

Customer:

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Biopharmaceutical Platform Soln. w/UNIFI

Quotation No. 21815445 - Expiration Date : 03.10.2018

General information

857425/11832783

Provider:

Waters Pacific Pte Ltd
Joanna Ang
1 Science Park Road
#02-1/06 The Capricorn
Singapore Science Park II
Singapore 117528

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Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Price Details in USD

Please reference this quotation when purchase order is issued

Itn	Part No.	Description	Unit Price	Qty	Gross Price	Disc %	Net Price
Biopharmaceutical Platform Soln. w/UNIFI							
With the following configuration:							
1	176015012	ACQUITY UPLC H-Class Bio Systems (CM-A)	85,700.00	1	85,700.00	-48.00%	44,564.00
2	176015029	ACQUITY UPLC Fluorescence Detector	26,700.00	1	26,700.00	-48.00%	13,884.00
3	176003484	Xevo G2-XS QToF 4k UNIFI	384,500.00	1	384,500.00	-48.00%	199,940.00
4	176002847	Oil-Less Vacuum Pump	9,900.00	1	9,900.00	-48.00%	5,148.00
5	700004189	FLUIDICS TUBING AND FITTINGS	530.00	1	530.00	-48.00%	275.60
6	176002519	MS Ref Stds: Xevo TOF Biopharma Install	969.00	1	969.00	-48.00%	503.88
7	176015127	ACQUITY UPLC Column Heater Cooler 30cm	5,400.00	1	5,400.00	-48.00%	2,808.00
8	205000726	CH-A Extension Kit H/I-Class for MS	570.00	1	570.00	-48.00%	296.40
9	205001862	ACQUITY UPLC 30CM CHC TO H-CLASS	1,100.00	1	1,100.00	-48.00%	572.00
10	176002738	UNIFI Workstation Software	13,500.00	1	13,500.00	-48.00%	7,020.00
11	740004262	Maint 1Yr: UNIFI Workstation Software	2,400.00	1	2,400.00	-48.00%	1,248.00
12	667003916	UNIFI Workstation Large Molecule Option	16,900.00	1	16,900.00	-48.00%	8,788.00
13	740004264	Maint 1Yr: UNIFI W/S Large Molecule Opt	3,000.00	1	3,000.00	-48.00%	1,560.00
14	176004233	Kit, Multi Glycan Library License	6,500.00	1	6,500.00	-48.00%	3,380.00
15	740005772	Maint 1Yr: Glycan GU Library Lic	1,200.00	1	1,200.00	-48.00%	624.00
16	176004034	UNIFI P-Series	6,400.00	1	6,400.00	-48.00%	3,328.00
17	668000419	Monitor, 27"	1,200.00	1	1,200.00	-48.00%	624.00
18	176003250	Glycan Application Kit	3,095.00	1	3,095.00	-48.00%	1,609.40
19	176003251	Glycan Installation Kit	1,961.00	1	1,961.00	-48.00%	1,019.72
20	176001194	Biopharmaceutical Platform Solution Kit	1,839.00	1	1,839.00	-48.00%	956.28
21	176001195	Biopharmaceutical Platform Sol.Inst. Kit	947.00	1	947.00	-48.00%	492.44
22	741000463	BIOPHARMACEUTICAL INSTALL CERTIFICATE	21,600.00	1	21,600.00	-48.00%	11,232.00
23	750000551	ACQ UPLC H-CL BioLab Practitioner course	1,900.00	1	1,900.00	-48.00%	988.00
24	750000552	ACQ. UPLC H-CL Bio Maintenance Course/1D	970.00	1	970.00	-48.00%	504.40
25	750000840	5-day On-Site MS App Training w/eLearn	19,000.00	1	19,000.00	-48.00%	9,880.00
26	176003950	Analytical LC-MS Solvent Install Kit	1,583.00	1	1,583.00	-48.00%	823.16
27	205000737	Option Kit, Mixer, 250uL, bioQSM	730.00	1	730.00	-48.00%	379.60
28	176015029	ACQUITY UPLC Fluorescence Detector	26,700.00	1	26,700.00	-48.00%	13,884.00
29	186005588	Nitrogen Generator NM32LA 230v	22,600.00	1	22,600.00	-48.00%	11,752.00
30	176003585	XevoG2XSQt of QSM SFTNCMTUVFLR	17,200.00	1	17,200.00	-48.00%	8,944.00
Total					669,394.00		348,084.88

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

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Itm	Part No.	Description	Unit Price	Qty	Gross Price	Disc %	Net Price
		Qual UNIFI					
31	700002456	Waters MS Leucine Enkephalin Kit	96.00	1	96.00	-48.00%	49.92
32	700004256	BOTTLE, ROUND, NARROW-MOUTH, 30ML (6PK)	40.00	1	40.00	-48.00%	20.80
33	186003687	ACQUITY UPLC BEH300 C18 1.7µm 2.1x150mm	1,128.00	1	1,128.00	-48.00%	586.56
34	186004742	ACQUITY UPLC BEH Glycan 1.7µm 2.1x150mm	1,128.00	1	1,128.00	-48.00%	586.56
35	186006552	Intact mAb Mass Check Standard	167.00	2	334.00	-48.00%	173.68
36	176003712	GlycoWorks RapiFluorMS Starter Kit-24	3,626.00	1	3,626.00	-48.00%	1,885.52
Total					692,946.00		360,331.92
Total excluding GST							360,331.92
GST						7.00 %	25,223.23
Total							385,555.15

Joanna Ang
Account Manager

Julius Hiu
Sales Manager, Singapore

Terms of Payment

CASH ON DELIVERY

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Optional Products

Please reference this quotation when purchase order is issued

Itn	Part No.	Description	Unit Price	Qty	Gross Price	Disc %	Net Price
37	JWSG01235	Mass Spectrometry Bench Worksurface	9,300.00	1	9,300.00	-48.00%	4,836.00
38	176002736	UNIFI Process Only Workstation Software	7,500.00	1	7,500.00	-48.00%	3,900.00
39	740004263	Maint 1Yr: UNIFI W/S Process Only SW	1,300.00	1	1,300.00	-48.00%	676.00
40	667003916	UNIFI Workstation Large Molecule Option	16,900.00	1	16,900.00	-48.00%	8,788.00
41	740004264	Maint 1Yr: UNIFI W/S Large Molecule Opt	3,000.00	1	3,000.00	-48.00%	1,560.00
42	176004233	Kit, Multi Glycan Library License	6,500.00	1	6,500.00	-48.00%	3,380.00
43	740005772	Maint 1Yr: Glycan GU Library Lic	1,200.00	1	1,200.00	-48.00%	624.00
44	668000419	Monitor, 27"	1,200.00	1	1,200.00	-48.00%	624.00
45	740005836	TAP ACQUITY H-Class PLUS bioQSM (1PM)	3,600.00	1	3,600.00	-40.00%	2,160.00
46	740005851	TAP ACQUITY H-Class PLUS bioSM-FTN (1PM)	4,000.00	1	4,000.00	-40.00%	2,400.00
47	740004248	TAP ACQUITY H BIO Col Mgr-Active (1PM)	1,100.00	1	1,100.00	-40.00%	660.00
48	740002848	TAP ACQUITY FLR DET (1PM)	2,400.00	1	2,400.00	-40.00%	1,440.00
49	740001647	TAP ACQUITY TUV DETECTOR (1PM)	1,700.00	1	1,700.00	-40.00%	1,020.00
50	740005164	TAP Xevo G2-XS QToF (1PM)	41,300.00	1	41,300.00	-40.00%	24,780.00
51	740004211	PEAK NITROGEN GENERATOR COMPLETE PLAN	6,100.00	1	6,100.00	-40.00%	3,660.00
52	740004262	Maint 1Yr: UNIFI Workstation Software	2,400.00	1	2,400.00	-40.00%	1,440.00
53	740004264	Maint 1Yr: UNIFI W/S Large Molecule Opt	3,000.00	2	6,000.00	-40.00%	3,600.00
54	740005020	Maint 1Yr: UNIFI Glycan GU Library	850.00	2	1,700.00	-40.00%	1,020.00
55	740005772	Maint 1Yr: Glycan GU Library Lic	1,200.00	2	2,400.00	-40.00%	1,440.00
56	740004263	Maint 1Yr: UNIFI W/S Process Only SW	1,300.00	1	1,300.00	-40.00%	780.00

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
1	176015012	ACQUITY UPLC H-Class Bio Systems (CM-A)

ACQUITY UPLC H-Class Bio Systems (Column Manager-Active)

3 176003484 **Xevo G2-XS QToF 4k UNIFI**

The Waters Xevo® G2-XS QToF is a high performance benchtop QToF mass spectrometer incorporating the XS Collision Cell for enhanced sensitivity and selectivity, resulting in the highest quality most comprehensive qualitative information together with the ultimate in quantitative performance.

For the scientist who needs to identify, quantify and confirm the broadest range of compounds in the most complex and challenging samples, the Xevo® G2-XS QToF offers maximum robustness with no compromise in performance, class-leading real-world quantitative sensitivity, flexibility to adapt to changing needs, and is accessible to experts and non-experts alike.

STEPWAVE" ION OPTICS

StepWave" ion transfer optics dramatically increases the efficiency of ion transfer from the ion source to the MS analyser at the same time as efficiently eliminating undesirable neutral contaminants. This technology delivers unprecedented levels of robust, durable sensitivity.

2. INTELLISTART" FLUIDICS

The instrument is equipped with an on-board infusion system capable of delivering reference solutions from 3 built-in vial locations. The on-board fluidics system is controlled by the IntelliStart" software to provide automated instrument setup and mass calibration. The reference solutions are delivered via switching valves for either direct or combined (into an LC flow) infusion into the ion source. The valves can in addition be programmed from the software to function as an LC flow divert. If required, the fluidics can be controlled manually via the System Console.

3. QUADRUPOLE ANALYSER

The instrument is equipped with a high performance quadrupole mass analyser. Pre-filters are fitted to the mass analyser to maximise resolution and transmission. The pre-filters also eliminate the need for cleaning of the quadrupole mass analyser. All lens and analyser voltages are digitally controlled. Analyser parameters may be programmed with respect to mass for optimal performance.

4. COLLISION CELL

The instrument is equipped with an XS Collision Cell where the collision energy is under programmable software control. The collision energy and collision gas pressure used during data acquisition are automatically recorded and appended to the relevant data file.

5. TOF ANALYSER

The instrument is equipped with a high performance oaToF mass analyser

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
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with a mass range up to m/z 100,000 and a resolving power of 40,000 FWHM.

6. VACUUM SYSTEM

The instrument is equipped with a differentially pumped, automated vacuum system comprising air-cooled turbomolecular pumps and one backing pump (either one rotary pump or one oil free pump). Vacuum read backs and system vent/pump cycles are digitally monitored and controlled, to provide total software control and ensure fail-safe operation in the event of power failure.

The backing option must be ordered separately (See Backing Pump Options for part numbers and descriptions)

LockSpray " API interface#Dual orthogonal interface for robust LC/MS is included.

The standard system does not include the following items, which must be specified separately:

nanoLockSpray" interface for nanoflow chromatography

Additional inlet probes and ion source options (detailed below).

Acquisition PC data system and monitor

Additional Workstation data system terminals.

Printers.

Vacuum backing pump options (rotary pump or oil-free pump)

HPLC systems or other inlet options.

- | | | |
|----------|------------------|---|
| 4 | 176002847 | Oil-Less Vacuum Pump |
| 5 | 700004189 | FLUIDICS TUBING AND FITTINGS
Tubing and Fittings |
| 6 | 176002519 | MS Ref Stds: Xevo TOF Biopharma Install |
| 7 | 176015127 | ACQUITY UPLC Column Heater Cooler 30cm
ACQUITY UPLC 30 cm Column Heater/Cooler
The Column Heater/Cooler Module controls temperature control for the range of 10°C to 65 °C. Multiple columns having dimensions up to 7.8mm I.D. and up to 300 mm length may be inserted into the unit. Note: This unit does not have active pre-heating. Requires ACQUITY 30cm CHC Compatibility Kit (205000761).
Note: Please order the 205000761 kit when the 30 cm CHC is configured with a system.
Note: this assembly has replaced the original p/n 186015011 |

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
8	205000726	CH-A Extension Kit H/I-Class for MS Extension Arm Kit
9	205001862	ACQUITY UPLC 30CM CHC TO H-CLASS ACQUITY 30cm Column Heater/Cooler to Compatibility Kit The kit includes power cord and all tubing appropriate for connecting HPLC columns to ACQUITY UPLC I-Class PLUS system (or ACQUITY UPLC H-Class PLUS system) and a bracket which accommodates a common platform Sample Organizer. Note: this assembly has replaced the original p/n 176000761
10	176002738	UNIFI Workstation Software A UNIFI Personal Workstation Base Software kit includes an installation DVD, the UNIFI Personal Base Software License (which includes Five (5)-Named User Licenses), On-line Help, Installation and Configuration Guide, Upgrade and Configuration Guide, and the System Administrator's Guide.
11	740004262	Maint 1Yr: UNIFI Workstation Software
12	667003916	UNIFI Workstation Large Molecule Option UNIFI Workstation Large Molecule option provides access to Peptide Map, Intact Protein analysis types, and MaxEnt deconvolution processing functions. This option is on a per-workstation basis.
13	740004264	Maint 1Yr: UNIFI W/S Large Molecule Opt
14	176004233	Kit, Multi Glycan Library License
15	740005772	Maint 1Yr: Glycan GU Library Lic
16	176004034	UNIFI P-Series
17	668000419	Monitor, 27"

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
18	176003250	Glycan Application Kit Glycan Application Solution Application Kit The Kit contains the following items: # ACQUITY UPLC BEH Glycan 1.7um2.1 x 100mm # PEEK Tubing kit # TruView LCMS Total Recovery Vials C+PTFE/Sil Sep
19	176003251	Glycan Installation Kit Glycan Application Solution Installation Kit The Kit contains the following items: # Glycan Performance Test Standard # Dextran Calibration Ladder # Ammonium Formate # Glassware Kit: # Qty 10: 5.75 glass Pasteur Pipets # Qty 2: 2-mm latex Pipet Bulb # Qty 4: 10-mL Class A Volumetric Flask and Stoppers
20	176001194	Biopharmaceutical Platform Solution Kit Biopharmaceutical Platform Solution Application Kit The Biopharmaceutical Platform Solution Application Kit contains the following items: # ACQUITY UPLC PST BEH130 C18 1.7um 2.1 x 100mm # ACQUITY UPLC PST BEH300 C18 PST 1.7um 2.1 x 100mm # ACQUITY UPLC PST (CSH) 130 Å C18 1.7um 2.1 x 100mm # ACQUITY UPLC PrST BEH300 C4 2.1 x 50mm # 12x32 gls max rec w/preslit septa # Biopharmaceutical Platform Solution DVD
21	176001195	Biopharmaceutical Platform Sol.Inst. Kit Biopharmaceutical Platform Solution Installation Kit The Kit contains the following items: # MassPrep Enolase Digestion Standard # Intact mAb Mass Check Standard # Formic Acid # Glassware Kit: # Qty 10: 5.75 glass Pasteur Pipets # Qty 2: 2-mm latex Pipet Bulb # Qty 4: 10-mL Class A Volumetric Flask and Stoppers

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
22	741000463	BIOPHARMACEUTICAL INSTALL CERTIFICATE
23	750000551	ACQ UPLC H-CL BioLab Practitioner course
24	750000552	ACQ. UPLC H-CL Bio Maintenance Course/1D
25	750000840	5-day On-Site MS App Training w/eLearn
26	176003950	Analytical LC-MS Solvent Install Kit Analytical LC-MS Solvent Install Kit The Analytical LC-MS Solvent Install Kit is intended to assist in effectively installing new LC-MS systems by minimizing sources of possible contamination. This kit includes the LC-MS Grade Solvent Kit (186008715) as well as the Waters Certified Container Kit (186007088). Additional kit components also include a formic acid additive, aqueous ammonia additive and nitrile gloves. Note: Because this is a hazardous material and GHS requirements vary from country to country, Waters Corporation is only able to ship this item to specific countries worldwide. If the destination for this order (i.e. the ship to country) is changed to a non-permitted country at any point after this quote was generated, this item will be excluded from the final order.
28	176015029	ACQUITY UPLC Fluorescence Detector ACQUITY UPLC FLR Detector The Waters ACQUITY UPLC Fluorescence (FLR) Detector is a multi-channel, multi-wavelength fluorescence detector designed for use in the ACQUITY UPLC H-Class system. Optimized for Ultra Performance Liquid Chromatography, the FLR detector's innovative axially illuminated, low-volume flow cell design and low-noise electronics result in a detector that brings unsurpassed sensitivity and selectivity to UPLC. Detector wavelength range is 200-900nm. Signal-to-noise ratio is >1000 (Water Raman band). The detector incorporates four data channels, two wavelength pairs per channel, and supports both 2D and 3D scanning injection modes. Access to detector status # wavelength, lamp on/off # and diagnostic information is supported through the ACQUITY UPLC System Instrument Console. Instrument communications with the host computer are through Ethernet communications protocols.
29	186005588	Nitrogen Generator NM32LA 230v Nitrogen Generator NM32LA 230v The Peak Scientific NM32LA is a self-contained Nitrogen Generator with built-in Air Compressor. No additional equipment is required. Quiet in operation, the NM32LA utilizes membrane technology to selectively remove oxygen, moisture and other

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
		gases to leave clean, dry, phthalate free nitrogen. Note this option will only run a single Mass Spectrometer.
30	176003585	XevoG2XSQtof QSMFTNCMTUVFLR Qual UNIFI
31	700002456	Waters MS Leucine Enkephalin Kit MS Leucine Enkephalin Kit
32	700004256	BOTTLE, ROUND, NARROW-MOUTH, 30ML (6PK) Bottle, Narrow Mouth, 30mL, 6/pk
33	186003687	ACQUITY UPLC BEH300 C18 1.7µm 2.1x150mm ACQUITY UPLC Peptide BEH C18 Column, 300Å, 1.7 µm, 2.1 mm X 150 mm, 1/pkg
34	186004742	ACQUITY UPLC BEH Glycan 1.7µm 2.1x150mm ACQUITY UPLC Glycan BEH Amide Column, 130Å, 1.7 µm, 2.1 mm X 150 mm, 1/pkg
35	186006552	Intact mAb Mass Check Standard Intact mAb Mass Check Standard
36	176003712	GlycoWorks RapiFluorMS Starter Kit-24 Glycoworks RapiFluor-MS N-Glycan Starter Kit-24 sample
37	JWSG01235	Mass Spectrometry Bench Worksurface
38	176002736	UNIFI Process Only Workstation Software A UNIFI Process Only Workstation Base Software kit includes an installation DVD, the UNIFI Personal Base Software License (which includes Five (5)- Named User Licenses), On-line Help, Installation and Configuration Guide, Upgrade and Configuration Guide, and the System Administrator's Guide.

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

Detail Product Descriptions

Itm	Part No.	Description
39	740004263	Maint 1Yr: UNIFI W/S Process Only SW
45	740005836	TAP ACQUITY H-Class PLUS bioQSM (1PM)
46	740005851	TAP ACQUITY H-Class PLUS bioSM-FTN (1PM)
47	740004248	TAP ACQUITY H BIO Col Mgr-Active (1PM)
48	740002848	TAP ACQUITY FLR DET (1PM)
49	740001647	TAP ACQUITY TUV DETECTOR (1PM)
50	740005164	TAP Xevo G2-XS QToF (1PM)
51	740004211	PEAK NITROGEN GENERATOR COMPLETE PLAN
54	740005020	Maint 1Yr: UNIFI Glycan GU Library

Quotation

Biopharmaceutical Platform Soln. w/UNIFI

General Sales Terms and Conditions

1. General
Waters Pacific Pte Ltd ("Seller") hereby agrees to sell the products to buy upon the terms and conditions set forth herewith. Seller shall not be bound by any standard or printed terms furnished by the Buyer in any of its documents, unless the Buyer specifically states in writing separately from such terms that it intends such terms to apply and the Seller acknowledges such notification in writing.
2. Price
 - a. Unless otherwise agreed at the time of sale, the price stated is ex-works and exclusive of Goods & Services Tax which shall be chargeable in addition upon supply of goods.
 - b. All quotations and estimates used by Seller are, unless otherwise stated, based on current costs and are subject to amendment on or after acceptance of order by Seller to meet any rise in such costs.
 - c. Any variation to prices quoted as a result of government taxes and levies will be for the Buyer's accounts.
 - d. Written quotations automatically expire 30 calendar days from the date issued and are subject to termination by notice within that period. All orders based on written quotations are subject to Seller's acceptance at its office in 1 Science Park Road #02-01 The Capricorn, Singapore Science Park II, Singapore 117528.
3. Delivery
 - a. Stock items are processed for prompt delivery. Whilst there is no minimum order value there is a minimum charge in respect of packing, handling and delivery. Details of these charges are available on request.
 - b. Notwithstanding that the Seller and the Buyer may agree to deliver the goods at some specified place the delivery of goods to a carrier for the purpose of transmission to the Buyer is deemed to be a delivery of the goods to the Buyer and risk in the goods shall pass accordingly at the moment of delivery to the carrier.
 - c. Inspection and testing and/or installation of the goods is not provided by Seller unless otherwise agreed at the time of sale.
 - d. Seller retains ownership of the goods the property in which shall not pass to Buyer and Buyer shall keep any goods delivered to it as bailee for and on behalf of Seller until Seller has received payment of the price of all the goods (whether or not the goods are delivered in instalments and some have been paid for by Buyer pursuant to these terms) and until such time the Buyer shall store the goods separately or in some other way ensure that the goods are readily identifiable as the property of Seller and at Seller's request either shall deliver up to the goods to Seller or shall permit Seller to enter Buyer's business or other premises to repossess the goods and subsequently re-sell them.
 - e. The provisions of this clause 3(d) shall survive the determination of the contract for whatever reason.
4. Payment
 - a. Payment terms are strictly Net Cash 30 days after delivery of the goods, provided Buyer's credit has been approved or specified in the quote. If the Buyer's credit had not been established with Seller, terms are payment in advance.
 - b. All payments made by Buyer shall be made without any deduction of deferment in respect of any disputes or claims whatsoever and/or in respect of any taxes imposed by or under the authority of any government or public authority.
 - c. Where Seller does not receive payment of any of its invoices within 30 days of the date thereof interest shall thereafter accrue on the sum due and owing to Seller at the rate of 2% per month calculated on a daily basis without prejudice to Seller's right to receive payment within such 30 day period.
 - d. Time for payment shall be of the essence.
5. Confidentiality/Intellectual Property
 - a. Any order received by Seller will be treated as confidential and will not be disclosed or publicised to any third party for any reason without the prior written consent of Buyer. Neither shall Seller use Buyer's name or other identify for advertising or publicity purposes without Buyer's prior written consent.
 - b. The sale of the goods by Seller to Buyer does not confer any right or license upon buyer to use, exploit or otherwise utilise any intellectual property rights subsisting in or relating to the goods of which Seller is a proprietor or to which Seller is otherwise entitled.
6. Specifications
The characteristics and specifications of Seller's products are documented in Seller's technical literature and are approximately only Seller reserves the right to change product specifications without prior notice.
7. Cancellation
An order accepted by Seller may be cancelled only before delivery of the goods and only with the consent of Seller upon terms that Buyer will indemnify Seller against any loss incurred.
8. Return
In no case are products to be returned without first obtaining the consent of the Seller. Only unused products as currently manufactured which have been invoiced by the Seller within 30 days will be considered for return. Products accepted for credit are subject to a 20 per cent service charge plus all transportation charges. Products built to order or not of the original manufacturer of the Seller are not subject to return for credit under any circumstances. Products must be securely packed to reach the Seller without damaged. No returns shall be authorised after 90 days following shipment to buyer.
9. Warranty
The Products and/or services shall be covered by the applicable Waters' standard warranty, a copy of which is supplied with the Products and/or services or upon request. NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PRODUCTS AND/OR SERVICES. WATERS EXPRESSLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Any model or sample furnished to the Buyer is merely illustrative of the general types and quality of goods and does not represent that the Products will conform to Waters applicable standard warranty. WATERS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER INDIRECT DAMAGES RESULTING FROM ECONOMIC LOSS OR PROPERTY DAMAGE SUSTAINED BY BUYER FROM THE USE OF ITS PRODUCTS OR SERVICES.
10. Termination
 - a. It prior to the delivery of the goods (or any instalment thereof) Seller has reason to believe that Buyer is unable to pay its debts or if Buyer enters into liquidation (other than for the purpose of effecting a reconstruction or amalgamation) whether compulsory or voluntary or compounds with or conveys a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt or ceases for any reason to carry on business, Seller may terminate the contract by notice in writing to Buyer.
 - b. Termination of the contract pursuant to Clause 10(a) shall not effect the accrued rights of the parties arising in any way out of such contract as of the date of termination.
11. Variation
Neither Seller or Buyer shall be bound by any variation, waiver of or an addition to, those terms and conditions except as agreed by both parties in writing.
12. Time
Seller will endeavour to dispatch the products on the promised delivery date but does not guarantee to do so.
13. Force Majeure
Waters shall have no liability for failure to perform or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilisation, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes or labour disturbances.
14. Law
The contract shall be deemed to have been made in Singapore and the Parties to the contract hereby submit to the jurisdiction of Singapore courts. Singapore law shall be the proper law of the contract.