**Purchase Order Executive Summary**

- **Supplier**: Meiji Techno America, Inc. (“Meiji Techno” or “Supplier”)
- **PO (framework) order number**: 5500006496
- **Amount not-to-exceed**: $5,000,000.00

**Dates:**
- **Start date**: May 1, 2016
- **End date**: June 30, 2021
- **Renewal term**: Option to extend up to 5 additional years.

**Total Cost of Ownership:**
- **Restocking fees**: 5% of purchase price for all items returned.
- **Delivery/Shipping fees**: Varies by transaction.
- **Extended warranty**: See terms and conditions below.

**Scope**: Supplier’s entire offering of goods and services.

**Administrative Information:**
- **How to order**: The University will reference this purchase order number when ordering.
- **Buyer**: Blake Reagan, J.D.
- **Buyer’s Email**: breagan@utk.edu
- **Supplier’s Representative**: Anthony Rivero
- **Supplier’s Email**: info@meijitechno.com
- **Supplier’s Customer Service Phone Number**: 1 (800) 832-0060

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1 The University intends for the executive summary to provide at-a-glance information about this agreement. The executive summary is for convenience only, and is not part of the agreement’s terms and conditions.

2 The Office of Procurement Services may increase this amount, if needed. This amount is required in the University’s procurement software system, and this amount does not represent a guarantee of spend or a maximum spend cap.
Part A: Background

a) The University issued a competitive bid solicitation for microscope suppliers on Saturday, February 27, 2016.

b) The University’s goal is to streamline the microscope procurement process to help improve its research procurement processes.

c) Supplier responded to the bid solicitation, and the University’s scoring committee determined that Supplier was qualified to win an award through the solicitation.

d) The University and Supplier intend for this agreement to cover Supplier’s entire microscope product line, Supplier’s entire microscope accessory line, and Supplier’s microscope training, warranty, service, etc.

e) The University’s departments may purchase any goods or services that fall within the scope of this agreement without additional formal bidding or sole-source approvals (no sole-source approvals are needed because this was bid). Note, however, that the University’s departments may negotiate discounts with Supplier when ordering high-volume, or when ordering high-priced goods or services.

Agreement: The parties agree as follows:

Part B: Agreement-specific terms

1) Scope: This agreement applies to Supplier’s entire product line for microscopes, including microscopes that Supplier creates after the start date of this agreement. This agreement covers new, used, and refurbished equipment. Further, this agreement covers warranty, training, etc. Where specific pricing is not included, the University and Supplier will negotiate prices.

2) Promotion: The parties will promote this agreement to the University research community.

3) Total Costs of Ownership:
   a. Prices:
      i. Prices: 15% discount from List Price.
      ii. Price Increases: Supplier shall not reduce its base discounts without obtaining written permission from the Director of Procurement Services.
iii. **Taxes:** Supplier will make reasonable efforts to ensure that it accounts for the University’s tax-exemption certificate. Supplier is responsible for obtaining University’s tax-exemption certification.

b. **Warranty:** Meiji Techno's *limited lifetime warranty* is applicable to the United States and Canada. This warranty supersedes any other warranty. Meiji Techno's *limited lifetime warranty* is subject to the following conditions:
   
i. **Warranty:** Warranty of Meiji Techno's products extends to the original purchaser of the Meiji product and is not transferable.

   ii. **Warranty Duration:** Meiji Techno warrants this product against defects in material and/or workmanship for the life of the instrument from the date of original purchase by the original purchaser. Electrical warranty is 90 days.

   iii. **Owners’ Registration Card:** Return of the owner's registration card by the original purchaser within 10 days after receipt of the original purchase is a condition precedent to coverage under this warranty. Meiji will at its option accept written proof of purchase from the original owner in lieu of a product registration card.

   iv. **Warranty Coverage:** Meiji Techno will repair or replace, at its option, any instrument which under normal conditions of use and service proves to be defective in material or workmanship. No charge will be made for labor or parts with respect to defects covered by this warranty, provided that the work is done by Meiji Techno. This warranty does not cover expenses incurred in the removal or reinstallation of any instrument or instruments, whether or not proven defective. Replacement or repairs furnished under this warranty are subject to the same terms and conditions of the original warranty.

   v. **Exclusions and Limitations:** Specifically excluded from this warranty are failures caused by abuse, neglect, misuse, improper operation, normal wear, accident, improper maintenance or modification. This warranty does not cover repair or replacement where normal use has exhausted the life of a part or instrument. All mechanical devices need periodic parts replacement and service to perform well. Service life of an instrument is dependent upon the care it receives and the conditions under which it has to operate. In no event shall Meiji Techno be liable for incidental or consequential damages.
vi. **Service:** To obtain service under this warranty, please contact Meiji Techno at 1-800-832-0060 and ask for the Product Service Department. State the nature of the problem, model and serial number of the instrument, date of purchase and location and name of Dealer purchased from. After verification of warranty registration, Meiji Techno will issue a return authorization number. Customer may then return the product postage prepaid and insured to:

MEIJI TECHNO AMERICA, INC.
5895 Rue Ferrari
San Jose, CA 95138

In most instances, requests for warranty service will be performed in a prompt and routine manner and merchandise will be returned in a reasonable period of time or at Meiji Techno's convenience. In some cases, requests for warranty service are received which are not justified. In these cases, Meiji Techno will provide an explanation for non-warranty action.

vii. **Warranty Terms:** The terms of this warranty may not be varied by any person, whether or not purporting to represent or act on behalf of Meiji Techno. The limited lifetime warranty provided is in lieu of any and all warranties, expressed or implied, whether for merchantability or fitness for a particular purpose or otherwise. Liability for consequential damages under any and all warranties are excluded to the extent exclusions are permitted by law. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. This warranty sets forth the customer's exclusive remedy, with respect to defective products. This limited warranty shall become null and void in the event of a violation of the provisions of this limited warranty.

c. **Shipping:**
   
i. **Insurance:** Supplier shall offer shipping insurance to the University. Insurance cost of each shipment is included in the cost of freight.

   ii. **FOB:** FOB Shipping Point

   iii. **Shipping costs:** University is responsible for all shipping costs. Supplier will add all shipping costs to University's invoice, unless otherwise stipulated by Supplier.

   iv. **Damages and Inspection:** Each shipment will be carefully inspected by trained Meiji Techno America Incorporated personnel prior to transit and University must thoroughly inspect each delivery upon receipt. Failure to reject any delivery upon receipt shall constitute acceptance of that delivery
and shall be deemed a waiver of any other right to reject or revoke acceptance. All claims arising from over, short, defective or damaged goods shall be made within ten (10) days of receipt and should reference the original purchase order. Meiji Techno America Incorporated may in its discretion require payment of a restocking fee as a condition to authorizing a return.

CREDIT CANNOT BE ALLOWED FOR MERCHANDISE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION. All original containers and packing materials must be returned with a shipment to insure proper credit. Credit and/or replacement will be given against University’s account

d. **Cancellation:** Please contact Meiji Techno America directly at 1 (800) 832-0060 or email Meiji Techno America at info@meijitechno.com if you need to cancel your order. Since most orders ship within a day of being placed, it is best to speak with us to make sure the order is cancelled before it ships.

e. **Re-stocking:** Supplier may charge the University a restocking fee of 15% of the University’s purchase price.

f. **Returns:** Meiji Techno America has a 14-day full inspection return policy. Meaning University has 14 days from the receipt of purchase to test and inspect the product(s). If the product(s) somehow does not fit University’s requirements or is not to University’s expectations, University must contact Meiji Techno America as soon as possible for a Return Merchandise Authorization (“RMA”) number. Once an RMA has been established, just send back the undesired product(s) within the 14 days with its original box and packing in resalable condition. Customers are responsible for all return shipping cost and fees. All returns must be accompanied with an RMA number. University may contact Meiji Techno America via phone (Toll Free) 1 (800) 832-0060, send Meiji Techno America a message at our Contact Us page or email us directly at info@meijitechno.com.

If contacted within the 14 day inspection period for a return, we will refund your entire purchase price, excluding the shipping and handling costs.

To request a RMA number, please included the following:
• First and last name
• Phone number
• E-Mail address
• Order number, invoice number, or purchase order number
• Product model (i.e. EM-21, SKT-2BT/LED, etc.)
• Purchase date
• Detailed description of why University are returning the product(s)
Upon receiving an RMA number from our office, University may return the item within 14 days of the original purchase receipt. Without an RMA number, University’s item will be returned to sender at University’s expense, so please be sure to only send the product(s) back that the RMA number issued for.

Once the product is received at our facilities, it will be processed by our Returns & Exchanges department. Items returned must be received back in the same, new condition with all original packing material and accessories that it was originally shipped in order to receive a full refund, excluding the shipping and handling cost. If this is not the case, a re-stocking fee will be assessed. Customers are responsible for all return shipping cost and fees.

If University have received a defective product(s), University must contact Meiji Techno America within 14 days to resolve the issue and let Meiji Techno America know that there is a problem with the product(s) University received. After 14 days, University’s purchase will be automatically covered by our warranty service.

Return Instructions

If University are unsatisfied and want to return an item, please follow the instructions below:

Product(s) returns must be pre-approved prior to shipping:
Contact Meiji Techno America via phone (Toll Free) 1 (800) 832-0060, send Meiji Techno America a message at our Contact Us page or email Meiji Techno America directly at info@meijitechno.com, for a return authorization number (RMA). Once an RMA number has been received, include it on the copy of the original purchase receipt in the box and also written on the outside of the returned shipping box for faster processing. Product(s) returned without an RMA will be returned to the sender at University’s expense, so please do not send any product to Meiji Techno America without prior approval. Customers will be responsible for all return shipping cost and fees.

Product(s) returns must be re-packaged in original shipping materials:
The items must be returned in the original packing material and received in "like new" condition. Using other packing may result in a 10% restocking fee deducted from University’s refund amount.

All items and accessories must be returned:
Items missing parts or accessories will not be acceptable for refund or have at least 25% deducted from the refund amount.

Product(s) returns must be received in new condition:
Product(s) showing marks, such as scratches and dents, etc., due to usage will not be approved for a refund.

After 14 days:
Returns will be considered on a case by case basis, and will include a restocking fee if approved.

Damaged product(s):
If University’s item is damaged during shipping, please report these damages to the shipping company responsible and request a damage claim number and forward it to Meiji Techno America. Please also take pictures of the damages and email them to Meiji Techno America. We will have the shipping company pick up the damaged package(s). Upon receipt of the claim number from University or the shipping company, Meiji Techno America will ship University’s replacement product(s).

Exchange Instructions

If University would like to exchange the product(s), please follow the instructions below:

Product(s) exchange must be pre-approved prior to shipping:
Contact Meiji Techno America via phone (Toll Free) 1 (800) 832-0060, send Meiji Techno America a message at our Contact Us page or email Meiji Techno America directly at info@meijitechno.com, for a return authorization number (RMA). Once an RMA number has been received, include it on the copy of the original purchase receipt in the box and also written on the outside of the returned shipping box for faster processing. Product(s) returned without an RMA will be returned to the sender at University’s expense, so please do not send any product to Meiji Techno America without prior approval. Customers will be responsible for all return shipping cost and fees. Upon receiving the product(s), Meiji Techno America will ship out the desired exchange product(s).

Product(s) exchange must be re-packaged in original shipping materials:
The items must be returned in the original packing material and received in "like new" condition. Using other packing may result in a 10% restocking fee deducted from the total exchange amount of the original purchase receipt.

All items and accessories must be returned:
Items missing parts or accessories will not be acceptable for exchange and will be returned to the sender at University’s expense.

Product(s) exchange must be received in new condition: Product(s) showing marks, such as scratches and dents, etc., due to usage will not be approved for an exchange.

After 14 days:
Returns will be considered on a case by case basis, and will include a restocking fee if approved.

Damaged product(s):
If University’s item is damaged during shipping, please report these damages to the shipping company responsible and request a damage claim number and forward it to Meiji Techno America. Please also take pictures of the damages and email them to Meiji Techno America. We will have the shipping company pick up the damaged package(s). Upon receipt of the claim number from University or the shipping company, Meiji Techno America will ship University’s replacement product(s).

If the amount of the original purchase product(s) is different from the desired product(s):
When the amount of the original purchase product(s) is different the desired exchange product(s), Meiji Techno America will refund University the entire amount of the original purchased product(s), and University would need to purchase the desired product(s) from the store. Creating a new order. Since Meiji Techno America do not store the method of payment information on file, Meiji Techno America cannot charge the differences of the two product(s).

4) Supplier Compliance Verification:
   a. Self-Verification: Supplier shall make reasonable efforts to ensure that it complies with the pricing in this agreement.
   b. Data: Supplier shall provide the University’s Office of Procurement Services with the following data no later than January 15, April 15, July 15, October 15:
      a. Data: University PO number;
      b. Quote Number;
      c. Invoice Number;
      d. Invoice Date;
      e. Department Name;
      f. Order Date;
      g. Delivery Date;
h. Vendor Item Code;
i. Item Description;
j. List Price;
k. Order Method;
l. Discount;
m. Method of Payment;

Part C: Payment and Credit Terms:
Terms are net thirty (30) days from date of each invoice subject to Buyer maintaining credit arrangements satisfactory to Meiji Techno America Incorporated. Meiji Techno America Incorporated reserves the right to revoke credit terms extended to Buyer in the event (i) Buyer fails to pay for any goods or services, previously or subsequently delivered or performed, when due, or (ii) in the sole judgment of Meiji Techno America Incorporated there has been a material adverse change in Buyer’s financial condition. Upon such determination, Meiji Techno America Incorporated shall have the right to demand payment or other assurances which it deems adequate before shipment or performance of any other goods or services.

Part D: General Terms

1) Term:
   a. Initial Term: The initial term of this agreement begins May 1, 2016 and ends at 11:59 PM Eastern Time on June 30, 2021.

   b. Renewal Term: Upon mutual written agreement, the parties may extend this agreement for up to 5 years, with a final end date of June 30, 2026.

   c. Auto Renewal Prohibited: This agreement does not automatically renew.

2) Unrestricted Termination: The University may terminate this agreement for any reason by giving the Supplier at least 30 days’ prior notice. Upon receiving the University’s notice, the Supplier shall stop all work.

3) No Obligation on University to Make Purchases; Not Exclusive:
   a. No Obligation to Purchase: The parties agree that this agreement does not obligate University to make any purchases from Supplier.

   b. Not Exclusive: This agreement does not create an exclusive arrangement between University and Supplier.
4) **University’s Responsibility Regarding Delivery Locations**: If applicable, Supplier shall supply University with environmental specifications for certain Products, such as specifications for power, water, and HVAC. University is solely responsible for University ensuring that the location intended for such Product meets these specifications prior to delivery of the Product. University’s failure to fully prepare the intended location to meet such specifications will not be deemed reason for non-payment of any invoice.

5) **Compliance; Monitoring; Audit**:
   a. **Compliance**: Supplier shall make reasonable efforts to ensure that it complies with the terms and conditions of this agreement.
   
   b. **Monitoring**: University will monitor Supplier’s performance at all times. Supplier shall cooperate with University in University’s efforts to monitor Supplier’s performance.
   
   c. **Records; Audit**:
      i. **Records**: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles.
      
      ii. **Audit**: During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the state of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.

6) **Illegal Immigrants**: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

7) **Modification; Wavier**:
   a. **Modification**: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of both parties. Only the University’s authorized officials have the authority to bind the University. A list of the University’s authorized officials is located here: [http://treasurer.tennessee.edu/contracts/contractssignature.html](http://treasurer.tennessee.edu/contracts/contractssignature.html).
   
   b. **Waiver**: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
8) **Force Majeure:** Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.

9) **Dispute Resolution:** The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action. Accordingly, the parties shall make good faith efforts to resolve any disputes amicably.

10) **Assignment:** This agreement is personal to the University, and the University may not assign its rights or delegate its duties under this agreement.

11) **Waiver of Claims:**
   a. **Respondent’s Intent:** Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
   
   b. **Irrevocable Waiver:** Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
   
   c. **Materiality:** The University and Supplier state that this clause is material to this agreement.

12) **University Policies:**
   a. **Non-Solicitation:** Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: [http://policy.tennessee.edu/fiscal_policy/fi0325/](http://policy.tennessee.edu/fiscal_policy/fi0325/)
   
   b. **Gift Acceptance:** Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: [http://policy.tennessee.edu/fiscal_policy/fi0717/](http://policy.tennessee.edu/fiscal_policy/fi0717/)

13) **Notice:**
   a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
   
   b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and

ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Supplier:
Meiji Techno America, Inc.
5895 Rue Ferrari,
San Jose, CA 95138
USA

University:
The University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37921-5946
ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: procurement@tennessee.edu

d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

14) Registration with Tennessee Department of Revenue: In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Supplier hereby attests that it has registered with the State of Tennessee’s Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement.

15) Use of University Intellectual Property: Except as allowed in this section, Supplier shall not use the University’s name, logo, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.

16) Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
17) **Export Control**: University shall comply with all applicable laws governing export control. Further, University shall not, directly or indirectly, transmit, deliver, send or export any product to any foreign country (i) in violation of any of the United States export control laws or regulations, and (ii) without first obtaining the express written consent of Supplier.

18) **Nature of Parties**: The parties intend for Supplier to be an independent contractor. Accordingly, Supplier is responsible for all taxes and insurance related to this agreement.

19) **Severability**: The parties intend as follows:
   a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
   b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
   c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

20) **Entire agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event Supplier’s website, mobile applications, or other platforms contain click-wrap, browse-wrap, or shrink-wrap terms and conditions, Supplier states that such terms and conditions do not apply to University.

**Approved:**

[Signature]

Blake Alan Reagan

5/24/2016 | 16:28:57 ET

Dir. of Procurement Services