

Contract Renewal

Supplier: **VWR International, LLC**
100 Matsonford Road, Suite 200
Radnor, PA 19087

Contact: Brian Witkin, Director, Region Sales
314-753-3065
Brian.witkin@vwr.com; brian.witkin@avantorsciences.com

Financials ID: 0000008811

Description of Contract and Scope: Scientific Supplies and Equipment - This contract shall cover the procurement of scientific supplies and equipment from VWR for the University of Kansas during the contract period referenced below.

Agency: University of Kansas
Agency Location: Lawrence, KS 66045

Subdivisions: Pricing *is not* available to the subdivisions of the State of Kansas

Date of Original Award: November 20, 2019

Period of Contract: December 1, 2019 through June 30, 2028

Contract Fees/Pricing Schedules: See attached

Contract Number: **19030019**
E&I Contract Number: CNR01459

Procurement Contact: Ramia Whitecotton
Telephone: 785-864-1425
Email Address: rmwcotton@ku.edu
Web Address: <http://procurement.ku.edu/>



**AMENDMENT NUMBER 4
TO MASTER AGREEMENT CNR01459
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
VWR INTERNATIONAL, LLC**

This **AMENDMENT NUMBER FOUR** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **VWR International, LLC**, 100 Matsonford Road, Suite 200, Radnor, PA 19087 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Laboratory Supplies and Services, dated July 1, 2018 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. In accordance with Section II of the Agreement, the Parties desire to extend the Agreement for a further term of five (5) years effective July 1, 2023 through **June 30, 2028**.
2. The Parties agree to include the following as a new section under Attachment A – (II) Program Pricing –
 - (i) Members Fuel Surcharge - Supplier offers to pay for Members fuel surcharge (FSC), regardless of their Program Participation Tier, on all orders placed effective **July 1, 2023**. Supplier reserves the right to charge Members for FSC, if diesel prices increase above \$7.50 per gallon on the national average. Upon such increase, Supplier will notify E&I of the proposed charges and provide ongoing calculation for the FSC. Supplier will revert to paying FSC for Members if the national average of diesel prices decreases below \$7.50 per gallon.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of May 1, 2023.

VWR INTERNATIONAL, LLC

DocuSigned by:

Signature

Matt Lope
Printed Name

Vice President of Sales
Title

5/19/2023 | 4:24 PM EDT
Date

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:

Signature

Jill Schunk
Printed Name

Sr. Vice President, Sourcing
Title

5/22/2023 | 9:54 AM EDT
Date

Contract Award

Date of Award: November 20th, 2019

Contract Number: 19030019

E&I Contract Number: CNR01459

Buyer: David Thompson

Telephone: 785-864-2331

E-Mail Address: rockchalk7@ku.edu

Web Address: <http://procurement.ku.edu/>

Item: Scientific Supplies and Equipment

Agency: The University of Kansas

Location(s): Lawrence, Kansas

Period of Contract: December 1st, 2019 through June 30, 2023
(option of one (1) five (5) year renewal)

Contractor: VWR International, LLC

Radnor Corporate Center

Building one, Suite 200, P.O. Box 6660

100 Matsonford Road

Radnor, PA 19087-8660

Contact: Mitchell Shahan Phone: 816-491-5088

Email: mitchell.shahan@vwr.com

Financial ID: 0000008811

Prices: See attached

Scope: This contract shall cover the procurement of scientific supplies and equipment from VWR for the University of Kansas during the contract period referenced above.

Subdivisions: Pricing *is not* available to the subdivisions of the University of Kansas.

The above referenced contract award was recently posted to the University of Kansas contract portal. Please contact the listed buyer for contract information.

**Letter of Participation
E&I/VWR Exclusive Supplier Agreement**

E&I Member Institution Name : University of Kansas

E&I Member Number 005173

E&I Member Contact Name University of Kansas: Purchasing Office

Street 1246 W Campus Road

City Lawrence **State** KS **Zip** 66045

Phone (785) 864-5800 **Fax** () **Email** purchasing@ku.com

A. On the first day of the month following the executed signature of this Letter of Participation ("LOP") by the signature parties below ("Effective Date"), University of Kansas ("MEMBER") will become a participating member of the E&I/VWR Master Agreement CNR01459 ("AGREEMENT") limited to VWR's Exclusive Program only. MEMBER represents and warrants that it has reviewed the terms and conditions of the AGREEMENT. MEMBER agrees that by enrolling to participate under the AGREEMENT, MEMBER shall be bound by the terms and conditions of the AGREEMENT as supplemented by Supplemental Contractual Provisions Attachment attached hereto as Exhibit 1. Except as modified herein, all purchase orders issued by MEMBER will be governed only by the terms and conditions of the AGREEMENT, notwithstanding any conflicting, inconsistent, or additional preprinted terms or conditions of either party appearing elsewhere; provided, however, that the installation terms for purchase orders for the installation of scientific laboratory equipment or furniture will be as set forth on VWR's quotation form.

B. E&I and VWR may, from time to time, agree to amendments that alter this AGREEMENT's benefits and terms, and in such cases, MEMBER will receive the altered benefits, subject to the MEMBER's right to termination as described in Section F below.

C. Pricing will be loaded for each member account specified upon the Effective Date of the signed LOP. Pricing will not be retroactive, and will supersede any existing pricing.

D. MEMBER hereby commits to utilizing VWR International as a Supplier for Exclusive laboratory supplies, chemicals, equipment, and services distributed by VWR.

E. MEMBER hereby acknowledges and understands that the information provided to MEMBER that is contained in the AGREEMENT, including, but not limited to pricing information, is proprietary and confidential. MEMBER thereby commits to treating such information as confidential, to the extent permitted by local, state, and federal laws, and will use reasonable efforts to safeguard the information and to prevent unauthorized, negligent or inadvertent disclosure thereof. MEMBER shall provide VWR with three (3) business days' notice, or the maximum amount permitted by law, prior to disclosing any VWR Information pursuant to a third-party request for disclosure under federal or state freedom of information law(s) or regulation(s).

F. In the event that VWR's relationship with E&I expires or terminates, MEMBER shall be granted the same terms, and this Agreement shall continue in full to remain in full force and effect, unless terminated by either party in accordance with the terms of this Section F. Both MEMBER and VWR may terminate this LOP for convenience with thirty (30) days written notice to the non-terminating party. In the event of any termination or expiration of this LOP, MEMBER shall be billed immediately for products shipped through the effective date of such termination or expiration.

IN WITNESS HEREOF, the parties have caused this Letter of Participation to be executed as of the date of last execution.

VWR INTERNATIONAL LLC ("VWR")


Signature:

Michael Fitzpatrick

Name:

Regional Director: Midwest + Southwest

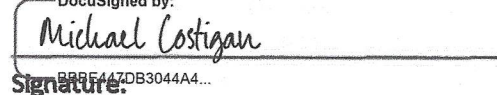
Title:

11/20/2019

Date:

E&I COOPERATIVE SERVICES, INC. ("E&I")

DocuSigned by:


Signature: BBBF447DB3044A4...

Michael Costigan

Name:

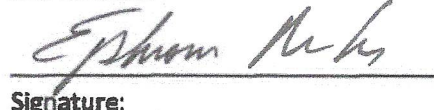
Portfolio Support Executive - Research & Academic Healthcare

Title:

11/20/2019 | 10:32 AM EST

Date:

E&I MEMBER


Signature:

005173

Member Number:

University of Kansas

Member Institution Name:

Ephrom Marks

Member Contact Name:

Associate Director Procurement Services

Title:

11/20/2019

Date:

Enrollment

Members can participate in the Exclusives program on the first day of the month following mutual execution of the Letter of Participation by Member, Supplier and E&I.

Complete, sign and return the E&I/VWR Letter of Participation to VWR at GPOManagement@vwr.com and to Mike Costigan at E&I, mcostigan@eandi.org.

Exhibit 1: SUPPLEMENTAL CONTRACTUAL PROVISIONS ATTACHMENT

This Exhibit 1 to the Letter of Participation is entered into by the University of Kansas ("University") and VWR International, LLC ("Contractor" or "Supplier" and together with the University, the "Parties") pursuant to E&I Master Agreement # CNR01459, between VWR International, LLC and Educational and Institutional Cooperative Services, Inc. ("E&I") for the provision of Laboratory Supplies and Services ("Products") effective as of July 1, 2018 as subsequently amended (together with its exhibits and attachments, the "E&I Agreement"). As a Party to this Agreement, the University, agrees to become a participant under the E&I-VWR Cooperative Purchasing Agreement CNR01459 and acknowledges the Terms and Conditions therein by signing the Letter of Participation to the E&I Agreement, and made a part of this hereof and integrated herein by reference and to be bound to the Terms and Conditions as contained therein, except as specifically amended in this Exhibit. This Exhibit 1, the LOP and any exhibits attached hereto shall be collectively referred to as this "Agreement" or "Contract". In addition to their mutual obligations set forth in the E&I Agreement, the Parties further agrees, as follows –

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this Exhibit 1 attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified. All capitalized terms used but not defined herein shall have the meanings given such terms in the Agreement.
 2. **Disclaimer Of Liability:** No provision of this Contract will be given effect that attempts to require the University of Kansas or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any Contractor's acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
 3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the University may terminate this Agreement at the end of its current fiscal year. The University agrees to give written notice of termination to Contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in the Contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment/products provided under the Contract for which it has not been paid. The University will pay Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement under this provision, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Contractor.
 4. **Kansas Law and Venue:** All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this Agreement shall reside only in courts located in the State of Kansas.
 5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the Contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year. In accordance with the Governor's Executive Order 18-04, the University has policies prohibiting sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://policy.ku.edu/> and provide for confidentiality and anonymous reporting.
- Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.
6. **Acceptance Of Contract:** This Contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403).

8. **Authority To Contract:** By signing this contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Contract.

10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this Contract shall restrict the University's ability to produce this Contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this Contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or Contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Remaining Terms Unchanged.** Except as modified by this Exhibit 1, all terms and conditions of the Agreement remain unchanged and in full force and effect.

15. **Miscellaneous.** This Exhibit 1, together with the Agreement, represent the entire understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements or understandings, oral or written, by or between the Parties with respect to the subject matter hereof. In the event of any inconsistency between this Exhibit 1 and the Agreement, this Exhibit 1 shall control. This Exhibit may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

VWR INTERNATIONAL LLC

Signature:

Michael Fitzpatrick

Name:

Regional Director: Midwest & Southwest

Title:

11/20/2019

Date:

UNIVERSITY OF KANSAS

Signature:

Ephrom Marks

Name:

Associate Director Procurement Services

Title:

11/20/2019

Date:



**AMENDMENT NUMBER 1
TO AGREEMENT CNR01459
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
VWR INTERNATIONAL, LLC**

This **AMENDMENT NUMBER ONE** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **VWR International, LLC**, 100 Matsonford Road, Suite 200, Radnor, PA 19087 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Laboratory Supplies and Services, dated July 1, 2018 ("Agreement"); and

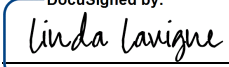
WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. All references to the term "Scientist.com" are hereby deleted from the Agreement.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of March 6, 2019.

VWR INTERNATIONAL, LLC

By: 
335CE91A0670428...

Name: Linda Lavigne

Title: Director, National Accounts

Date: 3/7/2019 | 12:36 PM EST

Address (for Notices):
VWR International, LLC
100 Matsonford Road, Suite 200
Radnor, PA 19087
Federal Tax ID: 91-1319190

E&I COOPERATIVE SERVICES, INC.


By: 
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Business Development Officer

Date: 3/7/2019 | 12:55 PM EST

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459

DS


3/7/2019 | 12:40 PM EST



Master Agreement

VWR International, LLC
Laboratory Supplies and Services
Master Agreement Number CNR01459
July 1, 2018

This Master Agreement (the "Agreement") is effective as of July 1, 2018 by and between VWR International, LLC, a Delaware limited liability company with offices located at 100 Matsonford Road, Suite 200, Radnor, PA 19087 (hereinafter referenced as the "Supplier" or "VWR"), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on the RFP# 683309 for Laboratory Supplies and Services, all addenda, Supplier response, best and final offer, and negotiations.

I. Scope

This national Agreement shall be made available to all E&I Member Institutions (as listed in the Official Member List, as updated from time-to-time, to be provided to the Supplier), their divisions, subsidiaries and affiliates ("Member Institution(s)" or "Member(s)") upon the mutual execution of the Letter of Participation between the Member Institution, E&I and the Supplier. The Letter of Participations may be updated from time to time as mutually agreed between Supplier and E&I. In addition, if E&I or any of its affiliates elect to participate in the Agreement by executing a Letter of Participation, they shall be considered Member Institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Member Institutions. Any purchases or commitment to purchase products and/or services, made under this Agreement shall be made by the individual participating Member Institutions and any resulting contract shall be between the Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for five-(5) years effective July 1, 2018 through June 30, 2023, with the option of one (1) five-(5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal option will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing, Incentives, and Commercial Terms

The pricing, incentives, and commercial terms of this Agreement are set forth in Attachment A. Supplier is authorized to offer participating Members enhanced pricing, special promotions, and special quotations on a case-by-case basis or under a Member Specific Agreement ("MSA") and all such purchases by participating Members shall be considered transactions under this Agreement.

IV. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member Institution that are mutually agreed upon between the Member Institution and the Supplier, the terms and conditions contained in this Agreement, including Attachment A, Attachment B, and Attachment C and the negotiated changes as identified therein, shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier or Member document (including, without limitation, purchase order, invoice or acknowledgment form) which are inconsistent with the terms and conditions of this Agreement shall have no effect.



Master Agreement

VWR International, LLC
Laboratory Supplies and Services
Master Agreement Number CNR01459
July 1, 2018

Notwithstanding anything to the contrary herein, Master Agreement Number CNR01163, effective between Supplier and E&I as of July 1, 2007, (the "2007 Master Agreement") will continue in full force and effect with respect to existing Member enrollments thereunder through the earlier of (i) the termination or expiration of 2007 Master Agreement or (ii) such Member's execution of a Letter of Participation under this Agreement.

E&I and Supplier may, from time to time, agree to amendments that alter this Agreement's benefits and terms, and in such cases, Members will receive the altered benefits, subject to the Member's right to termination as described in the Letter of Participation.

V. Entire Agreement

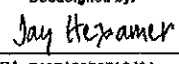
This Agreement together with the Attachments annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. No amendment, modification, or waiver of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound, and, in the case of a waiver, will be effective only in the specific instance and for the specific purpose for which given and not construed as a waiver of any subsequent breach. Documents subject to Freedom of Information Act will only be released after award.

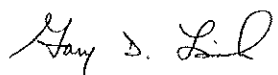
VI. Member List

The Official list of E&I Member Institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed and updated monthly.

VII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

VWR International, LLC
Supplier
Signed by:

Signature
Jay Hexamer
Printed Name
Senior Vice President
Title
June 8, 2018
Date

E&I Cooperative Services, Inc

Signature
Gary D. Link, C.P.M.
Printed Name
Sr. Vice President, Consulting Group & Contracts
Title
June 11, 2018
Date



Master Agreement

VWR International, LLC
Laboratory Supplies and Services
Master Agreement Number CNR01459
July 1, 2018

Attachment A – Pricing, Incentives, and Commercial Terms

Table of Contents.

- I. Program Participation Tiers
- II. Program Pricing
- III. Program Incentives
 - a. Rebates
 - b. VSR+, Business Process Consultants (BPC) and Scientist.com
 - c. Discretionary Member Incentives
- IV. Member Termination Rights
- V. Miscellaneous

Exhibits. In addition to the terms and conditions set for in this Attachment A, the following exhibits are referenced hereto and incorporated herein by reference:

- Exhibit A-1: General Discount Schedule
- Exhibit A-2: Tiered Market Basket
- Exhibit A-3: Healthcare Market Basket
- Exhibit A-4: Science Education Market Basket
- Exhibit A-5: Exclusives Market Basket
- Exhibit A-6: Furniture Market Basket
- Exhibit A-7: Freight Matrix
- Exhibit A-8: Supplier Return Goods Policy

I. Program Participation Tiers

The pricing and discount percentage for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Pricing for enrolled Members will be loaded on the first business day of the month after the effective date of the Member's Letter of Participation. Any pricing or incentives offered under this Agreement are expressly subject to the confidentiality obligations of Attachment C. E&I shall use commercially reasonable efforts to provide notification of Market Basket, General Discount Schedule and incentives documentation requests to Supplier, including implementing an electronic Request for Information ("RFI") form that Members will be requested to complete to receive the documentation upon the Effective Date. Supplier will be notified upon submission of the RFI. Notwithstanding the foregoing, E&I shall provide notice to Supplier when E&I Members who are not enrolled to participate under this Agreement ("Non-Enrolled Member") request information on pricing or incentives offered herein. E&I cannot release such pricing or incentive information until Supplier and Non-Enrolled Member have mutually executed a confidentiality agreement.

Upon enrollment, E&I Members have the option to participate in the following programs subject to the terms and conditions contained herein:

- a) **Tiered Program.** Tier participation allows Members to enroll in the Basic, Co-Primary or Primary Tier based on commitment requirements and allows for the flexibility to move tiers to



Master Agreement

VWR International, LLC
Laboratory Supplies and Services
Master Agreement Number CNR01459
July 1, 2018

accommodate changing goals. To participate under this Agreement Members must enroll by completing the applicable Letter of Participation. Members will meet with Supplier annually to conduct business reviews and evaluate compliance with the tier commitments.

- i. **Basic Tier.** Members can participate in the Basic Tier upon mutual execution of the Basic Tier Letter of Participation by Member, Supplier and E&I or via the online enrollment process available at E&I's website. Further, to be eligible for this tier, Member shall:
 1. Demonstrate intent is to purchase laboratory supplies from Supplier under this Agreement;
 2. Use reasonable efforts to provide campus access to Supplier sales team;
 3. Make Supplier's full portfolio available for purchase to end users; and
 4. Meet with Supplier annually to conduct business reviews and evaluate compliance with tier commitments.
- ii. **Co-Primary Tier.** Members can participate in the Co-Primary Tier upon mutual execution of the Co-Primary Tier Letter of Participation by Member, Supplier and E&I. Member can only participate in this tier if Member has an eprocurement system that supports a punch-out catalog (Such as Ariba, Jaggaer, Unimarket, Coupa, etc.). Further, to be eligible for this tier, Member shall:
 1. Encourage and promote the use of this Agreement and Supplier's Co-Primary status via campus wide communication.
 2. Use reasonable efforts to provide campus access to Supplier's sales team.
 3. Make Supplier's full portfolio available for purchase to end users.
 4. Provide Supplier's full portfolio with equal positioning and representation on eprocurement systems as compared to the competition.
 5. Provide Supplier with endorsement from procurement department to gain access to all Member's local manufacturers' special pricing.
 6. Use reasonable efforts to consider Supplier for large projects like furniture and new department build-outs.
 7. Meet with Supplier twice annually to conduct business reviews and evaluate compliance with tier commitments.
- iii. **Primary Tier.** Members can participate in the Primary Tier upon mutual execution of the Primary Tier Letter of Participation by Member, Supplier and E&I. Member can only participate in this tier if Member has an eprocurement system that supports a punch-out catalog (Such as Ariba, Jaggaer, Unimarket, Coupa, etc.). Further, to be eligible for this tier, Member shall:
 1. Encourage and promote the use of this Agreement and Supplier's Primary status via campus, department and site wide communication.



Master Agreement

VWR International, LLC
Laboratory Supplies and Services
Master Agreement Number CNR01459
July 1, 2018

2. Provide consistent tri-lateral communication to key manufacturer that Supplier is primary supplier.
 3. Use reasonable efforts to provide campus access to Supplier's sales team.
 4. Make Supplier's full portfolio available for purchase to end users.
 5. Provide Supplier's full portfolio with exclusive positioning and representation on eprocurement systems.
 6. Provide Supplier with exclusive access to all Member's local manufacturer's special pricing.
 7. Provide Supplier with exclusive vendor shows on campus.
 8. Provide Supplier with reasonable opportunity to run campus stockrooms.
 9. Place Supplier's competitors on eprocurement system with limited content static file.
 10. Collaborate with Supplier to review above limited content and agree that such content is subject to Supplier's approval.
 11. Meet with Supplier quarterly to conduct business reviews and evaluate compliance with tier commitments.
- b) **Stand-Alone Programs.** As an alternative to the Tier Programs, Members may elect to participate in alternative Stand-Alone Programs, including the (i) Exclusive Program or (ii) Furniture Program. Each Stand-Alone Program offers a unique market basket and Supplier will additionally offer the Basic Tier General Discount Schedule. Member may participate in a Stand-Alone Program upon mutual execution of the Stand-Alone Program Letter of Participation by Member, Supplier and E&I. Member and Supplier shall meet once annually to conduct business reviews and discuss program obligations. Member shall be responsible for any portfolio limitation as required by Member under the Stand-Alone Program as mutually agreed in a Member Specific Agreement. Members participating in a Stand-Alone program are not eligible for National, Healthcare or Science Education Market Baskets or other value add solutions provided under this Agreement in Section III below.
- c) **Affiliate Program:** Products and services covered under the Agreement shall also be made available to any entity affiliated with an enrolled E&I Member in good standing, including applicable Supplier Diversity programs (hereinafter "Affiliate Entity"). To participate, the affiliate must be authorized by its affiliated E&I Member in writing and sign the Affiliate Letter of Participation that is mutually executed by the E&I Member, the Affiliate Entity, Supplier and E&I. The Affiliate Entity shall comply with the terms and conditions of its affiliated Member's selected tier.



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II. Program Pricing

a) **General Discount Schedule.** Prices for Products will be based on discounts from the published Supplier list price of the Product at the time of the order as set forth in Exhibit A-1. Exhibit A-1 shall remain firm for the life of the agreement or improved for the benefit of the Membership. Exhibit A-1 will be amended automatically from time to time without any further act of the Parties to delete any discounts for Products the sale of which has been generally discontinued by Supplier and to add discounts for new Product offerings. Any amendments to Exhibit A-1 pursuant to this Section II(a) will automatically become part of this Agreement and replace the prior Exhibit A-1.

i. **Minimum Profitability.** In addition to the General Discount Schedule described in Section II(a) above, Supplier reserves the right to re-price any Product that by virtue of firm discount rules described in Sections II(a) allows a Product to price at a minimum profit margin to Supplier as mutually agreed between Supplier and E&I. No circumstances or terms set forth elsewhere herein will require Supplier to sell Products to Member below its sales cost plus the cost of any absorbed outbound freight and transportation expense.

b) **Tiered Market Basket.** The Agreement offers Market Baskets price differentiations in the form of additive tiered and material group discounts. The Market Baskets will consist of Products based on the membership's usage. Supplier shall hold prices firm on the Products set forth in the Market Baskets through December 31, 2018 and adjust once-annually thereafter, effective January 1 in each Contract Year, with thirty (30) days' advance notice to E&I. Supplier will review the Market Baskets at least once-annually beginning in November of each calendar year and provide recommendations to E&I regarding Market Baskets updates based on Product purchases under this Agreement, and new or innovative products that add value to the Membership. The Market Baskets will be amended automatically from time to time without any further act of the Parties to delete any Products the sale of which has been generally discontinued by Supplier. Any amendments to the Market Baskets pursuant to this Section II(b) will automatically become part of this Agreement and replace the prior Market Baskets. Upon receipt of the Market Baskets pricing, E&I will validate compliance with the annual changes to the Market Baskets within five (5) business days from the thirty (30) day's advance notice. After the five (5) business days provided for E&I validation, all the Market Baskets Pricing will be final.

There shall be an annual aggregate price cap on increase percentages relevant to the Market Baskets that must be validated by E&I in accordance with the required documentation to ensure compliance. There shall be no minimum increase allowed. The aggregate price cap is based upon the total dollar volume for the Market Basket.

The following are the annual aggregate price caps for Tiered Market Baskets:

- Basic Tier and All Other Program Market Baskets – 5%
- Co-Primary Tier – 4.5%
- Primary Tier – 3.5%



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Members may access Add-on-Market Baskets, subject to the Basic Tier price caps, in addition to the Tiered Market Baskets including:

- i. Healthcare Market Basket and
 - ii. Science Education Market Basket.
- c) **Stand-Alone Program Market Baskets.** Supplier will hold pricing firm, review, and amend the Stand-Alone Program Market Baskets in accordance with the terms Section II(b) above and subject to the Basic Tier price caps. Stand-Alone Program Market Baskets include:
- i. Exclusives Market Basket and
 - ii. Furniture Market Basket.
- d) **Member Specific Hotlist and Stocking.** Supplier may offer specific Members enrolled in a Tiered Program a Member Specific Hotlist, as requested by Member. The Member Specific Hotlist will be mutually agreed to between Supplier and Member in consideration of the following (non-exclusive list): usage, new project one-time buys, laboratory standardization, tier and commitment level. The maximum number of products available for the Member Specific Hotlist will vary by tier:
- i. Basic Tier 300 items
 - ii. Co-Primary Tier 400 items
 - iii. Primary Tier 500 items
- As requested by Primary Members only, Supplier may stock Member inventory as mutually agreed.
- e) **Special Pricing Quotations or Promotional Pricing.** Supplier may extend to Member, as available, special price quotations ("SPQs") and/or promotional pricing from manufacturers that offer to extend favorable pricing to Member. When this pricing exists, it will be governed by the terms and effective dates established by the manufacturer. Should an SPQ or promotion expire without renewal by the manufacturer, the price to Member will be determined as set forth above. All applicable SPQ pricing will be included in the Market Basket, which may be updated by Supplier from time to time to reflect the expiration of an SPQ or promotion, where applicable.
- f) **Member Specific Special Quotations and Order Discounts.** Supplier reserves the right to offer Member specific special quotations upon request from the Member.
- g) **Unanticipated Circumstances.** In addition to the price increases described in Section II(b) above, Supplier reserves the right to increase the prices for any Product(s) due to unanticipated circumstances and/or economic or market factors outside the control of Supplier or its manufacturers. These circumstances may include, without limitation, shortages of certain raw materials, increases in the Product supplier's cost of raw materials, and/or increases in energy costs to manufacturer or transport the Product(s). These Price increases will be validated for compliance by E&I within five (5) business days from the date of receipt and Supplier will use commercially



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reasonable efforts to provide E&I with industry and product specific documentation for Price increases, to the extent such industry and product specific documentation is received from the manufacturer.

- h) Non-Core Product Pricing.** Pricing for Non-Core Products (also referred to as MarketSource or Third-party Products) will be itemized in the General Discount Schedule.

III. Program Incentives

(a) Rebates

Beginning July 1, 2018, Supplier shall provide the following incentives to Members enrolled in a Tiered Program in accordance with the terms below. For the purpose of this Agreement, a "Member Contract Year" is defined as each successive twelve- (12-) month time period following the effective date of Member's Letter of Participation. Member's rebate calculation will begin on the first day of the month following the effective date of Member's Letter of Participation ("LOP Effective Date"). Members participating in a Stand-Alone Program or if a Member has an existing agreement with Supplier containing incentives for products or services, such Member is not eligible for the incentives listed below.

The payment by E&I or Supplier of cash incentives to Member is contingent upon Member's material compliance with the payment terms of this Agreement. In the event payments are consistently made outside of the stated payment terms, no rebate will be distributed. Supplier will use commercially reasonable efforts to notify Member of noncompliance with payment terms. Additionally, both Supplier and Member will ensure that past due issues are based on Member's payment practices alone and not due to discrepancies with Supplier's pricing or invoicing methods.

Any increased volume attributable to an acquisition by Member shall only be counted if the increased volume represents new business for Supplier and such acquired entity was not previously a Supplier customer. If a Member acquisition is an existing Supplier customer, the customer's applicable prior year spend will be included in the baseline as existing Member spend for the purposes of calculating incremental sales growth and growth rebates. Any decreased volume attributable to a divestment by Member of a Supplier customer will result in an adjustment to the baseline for future year incentive calculations to reflect any full year or partial year contribution, as applicable, to Member spend by such Member divestment.

1) Annual Growth Rebate

- i. Eligibility:** Members must enroll in the Basic, Co-Primary or Primary Tier to be eligible for this rebate. K-12 Members are not eligible for this rebate.
- ii. Rebate:** During the term of this Agreement and any mutually agreed renewal, Member shall receive a rebate on the incremental growth of total Product sales over the baseline in accordance with the rebate tiers below. The baseline to begin earning the rebate in Member Contract Year 2 will be the total sales of Products for Member Contract Year 1. Each

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Member Contract Year thereafter, the baseline will be reset to Member Contract Year 1 or the immediately preceding Member Contract Year, whichever is greater. The rebate calculation shall exclude freight, taxes, and services.

Tier	Rebate Percentage
Basic	1% on growth over baseline
Co-Primary	5% on growth over baseline
Primary	10% on growth over baseline

iii. Baseline Examples:

Member Contract Year	Member Sales	Baseline	Growth Over Baseline (Amount Eligible for Rebate)
1	\$1,000,000	<i>No rebate applies this year.</i>	<i>No rebate applies this year.</i>
2	\$2,000,000	\$1,000,000 (Member Contract Year 1 Sales)	\$1,000,000
3	\$1,500,000	\$2,000,000 (Member Contract Year 2 Sales)	0
4	\$800,000	\$1,500,000 (Member Contract Year 3 Sales)	0
5	\$1,500,000	\$1,000,000 (Member Contract Year 1 Sales because this is greater than the previous Member Contract Year)	\$500,000

iv. Distribution Process. For this Annual Growth Rebate only, E&I and Supplier will distribute the rebate in accordance with the following process:

1. Basic Members: E&I will distribute the earned Annual Growth Rebate to eligible Basic Tier Members. Eligible Members will receive one annual rebate payment per calendar year based on Member Contract Year growth as described in section above. The once annual rebate payment will be distributed to Member within ninety (90) days after the close of the next scheduled semi-annual distribution period. The semi-annual distribution periods will close on June 30 and December 31 of the applicable calendar year.
2. Co-Primary and Primary Members: Supplier will distribute the earned Annual Growth Rebate to eligible Co-Primary and Primary Tier Members. Eligible Members will receive one annual rebate payment per calendar year based on Member Contract Year growth as described in section above. The once annual rebate payment will be



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distributed to Member within thirty (30) days after the close of the next scheduled quarterly distribution period. The quarterly distribution periods will close on March 31, June 30, September 30 and December 31 of the applicable calendar year.

v. Examples: The following examples are provided for illustration purposes only.

1. *Basic Example:* Products Sales to Basic Member in Member Contract Year 1 are \$1,000,000. Product Sale to Member in Member Contract Year 2 are \$2,000,000. Member earns a rebate of \$10,000 ($\$1,000,000 \times 1\% = \$10,000$). Member's Basic Tier LOP Effective Date is September 1, 2018, and Member Contract Year 2 closes August 31, 2020. Member's \$10,000 rebate payment is distributed within ninety (90) days of the scheduled December 31 semi-annual disbursement period.
2. *Co-Primary Example:* Products Sales to Co-Primary Member in Member Contract Year 1 are \$1,000,000. Product Sale to Member in Member Contract Year 2 are \$2,000,000. Member earns a rebate of \$50,000 ($\$1,000,000 \times 5\% = \$50,000$). Member's Co-Primary LOP Effective Date is September 1, 2018, and Member Contract Year 2 closes August 31, 2020. Member's \$50,000 rebate payment is distributed within thirty (30) days of the scheduled September 30 quarterly disbursement period.
3. *Primary Example:* Products Sales to Primary Member in Member Contract Year 1 are \$1,000,000. Product Sale to Member in Member Contract Year 2 are \$2,000,000. Member earns a rebate of \$100,000 ($\$1,000,000 \times 10\% = \$100,000$). Member's Primary Tier LOP Effective Date is February 1, 2019, and Member Contract Year 2 closes January 31, 2021. Member's \$100,000 rebate payment is distributed within thirty (30) days of the scheduled March 31 quarterly disbursement period.

vi. Exceptions. The payment of a growth incentive for large capital orders over \$200,000 will be reviewed by Member and Supplier in advance and mutually agreed on eligibility of Member's order regarding rebate.



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2) Member Early Commitment Rebate (Co-Primary or Primary)

- i. **Eligibility:** Member must enroll in the Co-Primary or Primary Tier to be eligible for this rebate and must sign Letter of Participation within the first eighteen (18) months effective July 1, 2018. Co-Primary or Primary Member must remain enrolled for the Total Monthly Commitment Period (defined as the number of months remaining in the initial term of this Agreement from Member's LOP Effective Date). The Member Early Commitment Rebate is only available for the initial term of the Agreement. K-12 Members are not eligible for this rebate. See Table 1 below for the Total Monthly Commitment Period by Member's LOP Effective date.

Table 1: Total Monthly Commitment Period

Total Monthly Commitment Period Based on Member LOP Effective Date	
Member LOP Effective Date	Total Monthly Commitment Period
July-18	60
August-18	59
September-18	58
October-18	57
November-18	56
December-18	55
January-19	54
February-19	53
March-19	52
April-19	51
May-19	50
June-19	49
July-19	48
August-19	47
September-19	46
October-19	45
November-19	44
December-19	43

- ii. **Rebate and Distribution:** In exchange for Member's enrollment at the Co-Primary or Primary Tier, Supplier shall provide an early commitment incentive based on Member's total Product spend within Member Contract Year 1. This incentive will be distributed by



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Supplier within ninety (90) days of the first anniversary of the effective date of the Member's Letter of Participation.

For Member's Contract Year 1 only, Member will earn a rebate on total Product sales (excluding freight, taxes and services) back to dollar one based on the corresponding percentages below.

Tier	Rebate Percentage
Co-Primary	5% dollar one on spend in Member Contract Year 1
Primary	10% dollar one on spend in Member Contract Year 1

**Basic Tier Members are not eligible for this rebate.*

iii. Member Early Termination and Clawback Provision: In the event that:

- a) Member terminates this Agreement for any reason at any time prior to June 30, 2023, unless such termination is a result of Supplier's uncured material breach of the terms of the Agreement, or
- b) Member breaches its obligations under this Agreement and such breach is not cured within thirty (30) days of Member's receipt of notice of such breach,

Member shall reimburse Supplier the amount of the unearned rebate distributed to Member within thirty (30) days of the effective date of termination or expiration of the cure period, as applicable. The unearned rebate amount is calculated by subtracting the earned rebate amount from the total rebate distributed to Member. The earned rebate amount is defined as the total rebate amount divided by Total Monthly Commitment Period multiplied by the number of months earned.

iv. Examples: The following examples are provided for illustration purposes only:

1. *Co-Primary Example:* Co-Primary Member's LOP Effective Date is August 1, 2018 and Member's Total Monthly Commitment Period = 59 months. Product Sales to Co-Primary Member in Member Contract Year 1 are \$2,000,000. Member earns a rebate of \$100,000 ($\$2,000,000 \times 5\% = \$100,000$). Member's monthly earning rate = \$1,695 ($\$100,000/59 = \$1,695$). Member cancels this Agreement eighteen (18) months following the Effective Date of its Letter of Participation, or February 1, 2020. Member earned 18 months of Member's rebate or \$30,508. Therefore, the amount to be reimbursed back to Supplier would be computed as follows: $\$100,000 - \$30,508 = \$69,492$.
2. *Co-Primary Example:* Co-Primary Member's LOP Effective Date is July 1, 2019 and Member's Total Monthly Commitment Period = 48 months. Products Sales to Co-Primary Member in Member Contract Year 1 are \$2,000,000. Member earns a rebate of \$100,000 ($\$2,000,000 \times 5\% = \$100,000$). Member's monthly earning rate = \$2,083 ($\$100,000/48 = \$2,083$). Member cancels this Agreement



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fifty (50) months following the effective date of its Letter of Participation. No reimbursement is due, Member fulfilled required commitment period.

3. *Primary Example:* Primary Member's LOP Effective Date is April 1, 2019 and Member's Total Monthly Commitment Period = 51 months. Products Sales to Primary Member in Member Contract Year 1 are \$5,000,000. Member earns a rebate of \$500,000 ($\$5,000,000 \times 10\% = \$500,000$). Member's monthly earning rate = \$10,638 ($\$500,000/51 = \$9,804$). Member cancels this Agreement twenty-four (24) months following the effective date of its Letter of Participation, or April 1, 2021. Member earned 24 months of Member's rebate or \$235,294. Therefore, the amount to be reimbursed back to Supplier would be computed as follows: $\$500,000 - \$235,294 = \$264,706$.

4. *Primary Example:* Primary Member's LOP Effective Date is July 1, 2019 and Member's Total Monthly Commitment Period = 48 months. Products Sales to Primary Member in Member Contract Year 1 are \$5,000,000. Member earns a rebate of \$500,000 ($\$5,000,000 \times 10\% = \$500,000$). Member's monthly earning rate = \$10,417 ($\$500,000/48 = \$10,417$). Member cancels this Agreement fifty (50) months following the effective date of its Letter of Participation. No reimbursement is due, Member fulfilled required commitment period.

- v. **Exceptions.** The payment of an early commitment incentive for large capital orders over \$200,000 will be reviewed by Member and Supplier in advance and mutually agreed on eligibility of Member's order regarding rebate.

3) Annual Sustainability Rebate (Co-Primary or Primary)

- i. **Eligibility:** Member must be enrolled in the Co-Primary or Primary Tier to be eligible for this rebate and Member and Supplier must mutually agree on a joint Supplier/Member strategic campus engagement plan in advance. K-12 Members are not eligible for this rebate.
- ii. **Rebate and Distribution:** During the term of this Agreement, Supplier shall provide Member with an annual campus program support sponsorship of \$1,000 to be used for the benefit of the Member's sustainability programming. The sponsorship will be distributed annually within ninety (90) days of the first anniversary of the effective date of Member's Letter of Participation and each anniversary thereof. Member represents and warrants that neither the provision by Supplier nor acceptance by Member of this sponsorship is in violation of the any applicable state gift law.

4) K-12 Annual E-Commerce (B2B) Rebate

- i. **Eligibility:** Member must be enrolled to participate under this Agreement and a K-12 school district or as approved by Supplier, and must place fifty percent (50%) or more of their orders through an E-commerce platform for the Member Contract Year.



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ii. **Rebate and Distribution:** Each Member Contract Year during the term of this Agreement, Member will earn a one and one half percent (1.5%) rebate back to dollar one based on the corresponding percentages on sales to Member of Products that are made through an e-commerce platform only (excluding freight, taxes and services) and where Member placed fifty percent (50%) or more of its orders through an e-commerce platform for each Member Contract Year. Supplier to distribute rebate payment annually. There will be one rebate payment per Member depending upon the Member LOP Effective Date. The single rebate payment will be distributed to Member within ninety (90) days after the close of Member Contract Year.

iii. **Examples:**

Example 1: Member places forty percent (40%) of its orders for Contract Year 1 through e-commerce. Member is not eligible for this rebate.

Example 2: Member places sixty percent (60%) of its orders for Contract Year 1 through e-commerce. Member's total sales for Contract Year 1 are \$250,000 however only \$150,000 of the total sales were made through an e-commerce platform. Member receives a rebate of \$2,250 ($\$150,000 \times 1.5\% = \$2,250$).

(b) VSR+, Business Process Consultants (BPC) and Scientist.com

1. **VSR+ Inventory Management System.** Supplier will provide complimentary VSR+ Inventory Management System for new or renewal Co-Primary and Primary Members only for one (1) year from the date requested by Member. The initial start-up package includes a scanner and one year of software. To be eligible, the Member must:
 - a. Request the VSR+ services within eighteen (18) months from the effective date of Member's Letter of Participation, and
 - b. Reasonably project future Member spend at greater than \$1,000,000 annually. E&I and Supplier may mutually agree to grant exceptions.
2. **Business Process Consultant (BPC) Evaluation.** Supplier will provide a complimentary BPC Evaluation for new or renewal Co-Primary and Primary Members only. The scope of the evaluation process will be mutually agreed on by Supplier and Member. To be eligible, the Member must:
 - a. Request the BPC Evaluation within eighteen (18) months from the effective date of Member's Letter of Participation, and
 - b. Reasonably project future Member spend at greater than \$3,000,000 annually. E&I and Supplier may mutually agree to grant exceptions.
3. **Scientist.com.** Supplier will provide access to Scientist.com and such purchases will be governed by the pricing, terms and conditions of Scientist.com in relation to Member's specific project.



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(c) Discretionary Member Incentives

Discretionary Member Incentives. As relevant to Member and as mutually agreed between Supplier and Member, Supplier may, as Supplier's sole discretion, offer additional Member incentives to Members locally, including, but not limited to:

- New Lab Start Up Discount
- Volume Discounts
- Advantage VWR preferred Catalog Tile
- Stockroom Discounts
- Free Live Animal Freight (available to Primary Members only).

IV. Member Termination Rights

In the event that VWR's relationship with E&I expires or terminates, Member shall be granted the same terms, and this Agreement shall continue in full to remain in full force and effect, unless terminated by either party in accordance with the terms of this Section IV. Both Member and VWR may terminate Member's LOP for convenience with thirty (30) days written notice to the non-terminating party. In the event of any termination or expiration of Member's LOP, Member shall be billed immediately for products shipped through the effective date of such termination or expiration.

V. Miscellaneous

1. **Replacement Parts.** Unless noted otherwise the discount and pricing established for replacement parts will be equal to the pricing structure herein proposed.
2. **Method of Ordering and Electronic Commerce.** Members may use various methods to order products or services from Supplier in which case the Supplier is expected to accommodate any such requirements including, hard copy purchase orders, telephone orders, procurement cards, and electronic commerce. Any and all orders, regardless of method shall be included in the total report of total U.S. dollar sales to E&I by institution.
3. **Invoices and Payment.** Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of the Agreement, except as amended by the Member and accepted by the Supplier. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term for Members shall include invoicing at time of shipment. Payments would then be made within thirty (30) days of invoice date, or as required by the Member's statutory requirements.

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Cash discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of goods or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with Member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis. Cash discounts are not to be netted against sales in calculating the CAF.

4. **Compliance with Immigration Reform and Control Act of 1986.** Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.
5. **Federal Debarment.** Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.
6. **Expropriation.** Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.
7. **Order Fulfillment, Distribution and Installation Agreements.** Members may have their own order fulfillment/distribution/installation agreements with a third party agent or distributor. The terms and pricing of this Agreement are passed through to the Member and separate from any additional distributor terms and conditions, fees or markups resulting from Members' separate fulfillment/distribution/installation agreements
8. **Supplemental Agreements.** Member and Supplier may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed is exclusively between the Member and Supplier. E&I, its agents, Members and employees shall not be made party to any claim for breach of such agreement.
9. **No Substitutions.** No substitutions of alternate items for products ordered are permitted without the express prior approval of the Member.
10. **Certification of Independent Pricing.** Supplier certifies, and in the case of a joint offer, each Supplier hereto will certify as to its own organization, that: (1) it has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with the proposal; (2) the prices in the proposal have been arrived at independently without consultation or communication, or agreement, as to any matter relating to such prices with any other Supplier or with any competitor; (3) unless otherwise required by law, the prices quoted in the offer have not been knowingly disclosed by the Supplier and will not be knowingly



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disclosed by it directly or indirectly to any other Supplier or to any competitor; and (4) no attempt has been made or will be made by Supplier to restrict competition unfavorably.

11. **Emergency Purchases.** Members reserve the right to make purchases of items included under this contract when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I as per the reporting requirement as indicated in this Agreement.
12. **Surviving Purchase Order Placement.** Supplier will continue to provide products and services pursuant to any purchase order executed prior to the expiration or termination of this Agreement. The terms and conditions specified herein shall remain in effect with respect to such purchase orders through the final invoice date.



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Attachment B

Negotiated changes to Special Conditions

6.2 Terms and Conditions of Agreement

Unless otherwise superseded by the terms and conditions of the contracting Member Institution, this Agreement will incorporate the relevant terms and conditions of the RFP and Supplier's proposal.

The terms and conditions of the contracting Member Institution will be incorporated into Member Institution's enrollment only to the extent such terms and conditions are mutually agreed upon by VWR and the Member in writing signed by the parties' authorized representatives. In such event, the terms and conditions of the contracting Member Institution takes precedent over any conflicting terms and conditions between this Agreement and/or the Supplier's terms and conditions.

E&I Member Institutions will elect to participate in the VWR program established under this Agreement by executing an enrollment form (the "Letter of Participation") electing a participation program and generally agreeing to be bound by the terms and conditions of this Agreement.

This Agreement incorporates all the terms and conditions, pricing, specifications, and requirements of the RFP.

Membership in E&I should not be construed as any form of commitment to this Agreement by a member. No representation is made that any quantities will be purchased or that services will be utilized.

6.11 New and Discontinued Products

The Supplier shall, at least thirty (30) days prior to their introduction, notify E&I and the E&I Membership of any new products. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed.

With respect to discontinued products, VWR provides the Change Notification Service ("CNS") to ensure that manufacturer dispatched notices have been received by customers enrolled in CNS. As a distributor, VWR does not replace the manufacturer's role in the change notification process. Upon a Member's enrolling in VWR's CNS, and in accordance with the terms of that subscription service including the mutual agreement between VWR and a Member regarding the products subject to CNS, VWR shall, to the extent any such notice is actually provided by the manufacturer of a product enrolled in CNS, verify that the Member has received the manufacturer's notice of change. What constitutes a change is determined by the individual product manufacturer and may include changes to: product composition, source, raw material, manufacturing processes, site, specifications, or test methods. E&I and each Members acknowledge that VWR is not the manufacturer of any of the products enrolled in CNS and hereby waives any and all actions, claims, suits, and demands of any type whatsoever arising out of or in any way connected with the failure to receive any such notification.

Pricing for "New Products" shall be governed by the pricing structure included in this Agreement. Please see the General Discount Schedule.



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6.13 Design Cost, Reconfiguration Cost, Charges and Extras

Any fees and terms for on-site services will be subject to mutual negotiation between VWR and the Member. VWR will charge shipping rates in accordance with the freight matrix submitted. Installation services for furniture products, if applicable, will be quoted upon request.

6.14 Education Pricing/Pricing Parity

If at any time E&I Member is offered products by another supplier at a lower Total Cost of Acquisition (product cost, freight) than the price then in effect under this Agreement for a comparable quantity, and E&I Member notifies Supplier orally or in writing of such lower offer, then Supplier will either offer E&I Member a new price for the item that is lower than the quoted price or release E&I Member from contractual obligation to buy that item from Supplier.

6.16 Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge. Supplier shall provide adequate toll free telephone access for Members to order products and promptly reach customer service.

All terms and conditions of an individual Member's standard procurement terms for ordering may apply to the extent such terms and conditions are mutually agreed upon by VWR and the Member in writing signed by the parties' authorized representatives. In such event, the terms and conditions of the contracting Member institution takes precedent over any conflicting terms and conditions between the Agreement and/or the Supplier's terms and conditions.

All participating Member purchase orders will be governed only by the terms and conditions of this Agreement, including any terms and conditions of the Member that have been mutually agreed upon by VWR and the Member in writing signed by the parties' authorized representatives, notwithstanding any conflicting, inconsistent, or additional preprinted terms or conditions of either party appearing elsewhere. Any shipment of products to a Member in fulfillment of a purchase order will not be deemed to constitute an acceptance by VWR of the terms, provisions, or conditions of such purchase order, except as to the identification of the products and quantities ordered, the delivery locations, and similar information inserted into the purchase order form.

6.17 Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s).

The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier must retrieve hazardous materials that are delivered in error.

Hazardous materials generated and OSHA training is not relevant to the distribution of products. In the event VWR is performing on-site services, VWR is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the services unless otherwise mutually agreed by VWR and the Member. VWR and the Member will mutually determine any training requirements relevant



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to the scope of services, including as applicable chemical safety training mandated by OSHA Hazard Communication Standard, and allocate responsibility for conducting such required training.

With respect to safety/recall updates, please refer to the CNS language statement for Section 6.11.

6.19 Receipt of Product and/or Service

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

VWR shall use commercially reasonable efforts to meet Members' requested delivery schedule for products.

Title and risk of loss shall pass to the member at the F.O.B. destination point upon delivery of the goods, and VWR will charge freight and transportation prepaid in accordance with the freight matrix.

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the Member. The Supplier shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

Member shall promptly inspect all shipments for concealed shipping damage within five (5) days from the signed delivery receipt, promptly notify VWR of damage or defect, and cooperate with VWR in arranging inspection by the carrier and the filing of a freight claim. VWR acknowledges that products purchased pursuant to this Agreement may be subject to a final inspection by Member; however, Member shall make such inspection within a reasonable time, but in no event later than ten (10) days, after receipt of product(s), irrespective of the date of payment therefor. Neither acceptance nor payment will waive this right of inspection or the limited product warranty as set forth in herein.

6.21 Employee Documentation

Upon a Member's reasonable request, VWR agrees to provide for each employee who has been given an assignment at the Member institution a summary of employment history, education, job references, certificates and licenses, and written Yes or No confirmation that employee has passed random drug testing, but shall have no obligation to provide further details regarding specific employee results.

6.24 Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the Member from all third-party suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered by Supplier's employees under the "Workman's Compensation Law" or any other laws under which, and to the extent that, Supplier is entitled to immunity from civil actions. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work to the extent resulting from any negligent act or omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or method of executing the work; or from its failure to execute the work in accordance with the terms of this Agreement.



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6.25 Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of Supplier's negligent performance under this contract, it shall make appropriate restitution. If the Supplier fails to pay for actual, proven damage caused by its negligent acts or omissions, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

6.26 Storage

If applicable, stocking requests by Members will be subject to additional terms and conditions mutually agreed upon by VWR and the Member.

6.27 Third Party Distributors/Subcontractors

In the event that the Supplier chooses to subcontract any service or delivery of the products under the terms herein, the Supplier shall fully warrant prompt performance of the subcontractor, in accordance with Supplier's obligations in Section 6.19, in a fully complete, workmanlike manner customary to the trade.

Failure by the subcontractor to perform in a timely manner in accordance with Supplier's obligations in Section 6.19 as specified above shall not relieve the Supplier of its obligations under Section 6.19 with respect to timely delivery of products, supplies or service at no additional cost to the Member.

VWR shall at all time remain fully responsible for any breach of this Agreement by any of its subcontractors, including without limitation breach of any service warranties herein or of VWR's obligation to use commercially reasonable efforts to meet Members' requested delivery schedules for products.

6.31 Warranty and Product Condition of Sale

At a minimum, there shall be a one (1) year warranty to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the Member.

Supplier certifies and warrants that all products sold to Members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

Supplier offers the warranty as provided in E&I's General Terms and Conditions in Attachment C, Section 18. As a products distributor, VWR provides a warranty based on a pass-through of the manufacturer's warranty, including those warranties enumerated above to the extent they are provided by the manufacturer.



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6.32 Tracking Lost and Damaged Shipments

If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to Member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Member is required to immediately contact Supplier, forward a confirming damage report detailing the damages and cooperate with Supplier or subcontractor in arranging inspection and filing a freight claim.

6.33 Returns - Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, in that they fail to meet warranties, specifications or any other provisions of the Agreement or Member purchase orders (with respect to the identification of the products and quantities ordered, the delivery locations, and similar information inserted into the purchase order form), any of the following remedies shall be available to the Member as Member's sole remedy and Supplier's sole liability:

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- **Cancellation:** Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by Member for defective or non-conforming products or services purchased shall be refunded by the Supplier.
- **Removal:** Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- **Risk of Loss and Storage:** For goods shipped by Supplier in error, such goods shall be held at Supplier's risk and, when Supplier does not collect or grant Member the authorization to return or dispose of such goods within a commercially reasonable timeframe upon notice of such error from Member, the Supplier shall pay all reasonable and proven storage costs incurred by Member as a result of such delay. For all other warranty claims, when Supplier does not make available the required warranty remedy set forth herein within a commercially reasonable timeframe upon notice from Member, the Supplier shall pay all reasonable and proven storage costs incurred by Member as a result of such delay.
- **Supplier Liability:** The Supplier shall be liable for any and all taxes and transportation costs and expenses incurred by Member in connection with the replacement of any defective or non-conforming Product.
- **Products under warranty.** The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the Member fails to provide timely notice of product failure to the Supplier. At Member's option, Supplier shall credit Member's account for all amounts paid with respect to the defective or non-conforming Product upon Seller's receipt of, and opportunity to evaluate, the defective or non-conforming Product.
- **After the Warranty Period:** After the warranty period, upon Member request and to the extent available from the product manufacturer, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.



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6.34 Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the Member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against Member.

Except for products that do not meet the limited product warranty set forth in this Agreement, all product returns are subject to VWR's Return Goods Policy.

6.37 Samples

Product samples are available to the extent available to VWR from the product manufacturer.

Negotiated changes to E&I's General Terms and Conditions

2. Compliance with Law

Each of Supplier, E&I and Member warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment and, if applicable, the Anti-Kickback Statute (42 U.S.C. § 1320a-7b).

To the extent that any discounts or rebates are issued by Supplier and received by Member with respect to the goods and services under this Agreement, those discounts or rebates may be considered "discounts or other reductions in price" under the Anti-Kickback Statute. To the extent applicable and required by the Anti-Kickback Statute or the regulatory safe-harbor of the Anti-Kickback Statute for discounts set forth at 42 C.F.R. § 1001.952(h), as amended, (the "Discount Safe Harbor") Member must fully and accurately disclose such discounts, rebates or other reductions in price. Supplier must provide Member with sales and discount information sufficient to allow Member to comply with the Discount Safe Harbor.

To the extent Supplier will be furnishing or arranging for the furnishing of any good or service for which payment may be made in whole or in part under a Federal health care program, E&I represents that it: (i) meets the definition of a group purchasing organization set forth in 42 C.F.R. 1001.952(j) and has a written agreement with each of its Members that states the amount (or maximum amount), either as a fixed sum or percentage of the value of purchases made by its Members from a participating vendor such as Supplier, which such vendor will pay as a fee to E&I on account of the goods purchased by Members from that vendor; and (ii) complies with the Anti-Kickback and the Department of Health and Human Services rules and regulations concerning group purchasing organizations, and in particular 42 C.F.R.

1001.952(j), as those rules and regulations may be amended, including the definition of group purchasing organization set forth in the statute. E&I must promptly notify Supplier if it no longer complies with the requirements referenced in



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(i) or (ii) above. E&I will refund to Supplier any Contract Administrative and Marketing Fee ("CAF") paid to E&I during any period when E&I does not comply with the requirements of this section.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all applicable Federal Acquisition Regulations (FAR) and other applicable laws and regulations, including by requiring Supplier to complete any certifications and disclosures and any other similar requirements. Supplier shall comply with any such applicable FAR and other applicable laws and regulations or certification and disclosure requirements to the extent they are mutually agreed upon by Supplier and the Member in writing signed by the parties' authorized representatives. When Federal Contract or Grant funds are used on participating Member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier or E&I, as applicable or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I or Supplier, as applicable may cancel this Agreement without prior notice and without incurring any liability whatsoever to the other Party.

5. Assignments

Neither Supplier nor E&I shall assign this Agreement or any of their respective rights or obligations hereunder, without the prior written consent of the other Party. Any purported assignment made without the other Party's prior written consent shall be void and of no effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees.

6. Resale

Not Applicable.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that Supplier's distribution of any products/provisions of any services sold does not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all third-party actions or suits to the extent alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and



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marketing materials of any kind without the expressed written permission of the Supplier. For sake of clarity, this provision does not in any way restrict either Supplier or E&I from marketing this Agreement to the Members.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not hold E&I responsible or liable for the actions or inactions of such Member, including for the breach of any term of this Agreement. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member

Supplier agrees to indemnify, defend and hold harmless E&I and its Members and their respective affiliates, successors, officers, agents, servants, and employees ("Supplier-Indemnified Party") from and against all liability from any third party losses, damages, claims, liens, and expenses (including reasonable legal fees) to the extent arising out of or connected with the: (i) breach by Supplier of any term or provision of this Agreement; or (ii) wrongful or negligent act or omission by any of Supplier or its officers, directors, shareholders, agents, servants, employees and representatives, excepting such liability as may result from the acts of negligence of any Supplier-Indemnified Party.

E&I or Member (each, as applicable, a "Customer Indemnifying Party") as applicable, each agree to indemnify, defend and hold harmless Supplier and its affiliates, successors, officers, agents, servants, and employees ("Customer-Indemnified Party") from and against all liability from any third party losses, damages, claims, liens, and expenses (including reasonable legal fees) to the extent arising out of or connected with the: (i) breach by the applicable Customer Indemnifying Party of any term or provision of this Agreement; or (ii) wrongful or negligent act or omission by any of the applicable Customer Indemnifying Party or its officers, directors, shareholders, agents, servants, employees and representatives, excepting such liability as may result from the acts of negligence of any Customer-Indemnified Party.

With respect to any claim for which a party seeks indemnification from another party hereunder, the party seeking indemnification shall provide prompt notice to the other of the claim for which indemnification is sought, shall provide reasonable cooperation and assistance to the indemnifying party in the defense of such claim, and shall not settle or otherwise compromise such claim without the indemnifying party's prior written consent. No settlement or compromise shall be binding on a party hereto without its prior written consent, which consent shall not be unreasonably withheld

13. Americans With Disabilities Act

Supplier, E&I and Member each shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.



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14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any non-compliant employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to enforce this provision with its subcontractors.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Each of Supplier, E&I, and Member is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Compliance with Specifications; Limitation of Liability

Warranty. The Supplier warrants that all Core Products supplied under this Agreement shall conform to manufacturer's specifications for a term equal to the warranty period stated in the product manufacturer's literature. "Core Products" means those products from suppliers with whom Supplier has an established supply chain agreement generally covering delivery terms, warranty, pricing, and stocking, which are generally available on Supplier's website or in Supplier catalogs. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt. For all other goods, including Non-Core Products, Supplier shall use reasonable efforts to assist E&I or the Member, as applicable, in obtaining sellers' and manufacturers' warranties applicable to the goods, consistent with the warranties obtained from such sellers and manufacturers by Supplier.

"Non-Core Products" also referred to as "MarketSource," means those products from suppliers that are not Core Products or products not covered under the established supply chain agreements referenced in the definition of Core Products, and may be designated as MarketSource on Supplier's website, viewable online only by a specific customer, or be in the form of a spot-buy. The liability of Supplier under this limited warranty will not extend to any goods that are abused, altered or misused by E&I or Member or any other persons or entities or that become defective or non-conforming through the actions or inaction of E&I or Member or any other persons or entities. Neither receipt of goods nor payment therefor shall constitute a waiver of this provision.



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Supplier warrants that any on-site services provided hereunder will be of the kind and quality designated and will be performed by qualified personnel. Supplier shall use all reasonable efforts, based on the information supplied by Member, to have all on-site services performed in a workmanlike and professional manner by employees or subcontractors of Supplier having a level of skill commensurate with the requirements of this Agreement.

SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, OR GUARANTEES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Waiver. E&I and Member acknowledge that Supplier is not the manufacturer of any of the goods sold hereunder. E&I and Member each hereby waives any and all actions, claims, suits, and demands of any type whatsoever (including, without limitation, claims based on strict liability, products liability, tort, or contract) against Supplier, its subcontractors, or its agents, or any of its or their respective employees, for personal injury, wrongful death, or property damage arising out of or in any way connected with the services or Member's receipt, storage, possession, purchase, or use of the goods, except to the extent caused by the negligence of Supplier, its subcontractors, or its agents, or any of its or their respective employees. Notwithstanding any other provision of this Agreement, Supplier disclaims, and E&I and Member release Supplier from, any and all liability for claims based upon the death or bodily injury to any person or for the loss of, damage to, or destruction of any property so long as Supplier, its subcontractors, or its agents were acting in compliance with E&I and Member policies, procedures and specifications of which Supplier had been given notice.

Remedy. See 6.33 from Attachment B.

Limitation of Liability. IN NO EVENT WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, USE, DATA, OR GOODWILL, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL SUPPLIER'S (INCLUDING ITS SUBCONTRACTORS' AND AGENTS') AGGREGATE LIABILITY TO E&I AND THE MEMBERS UNDER THIS AGREEMENT EXCEED ACTUAL, PROVEN DAMAGES OF MORE THAN ONE MILLION DOLLARS (\$1,000,000).

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will use reasonable efforts to ensure that the conditions of this Agreement are met in their entirety, subject to the force majeure provision in Section 24. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties.



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24. Force Majeure

Neither party shall be held responsible for any losses resulting, and will be excused from performing its obligations, if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the reasonable control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, or Member and Supplier, as applicable, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

Either party may terminate this Agreement for any reason (convenience) by delivering not less than three hundred and sixty-five (365) calendar days prior written notice thereof to the other party.

27. Termination and Termination for Default

Either party will notify the other party upon discovery of a breach of this Agreement. The non-breaching party may terminate this Agreement immediately upon the breach of this Agreement by delivering written notice to breaching party, or if such breach is capable of being cured, the non-breaching party shall notify the breaching party in writing of such breach and demand that the same be cured within thirty (30) calendar days. Should the breaching party fail to cure the same within said period, non-breaching party shall then have the right to terminate this Agreement at the end of the thirtieth (30th) day. A notice will be sent to the breaching party to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

An order by a Member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

The termination rights of Supplier and Member specific to a Member's enrollment will be set forth on the enrollment form. In addition, Supplier will have the right, without prejudice to its other legal or equitable remedies, to suspend performance of any of its obligations hereunder with respect to any Member (including, without limitation, to refuse, cancel, or delay shipment of any goods to such Member) without liability if such Member is delinquent in its payment of any fees to Supplier.

28. Continuation of Performance Through Termination

Supplier, E&I and Members each shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

30. Open Records

All information, documentation and other materials requested to be submitted in response to the solicitation may be subject to public disclosure upon execution of this Agreement. E&I adheres to all statutes, court decisions and the opinions of the Members' states regarding the disclosure of proposal



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information. Where Supplier's information, documentation and other materials are subject to a public records request or similar request for public disclosure, E&I or Member, as applicable, will promptly notify Supplier in writing to enable Supplier to seek confidential treatment of such Confidential Information, and will reasonable cooperate with Supplier in seeking such confidential treatment.

31. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any portion of Supplier's response, which Supplier considers to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the Members.

All such information that, if in written or other tangible form, is clearly designated as "confidential" or, if disclosed orally, is designated as "confidential" in a written memorandum delivered by the party disclosing the confidential information (the "Discloser") to the party receiving the confidential information (the "Recipient") promptly following such oral disclosure, or is by its nature of the type that is understood to be confidential, shall be retained by the Recipient in confidence in accordance with the terms of this Agreement. During the term of this Agreement and for three (3) years after its termination or expiration, Recipient shall: (i) treat such information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable degree of care, (ii) maintain in confidence, (iii) not disclose to any third party, and (iv) not use, except for the specific purpose of performing under this Agreement, all confidential or proprietary information furnished to it by Discloser or any Discloser affiliate in connection with this Agreement, or derived from the Discloser or any Discloser affiliate in performance of this Agreement, and shall certify in writing as destroyed or return to the Discloser or a Discloser affiliate, upon request, all copies (then in Recipient's possession) of documents and other tangible media furnished by or derived from Discloser or such Discloser affiliate, respectively, in connection with the performance of this Agreement. The Recipient shall inform its employees, agents, and representatives of these obligations, shall require them to assume equivalent obligations and shall at all times remain fully liable for the acts and omissions of its respective employees, agents and representatives.

The confidentiality obligations imposed in this Agreement will not apply to the extent: (i) such information was known to the Recipient at the time of receipt thereof from the Discloser as evidenced by written documentation; (ii) such information becomes publicly available through no fault of the Recipient; or (iii) such information was lawfully obtained by the Recipient from any third party without restriction on disclosure. Nothing in this Section 31 will prevent Recipient from disclosing confidential information of the Discloser pursuant to a request of any court, government, or governmental agency or as required by applicable law; provided, however, that the Recipient shall give the Discloser prompt notice of the required disclosure, and shall provide the Discloser with reasonable assistance to the extent the Discloser seeks a protective order or other means to preserve the confidentiality of the information required to be disclosed.



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Attachment C

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law

See Attachment B.

3. Funding Provided by Federal Contracts or Grants

See Attachment B.

4. Insolvency

See Attachment B.

5. Assignments

See Attachment B.

6. Resale

See Attachment B.

7. Patent Trademark and Copyright Infringement

See Attachment B.

8. Use of Name, Logos, etc. in Advertising

See Attachment B.

9. Transactions between Supplier and E&I Member

See Attachment B.

10. Indemnification of E&I and Member

See Attachment B.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per



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occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

See Attachment B.

14. Alcohol, Tobacco & Drug Rules and Regulations

See Attachment B.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

See Attachment B.

18. Compliance with Specifications

See Attachment B.



Master Agreement

VWR International, LLC
Laboratory Supplies and Services
Master Agreement Number CNR01459
July 1, 2018

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension, Debarment, and Terrorism

Vendors certifies that the vendors and their principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendors are in compliance with all applicable State statutes and rules relating to procurement and that Vendors are not listed on the federal government's terrorism watch list as described in Executive Order 13224.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

See Attachment B.

24. Force Majeure

See Attachment B.

25. Modification of Terms

See Attachment B.

26. Termination for Convenience

See Attachment B.

27. Termination and Termination for Default

See Attachment B.

28. Continuation of Performance Through Termination

See Attachment B.

29. Holdover Clause

Omitted.



Master Agreement

VWR International, LLC
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30. Open Records

See Attachment B.

31. Proprietary/Confidential Information

See Attachment B.

32. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

33. Student Educational Records

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

34. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to VWR: VWR International, LLC
100 Matsonford Road, Ste. 200
Radnor, PA 19087
Attention: President

With a copy to: VWR International, LLC
100 Matsonford Road, Ste. 200
Radnor, PA 19087
Attention: Legal Department

E&I Master Agreement CNR01459
Exhibit A-5: Exclusives Market Basket
2020

VWR Catalog Number	Description	UOM	2020 Sell Price
10002-738	VWR CENTRIFUGE TUBE 5ML SCREW ST PK500	PK	\$ 75.08
10011-724	TUBE MICROCENTRIFUGE 17ML CLEAR ST PK250	CS	\$ 170.36
10011-764	TUBE PCR 2ML 8STRIP CLEAR PK125	PK	\$ 54.35
10011-786	TUBE CAP 8STRIP CLEAR PK125	PK	\$ 10.50
10018-734	VWR CRYO VIAL 1.2ML SS EXT THRD W/WASHER	CS	\$ 356.80
10018-756	VWRCRYVIL 2MLSS EXT THRD W/WSHR CS1000	CS	\$ 337.00
10018-758	VWR CRYOVIAL 2.0ML SS INT THRD+RED ORING	CS	\$ 317.86
100216-550	AGAR LB AMP 100 PLATES PK20	PK	\$ 44.50
10025-686	VWR TUBE CENTRIFUG FLATCAP 15ML ST CS500	CS	\$ 78.62
10025-698	VWR TUBE CENTRIFUG FLATCAP 50ML ST CS500	CS	\$ 86.72
10025-726	MCT 1.5 ML CB NATURAL CS5K PK500 STERIL	CS	\$ 228.62
10025-738	VWR MCT 2 ML CB NAT NON-ST CS4K PK400	CS	\$ 197.16
10027-446	CELL COUNTING CHAMBER SLIDES E1020 PK50	PK	\$ 64.19
10040-436	FILTR UNT 500ML PES 0.2UM ST CS12	CS	\$ 75.70
10053-704	PETRIDISH 100X15MM SEMISTACK DBLBG CS550	CS	\$ 92.22
101105-988	DIRECT CYCLIC AMP (CAMP) 96W	EA	\$ 396.29
101318-890	KIT CYCLE PURE V SPIN E.Z.N.A 200PREPS	EA	\$ 188.89
101318-898	PLASMID MINIPREP KIT L V SPIN	EA	\$ 163.41
101318-970	GEL EXTRACTION KIT V SPIN 50KT	EA	\$ 71.70
101318-972	KIT GEL EXTRN V SPIN E.Z.N.A 200PREPS	EA	\$ 238.56
101319-018	KIT TISSUE DNA E.Z.N.A 200PREPS F/ISOL	EA	\$ 268.76
101319-240	KIT TOTAL RNA 1 E.Z.N.A 50PREP F/RT-PCR	EA	\$ 186.93
101319-308	FASTFILTER PLASMID MAXI KIT	EA	\$ 362.49
101319-342	KIT ENDO-FR PLSMD MAXI E.Z.N.A 20PREP	EA	\$ 481.01
101319-396	PLASMID MAXI PREP KIT 20KT	EA	\$ 206.10
101414-150	PERFECTA SYBR SUPERMIX 100X50UL RXN	EA	\$ 187.50
101414-172	QSCRIPT ONE-STEP QRT-PCR 200RXN	EA	\$ 640.91
101414-180	KIT ONE-STEP QRT-PCR QSCRIPT 200RXN	EA	\$ 627.73
101414-204	PERFECTA MLTIPLX QPCR SMX 200	EA	\$ 438.72
101414-284	KIT GREEN FASTMIX PERFECTA-ROX 250RXN	EA	\$ 206.18
10545-858	VWR FLASK FLTR HVY GRADUATED 1000ML	PK	\$ 349.98
10545-860	VWR FLASK FLTR HVY GRDTD 2000ML PK1	PK	\$ 64.24
10545-972	VWR FLSK VOL CL A 100ML G-STR UNSRLZ PK6	CS	\$ 398.64
10754-822	VWR BOTTLE MEDIA WITH CAP 2000ML CS10	CS	\$ 173.28
10754-878	BAX SYSTEM REAL TIME E.COLI O157:H7 KIT	EA	\$ 1,104.09
10754-880	BAX SYSTEM REAL TIME STEC SCREENING KIT	EA	\$ 992.91
10754-894	BAX SYSTEM SALMONELLA KIT	EA	\$ 987.64
10754-952	VWR BEAKER LOW FORM GLASS 250ML PK12	PK	\$ 31.84
10754-952	VWR BEAKER LOW FORM GLASS 250ML PK12	CS	\$ 127.37
10770-438	VWR POUR BOAT WHT MED ANTI-ST PK500	PK	\$ 57.97

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Exhibit A-5: Exclusives Market Basket
2020

VWR Catalog Number	Description	UOM	2020 Sell Price
10770-452	VWR HEXAGONAL WEIGH BOAT SML ANTI-STATIC	PK	\$ 37.56
10770-458	VWR HXGNL WEIGH BOAT XL ANTI-ST PK500	PK	\$ 120.45
10783-132	VWR PCR WORKSTATION UV AIR RECIRCU	EA	\$ 2,164.15
10789-423	MIRIAD HBC/HIV/HCV TEST POU+ PK25	PK	\$ 457.33
10803-136	WEIGH BOATS SQUARE 7 ML WHITE	PK	\$ 51.78
10803-170	WEIGH BOATS SQUARE PK500 WHITE	PK	\$ 124.65
10861-554	VWR 6 WELL CULTURE PLATE NON-TREATED ST	CS	\$ 105.80
10861-556	VWR 12 WELL CULTURE PLATE NON-TREATED ST	CS	\$ 101.54
10861-558	VWR 24 WELL CULTURE PLATE NON-TREATED ST	CS	\$ 122.50
10861-562	VWR 96 WELL CULTURE PLATE NON-TREATED ST	CS	\$ 133.80
10861-646	VWR 250ML FLASK CELL ATTACHMENT TREAT V	CS	\$ 211.51
10861-666	VWR 96 WELL PLATE CELL ATTACHMENT TREATE	CS	\$ 194.33
10861-680	VWR 10.0 CM DISH CELL ATTACHMENT TREATED	CS	\$ 177.29
11215-680	VWR BAG BIO CL PP2M37X48 CS100	CS	\$ 304.48
11215-816	VWR BAG RED POLYPROP I/W CS200	CS	\$ 241.94
11215-824	VWR BAG BIO RD HD4M38X48 CS50	CS	\$ 234.14
11388-566	MICROTITER 96DW V-BTM 2ML CS50	CS	\$ 341.69
11388-568	PLATE PP 96 VBTM 2ML STER CS50	CS	\$ 402.92
12000-806	VWR LOOP INOCULTIN 1UL CS1000	CS	\$ 71.55
12578-201	VWR PAPER WEIGHING 6X6 PK500	PK	\$ 19.18
12620-904	VWR ALUMINUM SUPPORT JACK 20.3 X 20.3CM	EA	\$ 134.12
13916-004	VWR BEAKER CUP 20ML CS500	CS	\$ 99.27
14220-012	VWR BAG BIO 1.5M 24X30IN CS500	CS	\$ 346.27
14220-014	VWR BAG BIO 1.5M 24X36IN CS500	CS	\$ 535.07
14220-030	VWR BAG BIO RD 2M 19X23INCS200	CS	\$ 178.36
14220-034	VWR BAG BIO RD 36X45IN CS100	CS	\$ 189.69
14220-040	VWR BAG CL AC 2M 19X23IN CS200	CS	\$ 189.76
14220-042	VWR BAG CL AC 2M 25X35IN CS200	CS	\$ 323.34
14220-044	VWR BAG CL AC 2M 36X45IN CS100	CS	\$ 315.48
14220-046	VWR BAG BIO OR 2M 8X12IN CS400	CS	\$ 190.98
14220-050	VWR BAG BIO OR 2M 19X24INCS200	CS	\$ 103.82
14220-054	VWR BAG BIO ORG 36X45IN CS100	CS	\$ 231.41
14220-086	VWR BAG BIO R 3M 24X36IN CS250	CS	\$ 400.37
14220-088	VWR BAG BIO R 3M 38X48IN CS50	CS	\$ 159.84
14220-092	VWR BAG BIO 2MIL 24X30IN CS200	CS	\$ 242.52
14220-094	VWR BAG BIO R 2M 25X35IN CS200	CS	\$ 287.46
14220-096	VWR BAG HAZARD 2M 24X36INCS200	CS	\$ 227.00
14220-098	VWR BAG BIO R 2M 38X48IN CS100	CS	\$ 244.44
14229-796	TIP 200UL GRAD YL ST PK960	CS	\$ 174.69
14230-910	VWR BAG BIO RD PP2M 8X12 CS400	CS	\$ 91.25

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Exhibit A-5: Exclusives Market Basket
2020

VWR Catalog Number	Description	UOM	2020 Sell Price
16001-180	VWR PIPET TRANS GRAD 5ML PK500	CS	\$ 136.11
16001-188	VWR PIPET TRAN GRD 7.5ML PK500	CS	\$ 99.60
16008-000	VWR CONTAINER 10%NBF 240 CS24	CS	\$ 58.86
16466-008	VWR TIP AEROSL 1000UL ST PK576	PK	\$ 65.79
16466-058	VWR TUBE MICR 2ML CAP ST PK500	PK	\$ 94.85
19001-003	VWR CNTNR SYSTEM 1GAL	CS	\$ 94.33
19001-006	VWR CNTNR SYSTEMS RED 2GL	CS	\$ 102.69
20170-002	VWR TUBE PCR 8STRIP 0.2ML PK125	CS	\$ 792.52
20170-170	VWR TUBE PP CAP NAT 2ML PK500	PK	\$ 15.44
21008-169	VWR TUBE NS GRD 50ML CS500	CS	\$ 133.62
21008-177	VWR TUBE PP NS BULK 50ML CS500	CS	\$ 96.32
21008-214	VWR CENTRIFUGE TUBE 15ML CS500	CS	\$ 94.33
21910-105	VWR WIPER CHEESECTH 18X36	PK	\$ 36.97
21910-110	VWR WIPER ISOPROPL ALCHL PK100	PK	\$ 17.17
21914-758	VWR WIPER SPEC3 9X9IN PK300	CS	\$ 243.50
22234-046	TUBE MICRO MAX PP 1700UL PK250	CS	\$ 126.73
25000-136	VWR BOX 3IN W/81 CELL DIVIDER	EA	\$ 5.29
25384-062	VWR PETRI DISH 60X15MM CS500	CS	\$ 70.16
25384-090	VWR Disposable Petri Dishes 60X15MM CS50	CS	\$ 66.51
25384-168	VWR PETRI DISH 60X15MM CS500	CS	\$ 90.84
25384-308	VWR PETRI DISH 100X15MM CS500	CS	\$ 144.71
25384-324	VWR PETRI DISH 100X10MM CS750	CS	\$ 204.02
25384-348	VWR PETRI XDISH 100X15MM CS500	CS	\$ 134.60
25388-606	PETRI DISH STERILE 50 X 9MM PK100	PK	\$ 48.09
25388-640	PETRI DISH ST W/PAD 50MM PK100	PK	\$ 49.62
25388-640	PETRI DISH ST W/PAD 50MM PK100	CS	\$ 496.23
25608-844	CASSETTE MEGA 30X24X11MM CS750	CS	\$ 200.57
25608-866	CABINET TISSUETEK II W/6 DRWRS	EA	\$ 126.56
25608-902	SLIDE STAINING SET TISSUE-TEK	EA	\$ 521.70
25608-916	SPECIMEN BLOCK CRYOMOLD PK100	CS	\$ 262.35
25608-924	CRYOMOLD INTRM 15X15X5MM PK100	CS	\$ 241.26
25608-978	COVERSLIPPING FILM CS5ROLLS	CS	\$ 665.79
25608-985	CARTRIDGE ACTIVATED CARBON	CS	\$ 311.43
28139-109	PTFEO W/RING 2.0UM 37MM PK50	PK	\$ 446.15
28139-129	MEMBRANEPTFE 2UM 47MM 2BX=PK50	PK	\$ 499.48
28143-302	ACRODISC SUPOR 13MM .45UM PK75	PK	\$ 187.91
28143-352	SYRINGE FILTER .45UM 32MM PK50	PK	\$ 164.00
28143-542	MICROFUNNEL .2UM GRIDDED PK50	PK	\$ 273.66
28143-544	FILTER FUNNEL WHT 0.45UM PK50	PK	\$ 256.74
28143-550	FUNNEL MAG FLTR 9.6CM2 47MM 300ML EA1	EA	\$ 277.54

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Exhibit A-5: Exclusives Market Basket
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VWR Catalog Number	Description	UOM	2020 Sell Price
28143-558	FILTER 50VENT ACRO W/MEMB 0.2UM PK18	PK	\$ 291.30
28143-570	FILTER FUNNEL WHITE 100ML PK50	PK	\$ 333.40
28143-982	SYRINGE FILTERS 13MM PK100	CS	\$ 549.03
28143-986	ACRODISC GLASS FIBER 25MM PK50	CS	\$ 361.45
28144-109	HOLDER FILTER SYRINGE 25MM PK6	PK	\$ 138.39
28144-111	FILTER PTFE ACRO50 PK72	PK	\$ 742.84
28144-754	FUNNEL FILTER 2.9CM2 PSF 25MM 200ML	EA	\$ 194.96
28145-142	FILTER AQUAPREP 600 PK10	PK	\$ 428.41
28145-473	ANALYSLIDE 47MM PK100	PK	\$ 79.21
28145-475	VWR SYRINGE FILTER .2UM CS100	CS	\$ 99.62
28145-485	VWR SYRINGE FILTR 0.45UM CS100	CS	\$ 99.26
28145-497	VWR SYRINGE FILTER .45UM CS100	CS	\$ 97.65
28145-499	VWR SYRINGE FILTER .2UM CS100	CS	\$ 98.46
28145-503	VWR SYRINGE FILTER .45UM CS100	CS	\$ 103.35
28145-553	AIR VENT BACTERIAL 37MM PK24	PK	\$ 257.14
28146-177	CAP SUPOR 0.2UM CAPSULE 500 EA1	EA	\$ 124.21
28146-178	ACROPAK 1000 FILTR CPSLE 0.2UM	EA	\$ 180.01
28146-181	ACROPAK 500 SUPOR .2/.2 STRL EA1	EA	\$ 138.06
28146-198	FILTER CAPSULE ACROPAK 1500 .2	EA	\$ 193.29
28147-956	FILTER DISC PL .2UM 25MM PK100	PK	\$ 102.86
28147-979	SUPOR 200 STRL GRID 47MM PK200	PK	\$ 201.74
28148-584	FILTER MEMBRANE 0.45UM PK100	PK	\$ 136.51
28148-813	FILTER MEMBRANE 47MM PK1000	PK	\$ 478.72
28148-815	FILT MEMB GN6 .45UM47MM CS2000	CS	\$ 917.56
28150-897	FILTER TISSUQUARTZ 25MM DM PK100	PK	\$ 158.17
28150-956	FILTER SYRNG 5UM 32MM GRN PK50	PK	\$ 167.55
28310-015	VWR FILTER PAPER 5.5CM PK100	PK	\$ 4.23
29300-620	CENTRIFUGAL DVC NANOSEP CLR-BL PK100	PK	\$ 313.36
29300-622	NANOSEP 30K RED PK100	PK	\$ 321.72
29300-646	NANOSEP MF 0.2UM 500/PK	PK	\$ 1,078.96
30002-094	VWRLOOP TBE1UL HRD INOC.CS1000	CS	\$ 187.45
30002-096	VWR LOOP INNOC 10UL HRD CS1000	CS	\$ 180.02
30128-376	VWR PAKRAK REFIL 1-200UL PK960	CS	\$ 301.87
30128-378	VWR TIP PAKRAK 1-200UL PK960	CS	\$ 288.57
35519-047	VWR HYGROMETER DIG MIN/MAX/TMP EA=1	EA	\$ 67.99
36582-040	LAMP UV SW/LW UVGL-15 4W 115V	EA	\$ 264.13
36934-164	VWR HYGROMETER THERM DEWPOINT EA=1	EA	\$ 59.66
37001-160	VWR TIP PIPET STRL 10UL PK1152	PK	\$ 74.05
40000-062	VWR DISPENSER 1.0 TO 5.0ML EA=1	EA	\$ 352.62
40000-064	VWR DISPENSER 2.0 TO 10ML EA=1	EA	\$ 352.62

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Exhibit A-5: Exclusives Market Basket
2020

VWR Catalog Number	Description	UOM	2020 Sell Price
40101-224	VWR GLOVES NTRL CL100 MD PK100	CS	\$ 132.09
40101-346	VWR GLOVE MICROGRIP PF MD PK100	PK	\$ 14.45
40101-348	VWR GLOVE NITRILE PF LRG PK100	PK	\$ 14.45
40101-350	VWR GLOVE NITRILE PF XL PK100	PK	\$ 10.01
40101-350	VWR GLOVE NITRILE PF XL PK100	CS	\$ 100.05
40101-354	VWR GLOVES NTRL CL10 MD CS1000	CS	\$ 171.86
40101-356	VWR GLOVES NTRL CL10 LG CS1000	CS	\$ 171.86
414004-113	VWR BOTTLE HDPE WM 250ML PK12	CS	\$ 109.94
414004-115	VWR BOTTLE HDPE WM 1000ML PK6	CS	\$ 97.68
414004-265	VWR PIPET ASPIRATING 2ML CS200	CS	\$ 42.18
414004-266	VWR PIPET ASPIRATING 5ML CS200	CS	\$ 45.25
414004-312	VWR CVRALL MAXP 3XL WHITE CS25	CS	\$ 89.94
414004-323	VWR CVRALL BP SMS 3XL BLU CS25	CS	\$ 124.44
414004-358	VWR LABCT BASP SMS MD BLUE CS30	CS	\$ 61.70
414004-363	VWR LABCT BP SMS LG WHITE CS30	CS	\$ 87.63
414004-367	VWR LABCT BP SMS 4XL WHITE CS30	CS	\$ 77.34
414004-414	VWR HIGH-TOP BOOT COVER UNIVERSAL CS200	CS	\$ 223.70
414004-417	VWR BOOTCOVER HITOP MD CS200	CS	\$ 201.30
414004-420	VWR SLEEVE ADVP XL WHITE CS300	CS	\$ 109.33
414004-421	VWR ADVNCD PROTECTION SLEEVE UNIV CS300	CS	\$ 97.39
414004-477	VWR SHOECOVER IRRADTD XL CS200	CS	\$ 253.02
414004-478	VWR SHOECOVER IRRDTD M CS200	CS	\$ 129.93
414004-479	VWR SHOECOVER IRRDTD L CS200	CS	\$ 130.74
414004-480	VWR SHOECVR NON SKD W UN CS200	CS	\$ 176.27
414004-483	VWR SHOECVR NON SKD W LG CS200	CS	\$ 175.93
414004-512	VWR SHOECVR CPE BLUE XL CS1000	CS	\$ 65.48
414004-638	VWR NEW BOOTCOVER BLU XL CS200	CS	\$ 65.77
414004-640	VWR NEW BOOTCOVER WHITE CS200	CS	\$ 60.38
414004-641	VWR SHOECVR FLUID BLUE UNIV 75PR	CS	\$ 38.07
414004-646	VWR SHOE COVER FLUID WHITE UN 150EA	CS	\$ 38.07
414004-647	VWR SHOE COVER FLUID WHITE XL 150EA	CS	\$ 38.08
414004-650	VWR SHOECVR NSKID AP XL CS300	CS	\$ 71.19
414004-651	VWR SHOECVR NSKID AP 2XL CS300	CS	\$ 76.51
414004-653	VWR SHOECOVER ANTSKD BLUE XLCS300	CS	\$ 39.83
414004-670	VWR MASK EARLOOP BL CS500	CS	\$ 107.80
414004-679	VWR FACESHIELD FULLLNGTH CS200	CS	\$ 242.28
46610-722	VWR VIALS ROBO CLEAR 1.8ML PK100	CS	\$ 117.41
46610-724	VWR VIALS ROBO CLEAR 1.8ML PK100	CS	\$ 146.44
46610-762	VWR GLASS INSRT .25ML6MM CS100	CS	\$ 85.99
46620-328	VWR TIP AEROSOL 0.1 10UL PK960	PK	\$ 63.04

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Exhibit A-5: Exclusives Market Basket
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VWR Catalog Number	Description	UOM	2020 Sell Price
47729-572	VWR CULTURE TUBE 13X100 CS1000	CS	\$ 44.40
47729-584	VWR TUBES CULT 19.50X17.20MM CS500	CS	\$ 72.11
47734-686	PIPET TIPS ZYMARK 100UL PK960	CS	\$ 221.39
47734-817	SEALING FILM ALUMINUM PK100	PK	\$ 61.85
47734-817	SEALING FILM ALUMINUM PK100	CS	\$ 309.26
47743-953	PLATE ASSAY 96 ABI3100 PK10	PK	\$ 28.11
47743-982	PLATE ASSAY PP 500UL RND CS50	CS	\$ 88.31
48300-026	VWR SLIDE MICRSCO PLN/FRSTD 1 MM PK72	CS	\$ 217.47
48311-601	VWR SUPERFROST SLIDE MICRSCO WHT 75X25IN	CS	\$ 296.81
48312-004	VWR SLIDE MICRO FROSTED 75X25IN PK72	CS	\$ 241.36
48366-045	VWR COVER GLASS SQ #1 18MM 1OZ	CS	\$ 78.95
48382-174	VWR SLIDE MICROSCOPE FROSTD 25X75MM PK72	CS	\$ 189.86
48393-059	VWR COVERGLASS NO.1 22X50MM	CS	\$ 89.85
48393-241	VWR COVERGLASS 24X50MM #1.5	CS	\$ 90.19
52877-310	VWR LAB MARKER FINE BLACK SIZE 1 PK10	PK	\$ 24.57
53283-800	VWR TUBES CULT 13X100 CS1000	CS	\$ 192.79
53283-804	VWR TUBES CULT 16X125MM CS1000	CS	\$ 197.74
53283-916	VWR PASTEUR PIPET DISP CS1000	CS	\$ 91.14
53503-616	VWR TIP GENOMIC 200UL PK1000	CS	\$ 213.40
53503-816	VWR TIP PK/RK E GR10UL PK1152	CS	\$ 456.29
53508-783	VWR TIP YELLOW 200UL PK960	CS	\$ 246.98
53508-794	VWR PIPET TIPS STR 200UL PK960	CS	\$ 338.40
53508-920	VWR TIP CLEAR STERILE 1250UL PK576	CS	\$ 261.00
53508-924	VWR TIP REFIL EXP 1250UL PK576	CS	\$ 211.00
53509-007	VWR TIP CL GRD 200UL PK1000	CS	\$ 180.71
53509-009	VWR TIPS GR STRL 200UL PK960	PK	\$ 47.24
53509-009	VWR TIPS GR STRL 200UL PK960	CS	\$ 472.38
53509-132	VWR TIP F/P2+P10 S 10UL PK1152	CS	\$ 487.65
53509-300	VWR TUBE PCR STRP 12WL NT PK80	PK	\$ 87.93
53509-306	VWR TUBE PCR 12STRP W/CAP PK80	PK	\$ 77.40
53510-106	VWR TIP AEROSOL 1 200UL PK960	PK	\$ 42.20
53510-106	VWR TIP AEROSOL 1 200UL PK960	CS	\$ 422.04
53510-122	VWR TIP PAKRAK XP 200UL PK960	CS	\$ 250.49
53550-167	TIP PIPET RND END 200UL PK200	PK	\$ 19.94
53550-698	TUBE MICROCENT GRD 1.7ML PK500	PK	\$ 19.23
53550-937	MICROTUBE W/CAP 1700UL PK500	CS	\$ 131.70
55411-050	VWR RAZOR BLADES NUMBER 9 PK100	PK	\$ 9.69
55411-050	VWR RAZOR BLADES NUMBER 9 PK100	CS	\$ 477.42
55850-412	VWR REGULATOR CO2 0-15PSI 320 EA=1	EA	\$ 282.86
55850-416	VWR REGULATOR CO2 0-125PSI 320	EA	\$ 285.25

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Exhibit A-5: Exclusives Market Basket
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VWR Catalog Number	Description	UOM	2020 Sell Price
55850-420	VWR REGULATOR 3GAS 0-15PSI 580	EA	\$ 285.25
55850-426	VWR REGULATOR 3GAS 0-250PSI580	EA	\$ 285.25
55850-622	VWR REGULATOR HP 3GAS 1-50PSI	EA	\$ 479.75
56608-980	VWR BOTTLE CARRIER BLACK	EA	\$ 44.15
56614-302	VWR BOOTCOVER PE LARGE PK100	CS	\$ 303.63
56614-420	VWR SOAP SOFTCIDE 32OZ	CS	\$ 106.40
56616-031	VWR UNDRPADS 23X24 CS200	CS	\$ 47.80
56617-016	VWR UNDERPAD STD. 23X36 BULK	CS	\$ 44.62
56617-018	VWR UNDERPAD DELUXE 17X24 PK10	CS	\$ 59.37
56617-801	VWR BOX GLASS DISP FLOOR PK6	PK	\$ 32.44
56617-807	VWR BURN BOX FLOOR MODEL PK6	PK	\$ 34.29
58017-880	VWR CUVETTE PS GRD 4.5ML CS500	CS	\$ 58.95
60079-554	VWR LAB FRAME SS 24X48	EA	\$ 524.53
60818-408	VWR TUBE PLYST 12X75MM CS-1000	CS	\$ 36.00
60818-576	VWR TUBE CULTR ST W/CAP CS500	CS	\$ 80.95
60818-618	VWR TUBE NAT 17X100MM CS1000	CS	\$ 61.62
60825-425	VWR TUBE FLINT 16X100 CS1000	CS	\$ 73.24
60825-435	VWR TUBE FLINT GLS 20ML CS1000	CS	\$ 83.79
60941-078	VWR FILM-HEAT RESIST CLR CS100	CS	\$ 121.27
60985-528	VWR TUBING PVC 1/4X3/8IN 50FT	EA	\$ 39.00
60985-532	VWR TUBING PVC 0.25X0.5IN 50FT	EA	\$ 96.21
60985-556	VWR TUBING PVC 1/2X3/4IN 50FT	EA	\$ 114.21
60985-584	VWR TUBING PVC 1X1-1/4IN 50FT	EA	\$ 159.76
60996-012	VWR RACK DRYING POLYSTYRENE	EA	\$ 171.37
61161-336	VWR THERMOMETER MONITOR MEMORY	EA	\$ 55.36
61220-601	VWR THERMOMETER DIGTAL W/PROBE	EA	\$ 532.62
62344-641	VWR ALARM TIMER 4-CHANNEL	EA	\$ 26.51
62344-734	VWR THERMOMETER W/CLOCK HUM MONI 0-50C	EA	\$ 47.41
62993-726	VWR TUBING BLACK RUBBER 1/4X3/16IN 50FT	PK	\$ 150.16
66009-822	SNAP CAP VIALS 2 ML PK100	CS	\$ 105.56
66009-854	VWR ROBO VIAL KIT CLEARIL PK100	CS	\$ 272.02
66010-539	VWR VIAL GLASSORTED CLEAR 1.8ML PK100	CS	\$ 118.05
66011-041	VWR VIAL 1 DRAM PK144	PK	\$ 26.47
66011-041	VWR VIAL 1 DRAM PK144	CS	\$ 435.23
66011-063	VWR VIAL 1-1/2 DRAM PK144	PK	\$ 32.86
66011-085	VWR VIAL 2DRAM BOROSILCT PK144	CS	\$ 367.35
66011-100	VWR VIAL 3 DRAM PK144	PK	\$ 37.59
66011-143	VWR VIAL 6DRAM PK144	CS	\$ 425.80
66012-022	VWR VIAL 4DRAMS 28X57MM PK72	CS	\$ 245.25
71003-036	ENDURA ELECTRO COMP DUO 12 RXN	EA	\$ 203.10

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VWR Catalog Number	Description	UOM	2020 Sell Price
71003-038	ENDURA ELECTRO COMP DUO 24 RXN	EA	\$ 352.82
71003-168	INHIBITOR 100X PROTEASEARREST 5ML	EA	\$ 224.32
75780-350	VWR DUSTER AEROSOL 11OZ CS6	CS	\$ 87.51
75788-456	VWR KIT ERG HI PERFORMANCE 20/200/1000UL	EA	\$ 498.87
75788-458	VWR KIT ERG HI PERFORMANCE 10/100/1000UL	EA	\$ 516.44
75788-460	VWR KIT ERG HI PERFM 10 /20 /200 /1000UL	EA	\$ 640.85
75799-268	VWR SLIDE MICRO ECONOMY PLN 1MM PK72	CS	\$ 153.42
75813-146	VWR VIAL DROSP NARW TRAY K-RESIN 25X95MM	CS	\$ 54.26
75813-150	VWR VIAL DROSP WI TRAY K-RESIN 28.5X95MM	CS	\$ 63.40
75813-152	VWR VIAL DROSP WI BULK K-RESIN 28.5X95MM	CS	\$ 60.29
75813-162	VWR VIAL DROSOPHILA NARW TRAY PS 25X95MM	CS	\$ 34.43
80511-386	DNA POLYMERASE-4 KOD HOT START	EA	\$ 1,095.15
82003-406	VWR SLIDEBOX100PLACE CORK BLUE	EA	\$ 3.68
82003-406	VWR SLIDEBOX100PLACE CORK BLUE	EA	\$ 3.68
82003-406	VWR SLIDEBOX100PLACE CORK BLUE	PK	\$ 95.55
82003-406	VWR SLIDEBOX100PLACE CORK BLUE	CS	\$ 286.66
82003-408	VWR SLIDEBOX100PLACE CORK GRN	EA	\$ 14.19
82003-410	VWR SLIDEBOX 100PLACE CORK RED	EA	\$ 10.88
82003-412	VWR SLIDEBOX 100PLACE CORK YEL	EA	\$ 7.70
82003-414	VWR SLIDEBOX CORK WHITE 100PLACE	EA	\$ 3.22
82003-414	VWR SLIDEBOX CORK WHITE 100PLACE	CS	\$ 287.43
82003-820	VWR WIPERS 11.4X21.0CM PK280	PK	\$ 2.35
82003-824	VWR WIPES DELICATE 3 PLY PK90	CS	\$ 111.62
82006-606	VWR TUBE STRIP 8WELL PK125	PK	\$ 88.71
82006-650	VWR PLATE PCR 96WL FLT NT PK20	CS	\$ 205.95
82007-162	VWR CRYOGENIC BOX WITH GRID 2IN 1.3CM	EA	\$ 3.34
82007-162	VWR CRYOGENIC BOX WITH GRID 2IN 1.3CM	CS	\$ 402.00
82007-219	VWR LAB NOTEBOOK 1/4IN GRID	EA	\$ 11.33
82007-219	VWR LAB NOTEBOOK 1/4IN GRID	CS	\$ 153.39
82007-233	VWR LAB NOTEBOOK 1/4IN CS12	CS	\$ 192.37
82010-750	VWR RACK 4WAY MCROTUBE AST PK5	CS	\$ 255.65
82018-052	VWR CENTRIFUGE TUBE W/GRN CAP 50ML CS500	CS	\$ 83.92
82020-913	VWR SLIDE TRAY CARDBOARD 20PL	EA	\$ 7.57
82021-131	VWR NOTEBOOK 100 PAGE LINED	EA	\$ 14.30
82021-131	VWR NOTEBOOK 100 PAGE LINED	CS	\$ 193.42
82021-133	VWR NOTEBOOK 100 PAGE GENERIC	CS	\$ 160.51
82024-550	VWR BULBS LATEX 1ML PK72	PK	\$ 41.76
82026-407	VWR NOTEBOOK LAB 200 PAGE CS12	CS	\$ 256.81
82031-348	VWR FILTER CFUGL PES MEMB 10K PK100	PK	\$ 261.30
82031-356	VWR FILTER CFUGL NYL MEMB 02UM PK100	PK	\$ 174.03

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VWR Catalog Number	Description	UOM	2020 Sell Price
82031-358	VWR FILTER CFUGL NYL MEMB 02UM PK500	PK	\$ 861.59
82031-360	VWR FILTER CFUGL NYL MEMB 045UM PK100	PK	\$ 173.32
83007-354	VWR PIPET TIP PP 300UL PK576	CS	\$ 233.87
83007-380	VWR TIP BLU 1000UL RK ST PK576	PK	\$ 26.68
83007-380	VWR TIP BLU 1000UL RK ST PK576	CS	\$ 213.37
83007-382	VWR TIP GRAD 1000UL BG PK1000	PK	\$ 17.93
83007-384	VWR TIP GRAD 1000UL RK PK576	CS	\$ 198.35
83007-386	VWR TIP GRAD 1000UL RK S PK576	CS	\$ 205.96
83009-678	VWR TUBE LIBR 1.2ML PK1000	CS	\$ 239.72
87003-226	BDH ARISTAR NITRIC ACID ULT HI-PU 500ML	EA	\$ 252.51
87003-253	HYDROCHLORC ACD ARSTR PLS 2.5L	EA	\$ 92.29
87003-290	VWR TUBE MICRO 0.65ML PK1000	CS	\$ 247.33
87003-296	VWR TUBE MICROCENT RAINBOW 1.7 ML PK500	CS	\$ 180.38
87003-298	VWR TUBE MICROCENT NATURAL 2.0 ML PK400	PK	\$ 15.83
87003-298	VWR TUBE MICROCENT NATURAL 2.0 ML PK400	CS	\$ 158.22
87003-658	BDH ARISTAR NITRIC ACID ULTRA HI-PU 2L	EA	\$ 766.37
89000-044	VWR TUBE GRAD AST 1.5ML PK500	CS	\$ 98.82
89003-422	VWR TIP UF BLU 1000 RACK PK480	CS	\$ 194.62
89003-424	VWR TIP UF GRD 1000 RACK PK480	CS	\$ 193.77
89004-286	VWR TUBE MICRO 0.5 SK ST PK500	PK	\$ 104.00
89004-290	VWR TUBE MICRO SC 1.5 ST PK500	PK	\$ 129.90
89004-302	VWR TUBE MICRO 2.0 SK ST PK500	PK	\$ 105.95
89004-308	VWR TUBE MICRO LC 2.0 SK PK500	PK	\$ 76.66
89004-562	VWR FREEZER STORAGE BOX 25PLC PK5	CS	\$ 129.74
89012-830	VWR COVERALL TYVEK ELAS CS25 2X	CS	\$ 157.92
89012-832	VWR COVERALL TYVEK ELAS 3X CS25	CS	\$ 167.41
89025-282	SCISSOR METZENBAUM STR 4.5	EA	\$ 100.02
89038-274	VWR GLOVE SOFT NITRILE PF XL PK100	CS	\$ 64.43
89039-656	VWR TUBE CENT 50ML FC B CS500	CS	\$ 81.96
89039-664	VWR TUBE CENT 15ML FC B CS500	CS	\$ 64.35
89047-206	VWR CUVETTE ELECTROPORATION 90UL PK50	PK	\$ 121.04
89049-174	VWR TUBE 50ML METAL FREE CS500	CS	\$ 101.99
89049-178	VWR PLATE PCR 96 FOR ABI PK10	CS	\$ 157.57
89068-454	VWR TUBING SIL .25X.438IN 50FT	EA	\$ 143.75
89068-522	VWR TUBING 68A PVC 3/4X1 50FT	EA	\$ 86.84
89079-436	VWR TIP RAIN LTS 20UL PK1056	CS	\$ 211.23
89079-438	VWR TIP RAIN LTS 20UL ST PK1056	CS	\$ 249.99
89079-450	VWR TIP RAIN 250UL STRL PK960	CS	\$ 219.80
89079-460	VWR TIP YEL 200UL STRL PK960	CS	\$ 196.92
89079-472	VWR TIP FLXTOP 1250UL ST PK480	CS	\$ 155.36

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Exhibit A-5: Exclusives Market Basket
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VWR Catalog Number	Description	UOM	2020 Sell Price
89079-488	VWR TIP SLICK 1250UL ST PK480	CS	\$ 169.86
89079-944	VWR PIPETTE EHP 8CHANL 1-10UL	EA	\$ 508.73
89079-946	VWR PIPETTE EHP 8CHANL 5-50UL	EA	\$ 393.31
89079-948	VWR PIPETTE EHP 8CHNL 20-200UL	EA	\$ 469.82
89079-956	VWR PIPETTE EHP 12CHN 20-200UL	EA	\$ 626.28
89079-960	VWR PIPETTE EHP VARIABL .2 -2UL	EA	\$ 167.24
89079-976	VWR PIPETTE EHP VARIABLE 1-5ML	EA	\$ 203.30
89079-978	VWR PIPETTE EHP 1000-10000UL	EA	\$ 168.86
89093-870	VWR VIAL AMBER SEPT PC 40ML CS72	CS	\$ 157.19
89094-056	VWR JAR WIDE MOUTH AMBER QA 950ML CS12	CS	\$ 54.49
89094-204	VWR VIAL CLEAR <10PPB TOC CS80	CS	\$ 169.02
89094-656	VWR BASIN PS 100ML ST REAGENT CS200	CS	\$ 88.83
89094-674	VWR BASIN PS 50ML NONST	CS	\$ 170.60
89094-682	VWR BASIN PS 50ML ST CS100	CS	\$ 99.75
89095-262	VWR FLASK PC125ML BFL STR CS50	CS	\$ 312.40
89095-266	VWR FLASK PC 250ML STER CS50	CS	\$ 344.81
89095-270	VWR FLASK PC 250ML BFL ST CS50	CS	\$ 343.64
89095-274	VWR FLASK PC 500ML STER CS25	CS	\$ 255.08
89095-286	VWR FLASK PC 1L BFLD STER CS25	CS	\$ 287.23
89096-774	VWR VIAL CLEAR PC 20ML CS72	CS	\$ 100.44
89097-540	VWR STOPPER RED 14/20 PK100	PK	\$ 31.34
89097-572	VWR LABEL CRYO 1.5-2ML WH CS20	CS	\$ 76.42
89107-726	VWR ALUMINUM FOIL STANDARD 12INX75FT	CS	\$ 75.69
89107-732	VWR ALUMINUM FOIL HEAVY DUTY 18INX50FT	CS	\$ 112.25
89108-162	VWR IPA 70% STRL 128 OZ CS4	CS	\$ 162.12
89128-794	VWR SHOECOVER GRIPSOLE L CS100	CS	\$ 89.19
89130-886	VWR PIPETTE SERO 5ML PL CS200	CS	\$ 39.85
89130-888	VWR PIPETTE SERO 10ML PL CS200	CS	\$ 31.64
89130-890	VWR PIPETTE SERO 25ML PL CS200	CS	\$ 73.30
89130-896	VWR PIPETTE SERO 5ML PR CS200	CS	\$ 34.12
89130-898	VWR PIPETTE SERO 10ML PR CS200	CS	\$ 36.87
89130-900	VWR PIPETTE SERO 25ML PR CS200	CS	\$ 83.87
89130-902	VWR PIPETTE SERO 50ML PR CS100	CS	\$ 103.33
89131-492	VWR UV AC HANDLAMP DUALUV 115V	EA	\$ 368.41
89131-974	SPIN FILTER 3K 20ML 24PK	PK	\$ 253.92
89132-014	SPIN FILTER 30K 5ML 100PK	PK	\$ 455.80
89132-054	VWR BOTTLE PETG STR 2000ML PK6	CS	\$ 276.36
89132-056	VWR BOTTLE PETG ST 1000ML PK12	CS	\$ 264.77
89132-058	VWR BOTTLE PETG STR 500ML PK12	CS	\$ 373.98
89135-694	ACROPREP 1ML 0.45UM PTFE PK5	PK	\$ 124.12

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Exhibit A-5: Exclusives Market Basket
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VWR Catalog Number	Description	UOM	2020 Sell Price
89136-568	TIPS BIOTIX 300 UL F ST PK960	CS	\$ 256.06
89136-576	TIPS BIOTIX 10 UL XL F S PK960	CS	\$ 256.34
89138-982	EVAGREEN 20X EA=5X1ML	EA	\$ 209.42
89139-142	GELRED 10000X IN H2O BULK	EA	\$ 1,676.91
89139-146	GELGREEN 10000X IN WATER	EA	\$ 115.60
89168-788	CDNA SYNTHESIS KIT 25 REACTION	EA	\$ 217.28
89168-790	CDNA SYNTHESIS KIT 100 REACTION	EA	\$ 773.30
89168-888	VWR FLY PLUGS WM VIAL CS1000	CS	\$ 103.17
89174-520	VWR TIP ZAPSLIK 10UL S PK1152	CS	\$ 663.11
89174-522	VWR TIP ZAPSLIK 10UL X S PK960	PK	\$ 59.14
89174-522	VWR TIP ZAPSLIK 10UL X S PK960	CS	\$ 591.43
89174-526	VWR TIP ZAPSLIK 200UL S PK960	CS	\$ 526.77
89187-848	VWR TIP 10UL LOW BIND PK1248	CS	\$ 394.38
89201-508	VWR N95 RESPIRATOR PK20	CS	\$ 141.85
89201-512	VWR TIP 10UL AERO ST PK960	CS	\$ 299.11
89201-520	VWR TIP 1000UL AERO ST PK768	CS	\$ 184.67
89201-526	VWR TIP 20UL AERO LTS ST PK960	CS	\$ 293.58
89201-528	VWR TIP 200UL AERO LTS PK960	CS	\$ 304.50
89201-530	VWR TIP 1000UL AERO LTS PK768	CS	\$ 175.01
89204-802	TIP FX ROBT 250UL PK960	PK	\$ 40.25
89204-806	TIP FX ROBTFILTER ER 180UL STERILE PK960	PK	\$ 86.84
89204-812	TIP FXMAX RBTFILTER ER20UL STERILE PK960	PK	\$ 114.44
89220-696	VWR BOTTLE FILTRATION 500ML CS12	CS	\$ 125.53
89235-012	ACCUSTART II GELTRACKSUP 4000R	EA	\$ 1,138.50
89236-668	QSCRIPT XLT 1-ST TM 500R	EA	\$ 470.75
89236-672	QSCRIPT XLT 1-ST TM ROX 500R	EA	\$ 470.75
89236-676	QSCRIPT XLT 1-ST TM L-ROX 500R	EA	\$ 514.42
89239-016	VWR CAP BL PP PTFE/RR 9MM PK100	CS	\$ 88.09
89260-212	QPCR MM FAST+ EVAGREEN 500RX	EA	\$ 331.73
89428-754	VWR GLOVE NITRILE 200 PF XL PK200	CS	\$ 103.28
89495-374	TIP AERO LR LTS 20UL PK960	CS	\$ 487.31
89495-378	TIP AERO LR LTS 200UL RACK PK960	CS	\$ 510.11
89495-380	TIP AERO LR LTS 200UL UNO PK960 REFILL	CS	\$ 306.04
89495-432	VWR TIP LTS 20UL 192/RK PK960	PK	\$ 26.18
93000-008	VWR TIP LTS REFL 20UL PK1056	CS	\$ 304.27
93000-032	VWR TUBE 50ML PLUG ST CS500	CS	\$ 103.77
93000-696	VWR PIPET SERO S 5ML .1 CS500	CS	\$ 139.40
93001-120	VWR STRIP PCR LP RT NAT PK120	PK	\$ 83.86
95024-004	ECONOTAQ PLUS GREEN 500RXN	EA	\$ 155.54
95027-450	PCR PREMIX 20UL TUBE 480RXN	EA	\$ 203.01

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VWR Catalog Number	Description	UOM	2020 Sell Price
95040-452	TG1 ELECTROCOMPETENT CELLS	EA	\$ 306.90
95042-556	VWR BAG AUTOCLAVE 24X30 PK100	PK	\$ 117.76
95042-558	J3B BAG AUTOCLAVE 24X36 PK100	PK	\$ 137.80
95043-216	HIBIND RNA COLUMNS	EA	\$ 269.56
95045-070	STAIN CLEARPAGE INSTANT BLUE R.T.U 1L	EA	\$ 229.53
95053-318	ECONOTAQ (WITH MG++) 5000UN	EA	\$ 442.03
95054-946	KIT ONE-STEP 50X RT-PCR SYBR-IQ 200RXN	EA	\$ 462.52
95054-954	KIT ONE-STEP 50X RT-PCR LOW ROX 200RXN	EA	\$ 486.95
95057-860	VWR ABSORBANTS 12X12 CS600	CS	\$ 133.54
95060-670	API 20 NE PK25 25G	PK	\$ 316.58
95060-694	GN TEST KIT VTK2 PK20	PK	\$ 335.09
97000-584	VWR CUVETTE PS MACRO CS500	CS	\$ 66.88
97000-586	VWR CUVETTES PS S-MCRO CS500	CS	\$ 66.95
97000-588	VWR CUVETTES PMMA MACRO CS500	CS	\$ 80.97
97000-590	VWR CUVETTES PMMA S-MCRO CS500	CS	\$ 67.36
97012-218	VIAL SAMP HDS CRP TPGL 22ML 20MM PK1000	PK	\$ 444.36
97012-728	CAP POLYPP SCR PTFE/SIL PK100	PK	\$ 30.76
97049-482	CASSETTE 100K OMEGA CENTRAMATE	EA	\$ 484.42
97051-402	INSERTS PREC DEAC SPG PK100	PK	\$ 120.33
97051-410	INSERT MS PLAST SPRING CS1000	CS	\$ 182.44
97057-820	EPP MRQ VIAL/SNPCAP RSA SIL/PT	PK	\$ 167.07
97065-182	NXGEN PHI29 DNA POLYMERA 10K U	EA	\$ 524.09
97065-226	NXGEN RNASE INHIBITOR	EA	\$ 470.14
97065-230	QPCR SUPERMIX LOW-ROX 200 RXN EA1	EA	\$ 353.27
97065-232	QPCR SUPERMIX LOW-ROX 1000 RXN	EA	\$ 1,711.00
97065-350	KIT DNA PREP FOR PCR EXTRACTA 25ML	EA	\$ 139.37
97066-208	VWR LAB FILTRATION 500ML ASSEMBLY	CS	\$ 126.08
97068-085	FETAL BOVINE SERUM PREMIUM GRADE 500ML	EA	\$ 379.00
99900-198	PFU ULTRA II FUSION DNA	EA	\$ 132.15
BDH0194-20L	BDH BUFFER PH 7 YELLOW 20L	EA	\$ 72.11
BDH1103-19L	BDH ACETONITRILE 19L CAN	EA	\$ 159.20
BDH1109-4LG	1DH CHLOROFORM ACS 4L GLASS AMYLENE	CS	\$ 206.10
BDH1113-4LG	BDH DICHLOROMETHANE ACS GRADE GL BTL 4L	EA	\$ 47.24
BDH1121-4LPC	ETHYL ETHER ACS BHT PC 4L	CS	\$ 182.18
BDH1123-4LP	BDH ETHYL ACETATE ACS GRD POLY BTL 4L	CS	\$ 71.36
BDH1133-4LP	BDH ISOPROPYL ALCOHOL 99.5% 4 L	EA	\$ 34.47
BDH1135-19L	BDH METHANOL 19L CAN	EA	\$ 48.97
BDH1156-4LP	REAGENT ALCOHOL ACS 4L	EA	\$ 33.93
BDH1172-19L	BDH GLYCEROL LAB REAGENT 19L METAL CAN	EA	\$ 341.99
BDH1172-4LP	BDH GLYCEROL POLY BTL CLR 4L F/ORG SYN	EA	\$ 59.99

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VWR Catalog Number	Description	UOM	2020 Sell Price
BDH20067.400	ACETONE HIPERSOLV CHROMANORM F/HPLC 4L	CS	\$ 97.32
BDH23373.400	DICHLOROMETHANE HPLC GRADE 4L	CS	\$ 78.20
BDH83640.400	ACETONITRILE HIPERSOLV CHROMANORM LC-MS	CS	\$ 334.81
BDH85800.400	METHANOL BDH LC-MS GRADE 4 LITER	CS	\$ 144.72
BDH9302-12KG	BDH SODIUM SULFATE 12KG	EA	\$ 139.32
BJ300-4	DICHLOROMETH W/CYCLOHEXENE 4 L	CS	\$ 195.49
BK372790	RESERVOIR STERILE 40ML CS48	CS	\$ 107.60
BK379503	TIP BARRIER SPAN8 125UL CS960	CS	\$ 124.73
BK379506	SPAN8 P20 ST BR TIPBIOMK CS960	CS	\$ 129.56
BK717252	ROBTIC AP96 P250 STER CS960	CS	\$ 69.17
BK717253	TIPS P250 BARRIER DISP CS960	CS	\$ 121.30
BK717255	PIPET TIPS AP96 P20 STER CS960	CS	\$ 81.98
BK717256	TIPS P20 BARRIER AP96 CS960	CS	\$ 130.62
BK8546719	DILUENT ISOTON II 20L F/CELL COUNTER	EA	\$ 63.31
BKA21582	P50 TIPS STERILE CS/10RACKS/96	CS	\$ 89.99
BKA21586	TIPS P50 PRE-STERL W/BAR CS960	CS	\$ 165.22
BKA22288	TIPS P30XL STERILE CS10	CS	\$ 602.82
CBEPS-300X	POWER SUPPLY MINI 50-60 HZ 300V	EA	\$ 484.82
IC50494	LYMPHOCYTE SEPARATION 5X100ML	CS	\$ 248.63
RLMB-010-1000	WATER ULTRAPURE MOL BIO GRD 1L	EA	\$ 111.31