claim through such party may have under this agreement.

Super-conducting magnet system:

De-energizing, resealing, pumping, re-energization, cryo-shimming, room temperature shimming. NMR Associates will attempt to bring magnet up a maximum of two times, after which an assessment of whether the magnet is permanently damaged will be determined. Magnet repairs related to frozen orings, ice blockage, and unexplained reactions from incorrect filling practices and general neglect are not covered under this contract. Magnet replacement is not covered under this agreement unless specified in quotation. Warranty coverage is only valid upon timely monthly submission of cryogen report log. Consumable cryogen, and gases are not covered under this warranty, and or service contract. Cryogen log book recording weekly fills, LHe monitoring and flow rates is required to be reported to NMR Associates on a monthly basis. Due to ice accumulation, physical measurements of LHe is required monthly to confirm functionality of electronic meter or if meter readings are suspect. Physical measurements of liquid cryogen is required if electronic measuring is not available, or has questionable results. Failure to maintain proper liquid helium and liquid nitrogen levels in superconducting magnets is the sole responsibility of the buyer.

RF Amplifier/pre-amp:

All associated RF Amplifiers and, or pre-amps will be repaired, or replaced as needed for the duration of the contract. **Exclusions:** failures caused by improper operation, misuse, or over cycling are not covered under this warranty, and or service contract.

Computers :

All associated computer hardware repairs and software reloads are covered under this contract. **Exclusions:** failures caused by improper operation, misuse, modification of programs, manufacturer's software related bugs, and loading of incompatible updates/patches are not covered under this warranty, and or service contract.

Networking:

All repairs related to communication with the NMR spectrometer is covered under this contract. NMR Associates will deliver equipment/software that is capable of external networking consistent with the industry standards. Internal LAN's and external web browsing is serviced on a best effort basis. NMR Associates agrees to work in common effort to subside any external networking issues.

Probes & Probe Glassware:

All glassware internal and external probehead, and variable temperature dewar's are covered under manufacturer's defects. Broken glassware is not covered under this warranty, and or service contract. Due to sample packing issues MAS stators are not covered under this warranty.

On-Site delays:

48 hour notification is required for any field dispatched services. Delays caused by buyer due to improper scheduling, accessibility to facility, lack of consumable cryogen, electricity or proper facility preparation will be subject to additional day rate services and related travel charges upon sole discretion of NMR Associates.

Payment:

Legal and attorney fees incurred for delinquent, and non-payment of accounts will be the responsibility of the buyer.

Damages:

NMR Associates liability for damages is limited to the quoted instrumentation. NMR Associates is responsible for products and services as described in the quotation according to terms as described in warranty. NMR Associates is not liable or responsible for any and all other losses or damages related.