



SOLE SOURCE CERTIFICATE AND POSTING NOTICE

A sole source procurement is when you make a request to purchase product(s) and/or service(s) without competition when competition is otherwise required. This means that product/service is unique and that the supplier is the only supplier that can provide the product or service. In accordance with the authority granted under applicable Florida law and UCF Regulation 7.130, the following documentation is submitted in support of this request.

The purchase requisition can be entered into UCF Financials at any point during the process set forth herein; however, doing so does not ensure approval of the sole source.

The completed sole source must be approved in the following order. **Please be sure to obtain all required signatures before submitting the form to Procurement Services.**

- PI/Researcher/Director/Chair
- President/Vice President/Dean
- Procurement Specialist
- Procurement Services Associate Director
- Assistant Vice President for Tax, Payables & Procurement, who will review and provide a recommendation to approve or disapprove the sole source to:
- Chief Financial Officer, who will either directly approve or disapprove the sole source, or forward it to the Provost and Executive Vice President for goods/services related to academia for input prior to making the final decision.

Contingent upon the approval of all the officers/individuals listed, the sole source shall be posted on the UCF Procurement Services website for seventy-two (72) business hours. Upon expiration of said posting period, Procurement Services will process a purchase order upon receipt of the requisition.

Once the completed sole source is received, Procurement Services reviews the documentation provided and determines whether the sole source is valid or if there are additional suppliers that may be able to provide the requested product or service. The sole source review and approval process varies based on the nature of the product/service being requested and the information provided in the requestor's justification, among other factors, so please keep this in mind when submitting the form.

The usual bidding process shall be conducted if sole source approval is not granted.

PART I: DEPARTMENT AND SUPPLIER INFORMATION

Department Name: MSE

Contact & Phone: _____

Purchase Request No.: _____

Product/Service Cost: \$86,328.40

Company Name: Wyatt Technology

Email: orders@wyatt.com

Contact Person: Landry Bennett

Title: Sales Representative

Product and/or Service: Mobius with QELS and accessories (see the quotation)

Telephone: (805) 681-9009

Facsimile: (805) 681-0123

Address: 6330 Hollister Avenue

City: Santa Barbara

State and Zip: CA 93117

PART II: SOLE SOURCE JUSTIFICATION (see pages 4-5)

Only justifications submitted on this form and in the below format will be reviewed for approval. All of the below listed points MUST be fully answered on the following pages and any additional attached pages as needed. Failure to submit justification as outlined in the format below will result in the form being returned without review.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman's language.
2. State in detail why only this and no other product(s)/service(s) will satisfy the department's requirements.
3. State why the product(s) and/or service(s) are available from only one source and how that determination was made. Explain the research conducted to support this claim.
4. Provide an explanation to support the belief that the price is fair and reasonable.

PART III: SOLE SOURCE CERTIFICATIONS

- A. In my professional opinion, this is the only product or service that can reasonably meet my requirement(s)/specification(s), and this is the only supplier who can provide the product or service. I further certify that the information contained herein is true and correct to the best of my knowledge and belief and would withstand any audit or supplier protest.
- B. I, the undersigned, certify that I and/or the user do not have a financial interest in the above named supplier or contractor, and that I am unaware of any conflict of interest related to this purchase.



Date: 2022.03.07
10:36:43 -05'00'

Kristopher O. Davis

03/07/2022

Signature

Printed Name and Title (PI/Researcher/Director/Chair)

Date

I, the undersigned, hereby concur with the above justification and authorize the acquisition of the above product(s) and/or service(s) on a sole source basis.

michaelg

Digitally signed by michaelg
Date: 2022.03.12 19:16:35
-05'00'

03/07/2022

Signature

Printed Name and Title (President/Vice President/Dean)

Date

(Delegations not allowed; emails from absent approvers are acceptable)

I, the undersigned, hereby concur with the above justification and support a sole source approval for the above product(s) and/or service(s).

See email approval attached

03/07/2022

Signature

Printed Name and Title (Procurement Specialist)

Date

I, the undersigned, hereby concur with the above justification and support the acquisition of the above product(s) and/or service(s) on a sole source basis.

See email approval attached

Signature

**Printed Name and Title
(Procurement Services Associate Director)**

Date

I, the undersigned, hereby concur with the above justification and authorize the acquisition of the above product(s) and/or service(s) on a sole source basis.

See email approval attached

Signature

**Printed Name and Title
(Asst. Vice President for Tax, Payables & Procurement)**

Date

I, the undersigned, hereby concur with the above justification and authorize the acquisition of the above product(s) and/or service(s) on a sole source basis.

See email approval attached

Signature

Printed Name and Title (Chief Financial Officer)

Date

POSTING NOTICE

5/26/22 1:00 PM EST

Date/Time Posted

6/1/22 1:00PM EST

Posting End Date

2227

UCF Control No.

Trinh Nguyen

Procurement Specialist

SOLE SOURCE JUSTIFICATION

Please answer the questions below and attach additional documentation if needed.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman's language.

This instrument measures the size and zeta potential of nanoparticles in colloidal suspensions. It performs simultaneous dynamic light scattering (DLS) and phase analysis light scattering (PALS) to determine size and zeta potential with high sensitivity, robustness and automation. This instrument uses an array of detectors to achieve superior performance.

The materials that it can characterize are:

- a) Nanoparticles, emulsions and suspensions
- b) Viruses and extracellular vesicles
- c) Proteins, peptides and polymers

Colloidal characterization with DLS and PALS include:

- a) Hydrodynamic size and size distribution
- b) Zeta potential and electrophoretic mobility
- c) Net charge and effective charge
- d) Propensity for aggregation
- e) Turbidity and impurities

2. State in detail why only this and no other product(s)/service(s) will satisfy the department's requirements.

This instrument will be used for multidisciplinary research involving students and faculty members from different departments and different types of materials. High sensitivity and hands-off automation will allow accurate and reliable measurements at ease. During the Demo by three companies in our lab Wyatt's instrument, Mobius, made reliable measurements for the silicon nanoparticle size, the zeta potential and also the resolution was considered to be better than the other companies which are rejected.

SOLE SOURCE JUSTIFICATION

3. State why the product(s) and/or service(s) are available from only one source and how that determination was made. Explain the research conducted to support this claim.

We contacted three vendors and they gave us a demo of their instrument in our lab. They made measurements with our samples and we found that Wyatt's instrument Mobius fits our need better. A separate document, which contains additional information about various features of Mobius, is provided for sole source justification

4. Provide an explanation to support the belief that the price is fair and reasonable.

Nanoparticle analyzers are generally expensive because the instrument consists of expensive components such as a laser, photodetectors and complicated data analysis algorithms. Considering the applicability of Wyatt's instrument to different types of material for measuring numerous properties we believe that the price is fair and reasonable.

From: [Gerald Hector](#)
To: [Joel Levenson](#)
Cc: [Brian Sargent](#); [Trinh Nguyen](#)
Subject: Re: Requisition 502490 - Watt Technology - Dr. Kris Davis
Date: Wednesday, May 25, 2022 11:07:29 AM

Joel:

I approve.

Regards,

Gerald.

From: Joel Levenson <Joel.Levenson@ucf.edu>
Sent: Monday, May 23, 2022 7:07 PM
To: Gerald Hector <Gerald.Hector@ucf.edu>
Cc: Brian Sargent <Brian.Sargent@ucf.edu>; Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Subject: FW: Requisition 502490 - Watt Technology - Dr. Kris Davis

Good evening Gerald,

I support this sole source award. This piece of equipment to be used in a lab to assist with measurement of certain particles in certain situations. The department researched three different vendors offering comparable equipment, however the Wyatt solution offered specifications needed for various research projects and better reporting. All three companies were actually brought in and demonstrated their equipment to UCF employees.

If you approve of this sole source, reply all and indicate as such. If you have any additional questions, let us know.

Thank you,

From: Brian Sargent <Brian.Sargent@ucf.edu>
Sent: Monday, May 23, 2022 10:16 AM
To: Joel Levenson <Joel.Levenson@ucf.edu>
Cc: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Subject: FW: Requisition 502490 - Watt Technology - Dr. Kris Davis

Good morning Joel,

I support this sole source for the reasons listed below at attached. There are other sources for nanoparticle analyzers, and they were researched and demo'd, but only the equipment from Wyatt Technology was able to meet the requirements.

Please approve/disapprove.

Regards,

Brian

From: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Sent: Friday, May 20, 2022 11:13 AM
To: Brian Sargent <Brian.Sargent@ucf.edu>
Subject: FW: Requisition 502490 - Watt Technology - Dr. Kris Davis

Good morning Brian,

I have reviewed the attached sole source with additional information provided and can support it with the following reasons. Can you please also review to see if you agree or not.

Vendor: Wyatt Technologies
Product: Mobius with QELS and accessories
Total Amount: \$88,248.00
Dept: MSE

Requirement:

The department wants to procure a nanoparticle analyzer that's made up of a dynamic light scattering (DLS) and phase analysis light scattering (PALS) to measure various type of materials on the size and zeta potential of nanoparticles in colloidal suspensions. This instrument will be used for multidisciplinary research involving students and faculty members from different departments working with different types of materials that requires measurement of colloidal characterization with the DLS and PALS:

Materials:

- Nanoparticles, emulsions, and suspensions
- Viruses and extracellular vesicles
- Proteins, peptides, and polymers

Measurements of colloidal characterization with the DLS and PALS:

- Hydrodynamic size and size distribution
- Zeta potential and electrophoretic mobility
- Net charge and effective charge
- Propensity for aggregation
- Turbidity and impurities

Research Conducted:

The department had the below three suppliers with similar instruments to do a demo on the materials that the multidisciplinary research group uses and only the Mobius instrument from Wyatt Technologies was able to perform all the above measurements reliably. The instruments are all similar in principle, but the Malvern and Anton Paar instruments were not effective in their measurements for the nanoparticle size and the zeta potential on the actual samples. The PI also provide a sole source justification write-up attached that goes into greater details on why the Mobius instruments and none of the competitive systems can match the criteria required for their research efforts.

- **Wyatt Technologies -Mobius**
- **Malvern Panalytical**
- **Anton Paar**

Price is fair and reasonable:

It was noted that nanoparticle analyzers are generally expensive because the instrument consists of expensive components such as a laser, photodetectors, and complicated data analysis algorithms. Considering the applicability of Wyatt's instrument to different types of material for measuring numerous properties the department believes that the price is fair and reasonable. The PI obtained quotes from the three suppliers as shown below.

- | | | |
|------------------------------|-------------|-------------|
| • Wyatt Technologies -Mobius | \$86,328.40 | |
| • Malvern Panalytical | \$88,000.00 | |
| • Anton Paar | | \$61,371.00 |

Thanks,
Trinh

From: Kristopher Davis <Kristopher.Davis@ucf.edu>
Sent: Tuesday, May 10, 2022 3:14 PM
To: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Cc: Chyrel Jackson <Angela.Jackson@ucf.edu>
Subject: Re: Requisition 502490 - Watt Technology - Dr. Kris Davis

Trinh,

The parameters listed in the bullet points refer to some of the things we need to measure. We looked both at the details of the instrumentation, but more importantly, we did a demo on some of our specific materials with these companies. Only Mobius could perform these measurements on our materials, particularly the high viscosity materials we tend to work with. The systems are all similar in principle, but the other two were not effective on our actual samples.

Best regards,
Kris

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Kristopher O. Davis, Ph.D.
Assistant Professor, Materials Science and Engineering
University of Central Florida
4353 Scorpius Street
Room 150H
Orlando, FL 32816-0120
Secondary Joint Appointments
- Resilient, Intelligent and Sustainable Energy Systems (RISES) Center
- FSEC Energy Research Center
- CREOL, the College of Optics and Photonics
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From: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Date: Tuesday, May 3, 2022 at 10:45 AM

To: Kristopher Davis <Kristopher.Davis@ucf.edu>
Cc: Chyrel Jackson <Angela.Jackson@ucf.edu>
Subject: RE: Requisition 502490 - Watt Technology - Dr. Kris Davis

Good morning Dr. Davis,

I'm having a hard time understanding what makes the Mobius unique. The required requirement in the waiver is different from the attached Sole Source Mobius justification. In the waiver you outlined the below required criteria and in the Mobius Justifications the required criteria are different (sample volume and cells, temperature control, measurement range, etc.)? which criteria can't the Malvern and Anton Parr equipment satisfy that only Mobius can provide? The below is vague.

- Hydrodynamic size and size distribution
- Zeta potential and electrophoretic mobility
- Net charge and effective charge
- Propensity for aggregation
- Turbidity and impurities

Thanks,
Trinh

From: Chyrel Jackson <Angela.Jackson@ucf.edu>
Sent: Friday, April 22, 2022 1:20 PM
To: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Cc: Kristopher Davis <Kristopher.Davis@ucf.edu>
Subject: FW: Requisition 502490 - Watt Technology - Dr. Kris Davis

Good afternoon, Trinh,
Please find the requested document attached regarding Mobius and also attached are the responses from Dr. Davis for your questions below.

Please let us know if you need any additional information.
Regards,
Chyrel

Chyrel Jackson
University of Central Florida
Advanced Materials Processing and Analysis Center
Engineering Building I - Room 207H
Orlando, FL 32816
407-882-1455
Angela.Jackson@ucf.edu

From: Kristopher Davis <Kristopher.Davis@ucf.edu>
Sent: Friday, April 22, 2022 1:09 PM
To: Chyrel Jackson <Angela.Jackson@ucf.edu>
Subject: Re: Requisition 502490 - Watt Technology - Dr. Kris Davis

Chyrel,

Please find the responses attached here.

Best regards,
Kris

From: Chyrel Jackson <Angela.Jackson@ucf.edu>
Date: Tuesday, April 19, 2022 at 12:58 PM
To: Kristopher Davis <Kristopher.Davis@ucf.edu>
Subject: FW: Requisition 502490 - Watt Technology - Dr. Kris Davis

Hi Kris,
I just received the below response from Trinh in procurement regarding the Watt Technology purchase. Can you please respond to each of her questions below and send back to me? I already have the Mobius quote attached (Question 3) to send to her.

Thank you for your time,
Chyrel

From: Trinh Nguyen <Trinh.Nguyen@ucf.edu>

Sent: Tuesday, April 19, 2022 12:48 PM
To: Chyrel Jackson <Angela.Jackson@ucf.edu>
Subject: RE: Requisition 502490 - Watt Technology - Dr. Kris Davis

Hi Chyrel,

I need more information from the PI for my review. Can you please ask the PI to answer the below questions?

1. What are the required requirements for this material measurement instruments? Does it need to characterize all the materials that are listed in the waiver and what resolution spec should it meet?
2. Are the three companies (Wyatt Technologies, Malvern, and Anton Parr) the only suppliers out in the marketplace that can provide this type of instrument? Or are there others and why only these three were contacted?
3. Please provide the document that contains additional information about the Mobius unique features. It wasn't attached to the req.
4. It was mentioned that other companies were rejected. Who are these other companies and what required requirement(s) can't they meet?

Thanks,
Trinh

From: Chyrel Jackson <Angela.Jackson@ucf.edu>
Sent: Tuesday, April 12, 2022 11:02 AM
To: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Subject: RE: Requisition 502490 - Watt Technology - Dr. Kris Davis

Thank you so much, Trinh.

From: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Sent: Tuesday, April 12, 2022 11:01 AM
To: Chyrel Jackson <Angela.Jackson@ucf.edu>
Subject: RE: Requisition 502490 - Watt Technology - Dr. Kris Davis

Hi Chyrel,

Serena routed the req to me and it has a Sole Source attached so I need to review it and will reach out with any questions.

Thanks,
Trinh

From: Chyrel Jackson <Angela.Jackson@ucf.edu>
Sent: Tuesday, April 12, 2022 10:57 AM
To: Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Subject: RE: Requisition 502490 - Watt Technology - Dr. Kris Davis

Good morning, Trinh,
I am just checking to see when you may be able to review/approve this requisition for Dr. Davis.
Regards,
Chyrel

From: Serena Bell <Serena.Bell@ucf.edu>
Sent: Thursday, April 7, 2022 12:16 PM
To: Chyrel Jackson <Angela.Jackson@ucf.edu>
Subject: RE: Requisition 502490 - Watt Technology - Dr. Kris Davis

Hi Chyrel,

This req is in my worklist however Lab & Scientific Equipment is handled by Trinh Nguyen. I have routed the req to her and she is aware and will review for processing. Please contact Trinh if you have any questions or concerns.

Serena

From: Chyrel Jackson <Angela.Jackson@ucf.edu>
Sent: Thursday, April 7, 2022 11:24 AM
To: Serena Bell <Serena.Bell@ucf.edu>
Subject: Requisition 502490 - Watt Technology - Dr. Kris Davis

Hello Serena,
I am just checking to see when someone on your team may be reviewing this requisition for approval. Your name is one of several that would potentially approve in the final stage.

Best Regards,
Chyrel

UCF01
Requisition ID 0000502490
Requisition Name K Davis/ Watt Technology
Requester [Jackson,Angela C](#)
Entered on 03/08/2022
Status Pending
Priority High
Budget Status Valid

Total Amount 86,328.40 USD

Chyrel Jackson
[University of Central Florida](#)
Advanced Materials Processing and Analysis Center
Engineering Building I - Room 207H
Orlando, FL 32816
407-882-1455
Angela.Jackson@ucf.edu

Sole-Source Justification for Wyatt Technology Corporation's Mobius™ DLS/ELS instrument

1. Introduction

Wyatt Technology Corp. (Wyatt) is the industry leader in light scattering instrumentation for the characterization of the physical properties of macromolecules and nanoparticles in solution. Wyatt's instruments are placed in thousands of research labs in over 50 countries around the world, and have been cited in thousands of peer-reviewed publications. While there are other dynamic and electrophoretic light scattering systems and vendors, none sell the Mobius, and none of the competitive systems can match the primary criteria required for our research efforts.

2. Mobius

The Mobius, designed for analysis of challenging samples and automation, is a dynamic light scattering (DLS) and electrophoretic light scattering (ELS) instrument developed by Wyatt. This instrument uniquely meets our needs because it, with the associated DYNAMICS data acquisition and analysis software, uniquely combines advanced technical features to meet the following requirements which are deemed necessary to perform the measurements expected with acceptable accuracy, precision and repeatability:

2.1. Sample volume and cells

- 2.1.1. The instrument must offer multiple sample holder options for DLS including a flow cell and quartz cuvette, suitable for a wide range of aqueous and organic solvents, and disposable cuvettes suitable for aqueous and certain polar solvents, e.g., alcohols.
- 2.1.2. The instrument must offer at least two sample holder options for ELS, a flow cell and dip cell that utilizes electrodes dipped into the sample contained in the quartz cuvette.
- 2.1.3. The instrument must be capable of measuring DLS in as little as 45 μL of sample in a quartz cuvette, and ELS in as little as 60 μL of sample using the dip cell in the quartz cuvette. The Mobius meets these requirements.
- 2.1.4. The instrument must be capable of measuring DLS and ELS in as little as 300 μL of sample in a flow cell. The Mobius meets these requirements

2.2. Simultaneous DLS and ELS

The instrument must provide dynamic light scattering (DLS) and electrophoretic light scattering (ELS) measurements simultaneously and independently in order to assess and distinguish changes in the sample as a result of applying the ELS electric field, and to reduce time required to make both measurements relative to other instruments where the measurements are sequential. The Mobius accomplishes this by design with parallel DLS and ELS detectors.

2.3. Temperature control

The instrument must provide temperature control of the sample holder from at least 4 °C to 70 °C. The Mobius utilizes a Peltier element with extensive thermal management to meet this requirement.

2.4. Measurement range

The range of measurement of hydrodynamic radius by DLS must cover 0.2 – 5000 nm. The Mobius accomplishes this by design and testing has proven that this range is addressed.

2.5. Sensitivity

2.5.1. The sensitivity of the DLS measurement must support quantifying the hydrodynamic radius of a purified solution of lysozyme at concentrations down to 0.1 mg/mL, with an accuracy of 5% and precision of 2%, in the flow cell, quartz and disposable cuvettes. Every Mobius is tested by Wyatt's Quality Control Department to meet this requirement.

2.5.2. The sensitivity of the ELS measurement must support quantifying the electrophoretic mobility of a purified solution of lysozyme at concentrations down to 1 mg/mL in the flow cell, or a solution of purified BSA at concentrations down to 5 mg/mL in the dip cell, with an accuracy of 5% and precision of 2%. Every Mobius is tested by Wyatt's Quality Control Department to meet this requirement.

2.6. Cell pressurization

The instrument must provide an optional accessory for pressurizing the flow cell in order to suppress bubbles create by electrolysis of salt-containing solutions during ELS measurements. The accessory must be capable of pressurization up to 300 psi. Wyatt offers the Atlas™ accessory which meets these requirements.

2.7. Correlator

The instrument must incorporate a multi-tau correlator with 512 or more bins that performs correlation over a large range of time scales simultaneously for optimal detection of a large range of particle sizes without the need to optimize data acquisition times. Such a correlator is incorporated in the Mobius.

2.8. Fluorescence suppression

The instrument must be capable of providing accurate data even if the sample fluoresces under laser excitation. The Mobius' unique MP-PALS ELS detection design is impervious to fluorescence, and an optional narrow-band filter blocks access to the DLS detector for fluorescence occurring at wavelengths more than a few nanometers away from the laser wavelength. With these, the Mobius has been shown to provide excellent DLS and ELS measurements for samples that fluoresce upon excitation by its laser.

2.9. Laser power and attenuation

The instrument must allow the user to reduce its laser intensity by 90%, either from the front panel display or from the control software. It must also be capable of further attenuating the light intensity reaching the DLS detector, automatically, by at least four orders of magnitude. These capabilities eliminate DLS detector saturation due to very high concentrations of very large macromolecules or nanoparticles and protect the detector from exposure to damaging light levels. Furthermore, the ELS detector must not be affected by high scattering intensities. The Mobius includes this functionality for DLS and an ELS detection design that is not affected by high scattering intensity.

2.10. Connection to Wyatt MALS instrument

The instrument must provide, or be field-upgradeable to provide, remote DLS detection in a Wyatt DAWN[®], miniDAWN[®] or microDAWN[®] multi-angle light scattering (MALS) detector's flow cell by means of an optical fiber between the MALS read head and the DLS/ELS detector. The DLS data stream must be available to Wyatt's ASTRA[®] software so as to acquire DLS data from sample eluting in flowing chromatographic separations. This capability permits efficient utilization of the DLS/ELS detector for both batch (unfractionated) and online (fractionated) analyses [with our current online instruments from Wyatt]. The DLS/ELS instrument must provide dynamic light scattering measurements simultaneously with MALS data acquisition. The Mobius's Optical Fiber Interface Kit uniquely provides this capability, and DLS/ELS instruments from other vendors are not compatible with ASTRA.

2.11. Display

The instrument must have an onboard computer with a touch screen display to allow one to visualize rapidly any of the detector outputs including all count rate, autocorrelation function, V-graph, etc. as well as critical status indicators such as temperature. Such a display allows one to confirm the system is operating properly and to diagnose problems. The Mobius includes such a display.

2.12. Upgrades

The instrument must be capable of user-installed upgrades with new firmware releases. The Mobius includes this functionality.

2.13. Validation

The instrument and software must have been validated through citation in at least twenty peer-reviewed publications. The Mobius has been validated extensively in the literature with dozens of publications.

The Mobius is required for our research, to the exclusion of other such instruments, because of our need to properly and reproducibly characterize the absolute molar mass, size, size distributions and particle concentrations of macromolecules and nanoparticles with full automation and high productivity. No other DLS/ELS instrument is compatible with these requirements. This instrument is only available from Wyatt Technology Corp.

3. Software

The DYNAMICS[®] software used to acquire and analyze data from the Mobius meets our needs because it, with the above instrument, uniquely combines advanced technical features to meet the following requirements which are deemed necessary to perform the measurements expected with acceptable ease of use, accuracy, precision and repeatability:

3.1. Remote instrument control

The software must permit remote monitoring and control of the instruments. This allows users to increase productivity by working on other tasks while DLS/ELS measurements are ongoing. DYNAMICS does so.

3.2. API

The software must provide an optional programming interface in order to incorporate the Mobius in a DLS/ELS automation system. DYNAMICS does so.

3.3. Presets (SOPs)

The software must be supplied with a variety of presets (standard operating procedures) that may be run in a single click, from initiation to final results. DYNAMICS provides multiple presets for the Mobius corresponding to typical methods.

3.4. Customizable automation

The software must provide a scripting tool to fully customize automated measurements including temperature profiles, varying the number of acquisitions and length of each acquisition, enabling/disabling auto-attenuation, turning the laser on and off, and more. DYNAMICS does so.

3.5. Solvent property temperature dependence

The software must account for changes in all relevant solvent properties, e.g. solvent refractive index or viscosity, due to changes in temperature. DYNAMICS provides this correction.

3.6. Data quality assessment

DLS data interpretation can be opaque to non-experts, and low-quality data are subject to artifacts. The software must provide, for each measurement, an assessment of the quality of the DLS data based on rules of best practice in DLS data interpretation. The feedback to the user must be stated in clearly understandable terms, and provide actionable recommendations regarding sub-optimal data. To facilitate data assessment, each measurement must be clearly marked with a data quality icon. DYNAMICS provides all of these features to support optimal data acquisition and interpretation.

3.7. Data filtering

The software must provide automated means of filtering/deselecting low-quality data according to a variety of criteria including autocorrelation baseline value, sum-of-squares of the autocorrelation fit, maximum and minimum hydrodynamic size, etc. It must also provide a means of manually deselecting low-quality acquisitions or outliers. DYNAMICS does both.

3.8. Result sorting and filtering

The large quantities of data obtained with the Mobius can make data analysis cumbersome. The software must permit sorting and filtering through the entire set of results in order to focus on the results of interest. DYNAMICS does so by means of a common filtering/sorting interface for the result table.

3.9. Calculations and uncertainties

The software must provide for the determination of molar masses, sizes and size distributions of the macromolecules and particles in the solution/suspension, stating with each measured value the associated uncertainties (or error bars in graphs). DYNAMICS does so.

3.10. Analyses

The software must be capable of performing the following analyses over the entire specified range of molar mass, size and temperature:

- Average particle size and polydispersity by means of 1) standard cumulants algorithms (ISO 22412, ASTM E2490-09) and 2) advanced cumulants fitting algorithms that do not allow for negative sizes in the distribution
- Particle size distributions per both CONTIN and DYNALS NNLS algorithms
 - %Intensity, %Mass and %Number distribution types
 - Conversion between distribution types assuming the particle shape factor is one of: Rayleigh spheres, Mie spheres, isotropic spheres or random coils
 - D10/D50/D90 points and Span for each type of distribution
- Electrophoretic mobility, zeta potential, net charge and effective charge from ELS and DLS
- Diffusion interaction parameter k_D
- Aggregation rate
- Melting temperature, T_m , corresponding to the midpoint of a temperature-induced size transition
- Onset temperature, T_{onset} , corresponding to the beginning of a temperature-induced size transition
- Fitting of general parametric analyses such as size versus pH or molar mass versus concentration to a variety of functions including polynomials, sigmoid, and linear intersection
- Solution viscosity

3.11. Calculators

The software must provide built-in calculators to assist experiment design and data analysis including:

- Optimization of thermal ramps rate
- Setting the optimal acquisition parameters
- Estimating molecular radius from molar mass
- Estimating the relative fraction of two species present in solution that cannot be distinguished through regularization
- Estimating the axial ratio of proteins using the Perrin factor.

DYNAMICS does provide these auxiliary functions.

3.12. Data export

The software must provide access to, and export capability of, all raw data and the data underlying each graph, as well as export to a spreadsheet of tabulated results. DYNAMICS does so.

3.13. Reporting

3.13.1. A single-page report containing just the essential information for a single sample measurement or a complete set of measurements must be conveniently available. DYNAMICS does so by means of a right-click menu for individual measurements and a menu option for the complete set of data.

3.13.2. A fully customizable report including all or part of the experimental information and results must be available. DYNAMICS offers such a customizable report.

3.14. 21 CFR 11 support

The software must provide optional compatibility with the data security requirements of FDA regulations 21 CFR Part 11. DYNAMICS does so.

3.15. Backward-compatibility *[when appropriate]*

The software must be capable of opening and processing data files acquired with previous versions of DYNAMICS software that were in use in our laboratory. Only DYNAMICS is capable of doing so, and is backward-compatible through DYNAMICS version 6.1.

3.16. Cross-compatibility *[when appropriate]*

In order to bridge between the Mobius and DynaPro instruments in use in our laboratory, and reduce the burden of learning another software package, the software must be 100% compatible and interchangeable with the DynaPro instruments in terms of methods, data analysis and operational procedures. DYNAMICS is a direct evolution of previous versions; it maintains all legacy procedures, analyses and methods as well as new and improved versions, and therefore will greatly facilitate bridging, transition to the new instrument and parallel operation of our old DynaPro and new Mobius instruments.

3.17. License

The vendor must provide, with purchase of an instrument and the software, a license for up to four workstations for data collection and analysis of data acquired with the instrument. Wyatt Technology does provide licensing for four copies of DYNAMICS for acquisition and analysis of data acquired with one instrument.

The Mobius with DYNAMICS software constitutes an extremely versatile, integrated instrument, capable of performing the complete range of analyses over the entire range of molar mass, size and temperature. DYNAMICS is the only software available for controlling and acquiring data from the Mobius. The versatility of the Mobius with DYNAMICS analyses, makes this instrument and software set unique in the marketplace.

In addition to these unique features, Wyatt provides unparalleled service, training and support. Its Light Scattering University training course is consistently rated by attendees as the best instrument training they have ever attended. Customers regularly express a high degree of satisfaction with application support, provided by an expert staff including a high proportion of PhD scientists. Wyatt support personnel are based in Santa Barbara, CA, and are very well positioned to provide the highest quality of product service and support to {end user name here}. For these reasons it is highly desirable to engage with Wyatt as a vendor of choice.

In summary, the unique capabilities and features of the Mobius and DYNAMICS are required to perform the expected measurements while meeting our demanding specifications.

University of Central Florida
 College of Optics and Photonics
 Attn: Atul Regmi
 4304 Scorpius St
 Orlando FL 32816-8035

Delivery Address
 University of Central Florida
 College of Optics and Photonics
 Attn: Atul Regmi
 4304 Scorpius St
 Orlando FL 32816-8035

Quotation

820225178

Date: 12/06/2021

Customer Reference:	
Customer No.:	1376745
Quotation valid until:	12/31/2021

Your Contact Partner at Anton Paar USA, Inc.:	
Name:	Mr. Aaron Funk
Telephone:	+1 - 713-357-6346 - X555
Mobile:	+1 - 206 - 775 - 9715
Email:	aaron.funk@anton-paar.com

Dear Mr. Atul Regmi,
 Referring to your request we are pleased to submit the following quotation.

Pos.	Item Description Item No. Cust. Tariff No. Origin	Qty. Unit	Price per Unit in USD	Pos. Disc.	Amount in USD
000010	LITESIZER 500 155761 90278080 AT (2)	1 EA	47,890.00		47,890.00

Light-scattering instrument for characterizing particles in liquid dispersions. Measures particle size, zeta potential, electrophoretic mobility, molecular mass and transmittance.

- Offers three different measuring angles (forward-, side- or back-scattering)
- Measures transmittance continuously - provides direct measure of turbidity, and allows automatic adjustment of parameters, e.g. focus, attenuation, measuring angle, measurement duration
- Uses cmPALS, a novel patented PALS technology (European Patent 2 735870), providing unprecedented accuracy in ELS measurements

Size range: diameter of 0.3 nm to 10 µm
 Zeta potential range > +/- 1000 mV (3.8 nm-100 µm)
 Molecular mass range: 980 Da to 20 MDa

Anton Paar USA, Inc.

Southern Regional Office, 3955 World Houston Parkway, Suite 170, Houston, TX 77032, USA

T: 800 722 7556
 F: 804 550 9074

us-orders@anton-paar.com
 www.anton-paar.com

Wire information: Citibank, Account: 15500055, Routing ABA/ACH: 254070116
 Beneficiary: Anton Paar USA, Inc.



Pos.	Item Description Item No. Cust. Tariff No. Origin	Qty. Unit	Price per Unit in USD	Pos. Disc.	Amount in USD
000020	MODULE BM 10 155764 90279000 AT	1 EA	8,960.00		8,960.00
	Batch cuvette module for instruments of the Litesizer Series. - Module is separate and removable - Unique technology allows especially fast and stable temperature control				
000030	KALLIOPE PROFESSIONAL 166116 85423275 AT	1 EA	4,321.00		4,321.00
	The Litesizer Series accompanying software. All important information of a measurement are displayed on a one-page workflow, including input parameters, results, final calculated values, as well as expert advice. - Measurement series, databases for solvents, materials and SOPs are all easily accessible - Results from separate experiments can be compared, analyzed, and presented in customizable reports and/or exported to an Excel file for further processing and analysis - In combination with KALLIOPE PROFESSIONAL SOFTWARE MODULE 21 CFR PART 11 the software complies with the US FDA's Regulation 21 CFR Part 11 concerning electronic records, audit trails and signatures - license for 3 installations included				
000040	INSTALLATION P00697 90279000 AT	1 EA	4,000.00	-100.00 %	0.00

Onsite installation and basic user training by certified Anton Paar personnel.

Sum of Positions	USD	61,171.00
Freight	USD	200.00
Tax	USD	0.00
Total Amount CIP Orlando, FL	USD	61,371.00

Available Options

Pos.	Item Description Item No. Cust. Tariff No. Origin	Qty. Unit	Price per Unit in USD	Pos. Disc.	Amount in USD
000012	Anton Paar Service Visit P01086 90279000 AT	2 EA	3,902.00	-5.00 %	7,413.80

This item belongs to position 000010.

This service includes:

- Labor costs
- Replacement of normal wear parts
- Electrical and mechanical functional check and adjustment (as required)
- Check of outer conditions
- Maintenance record

All work will be carried out by a certified Anton Paar service engineer according to relevant maintenance record using calibrated and certified tools at customers facility.

Conditions

Delivery Time: By Arrangement
 Terms of Delivery: CIP Orlando, FL
 Transport by: Truck
 Terms of Payment: Within 30 days due net

Additional Information

3 year warranty for all Anton Paar instruments. Spare parts and consumables are not included in this warranty.

(2) For this instrument a regular scheduled service is recommended to ensure proper instrument functionality and the highest performance and reliability.

PLEASE NOTE THAT 2021 PRICING IS SHOWN IN THIS QUOTATION. THIS EXPIRES AT 5:30PM ET ON 12/31/2021. A 5% PRICE INCREASE WILL TAKE PLACE ON 01/01/2022.

DELIVERY TIME IS HIGHLY VOLATILE THIS TIME OF YEAR AND MAY RANGE FROM 2 TO 12 WEEKS DEPENDING ON ANTON PAAR USA INVENTORY LEVELS.

Quotation 820225178

Date: 12/06/2021

Further Regulations

The Equal Opportunity Clauses set forth in 41 CFR Section 60-1.4(a), 60-741(a) - (f), 60-250.4(a) and 29 CFR Part 471, Appendix A are incorporated herein by reference.

General Terms and Conditions

The General Terms of Delivery of Anton Paar USA, Inc. in compliance with Incoterms in the most recent valid version exclusively apply to the contract. The General Terms of Delivery are available at www.anton-paar.com/terms.

Liability

Any and all claims that may arise out of or in connection with the present contract are limited in total to the value of present order. Any claims exceeding this limitation of liability are expressly excluded.

Looking forward to receiving your kind order we remain
sincerely yours,

Anton Paar USA, Inc.

Ref.: Q-77926-1
Date: 2/14/2022

Zetasizer Advanced Ultra

Aravinda Kar - University of Central
Florida



**Malvern
Panalytical**
a spectris company

Ref.: Q-77926-1
Date: 2/14/2022

Malvern Panalytical Inc.
2400 Computer Drive
Westborough, MA 01581

University of Central Florida
Aravinda Kar

Malvern Panalytical Inc.
2400 Computer Drive
Westborough
Massachusetts
United States
01581

Quotation contact:

Bill Staskiewicz
Account Manager
Sales
@: bill.staskiewicz@malvernpanalytical.com
M: +16786420427



Ref.: Q-77926-1
Date: 2/14/2022

Quotation Summary

Description	Amount (\$)
Please note: One day training which is listed as an option will be given at no cost. Software license will be included and all updates will be free for the lifetime of the instrument.	
List Price	88,002.08
Discount	13,200.31
Net Price	74,801.77
Freight	1,475.00
	<hr/>
Grand Total	76,276.77

Ref.: Q-77926-1
Date: 2/14/2022

Included items

Pos.	Quant.	Product Code	Description	List price (\$)
1	1	V-ZSU0001	Zetasizer Ultra/Pro Configured System	
2	1	ZSU3305	<p>Zetasizer Advance Series - Ultra (Red Label) for the measurement of size, molecular weight, particle concentration and zeta potential of dispersed particles & molecules</p> <p>The system includes max. 10mW HeNe laser (633nm) with high sensitivity APD detector. Size/Molecular Weight by DLS/SLS measured at 173-degrees using Non-Invasive Back Scatter, 90-degree DLS/SLS measurements also possible.</p> <p>Unique Adaptive Correlation for faster, reproducible, DLS measurements with no data loss. Incorporates Multi-Angle Dynamic Light Scattering (MADLS®) measurements for higher resolution DLS analysis and peak particle concentration analysis of samples <500nm. Zeta potential analysis incorporates M3-PALS and Constant Current Zeta Mode for measurement of zeta potential distributions and improved data quality in conductive media.</p> <p>Includes ZS Xplorer Application Software with its easy to use method builder for measurement control and data analysis with advanced data quality assessment and advice system.</p> <p>Class 1 Laser Product</p>	88,000.00
3	1	ELC0020	Zetasizer Advance Essentials eLearning Course	1.00

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Date: 2/14/2022

Pos.	Quant.	Product Code	Description	List price (\$)
4	1	ZSU8005	<p>Zetasizer Self-Installation: The system is delivered with all required hardware and software (via download). Complete self-installation instructions with digital training resources are included with the system. The software can be installed on any suitable computer, and the Plug-and-Play functionality via USB cable provides full use of all system features out of the box. There is no charge for self-installation. Optional Add-on: Optional installation visit by a service engineer available as part number SER020009 (New system install - Zetasizer series). Note Self-install not recommended with orders containing titrator ZEN1001 and/or Nanosampler ZEN2000.</p> <p>Malvern Panalytical offer a range of training opportunities based on the end user's requirements. These additional training options are based on a customer's specific requirements and could include e-learning (if available), classroom training, existing SOP-method training, new method development or consultative applications solution development.</p> <p>While these training opportunities are additional, as a Malvern Panalytical customer you will have access to the high-quality Helpdesk technical support department that provides troubleshooting and/or general system/application guidance.</p>	1.08

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Optional items, not included in the total price

Pos.	Quant.	Product Code	Description	List price (\$)
1	1.00	MST05EV1	1 Day Dynamic Light Scattering Training course for Malvern Zetasizer Nano S or Zetasizer Nano S90 conducted at the customer's facility. The course content may be varied to suit the specific requirements of the customer and as such should be considered as consultancy based training. The course is for a maximum of 6 people.	2,870.00
2	1.00	CPH3170US	64-bit Windows 10 PC Package - US XE3 Standard Spec PC Common PC Monitor US keyboard Kit of Mains Cables straight Euro+UK+USA+China	2,010.00

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Date: 2/14/2022

Commercial conditions

Delivery time

Shipment from factory will be approximately (status at the moment of generating the quotation): 14-16 weeks after receipt of a valid order.

Payment terms

30 Days From Invoice Date.

INCOTERMS

CIP - Carriage and insurance paid to
Destination airport

Quotation currency

Prices on the quotation are in U.S. Dollar, unless stated otherwise.

Quotation validity

The validity of this quotation expires on 4/15/2022.

Tax

Unless stated otherwise, taxes are not included

Billing address

University of Central Florida
4000 Central Florida Blvd.
Orlando Florida 32816
United States

Additional terms and conditions

Intellectual property

Regardless of any provisions stating the contrary, the performance of a contract or any delivery of any products or performance of any services shall in no event imply any transfer of intellectual property. All intellectual property related to and vested in the delivered products, accompanying items and documents as well in the provided services (whether or not created, produced or developed under or in the course of the execution of a contract) will be and remain the property of Supplier (or its suppliers, as the case may be).

Export control

Delivery is subject to strict compliance with export control laws and regulations. Supplier shall be relieved from its obligations to deliver any items or perform any services, to the extent that applications for permits or licenses related thereto are refused by a relevant governmental authority.

Credit check

All our quotations are subject to approval based on the outcome of a risk assessment which includes a credit check



Malvern Panalytical Inc.
2400 Computer Drive
Westborough, MA 01581

Ref.: Q-77926-1
Date: 2/14/2022

Terms and Conditions

The General Terms and Conditions of Malvern Panalytical (as sent with our quotation) or any other agreement signed by the parties, shall apply to and are part of all our offers, agreements, sales, services, deliveries and all other dealings. The applicability of any other terms and conditions is explicitly rejected and superseded by our General Terms and Conditions or any other agreement signed by the parties.

The World Health Organization Director-General declared that the outbreak of coronavirus (COVID-19) constitutes a Public Health Emergency of International Concern. Malvern Panalytical is monitoring the situation and taking the necessary steps to ensure the safety of our employees, partners, and customers. As a result, there may be a delay in the quoted or contractually confirmed dates for delivery, installation, commissioning of the systems, parts, and/or services requested due to the unforeseeable nature of this epidemic, which means that we consider it as a Force Majeure event. We apologize for any inconvenience these delays may cause, but we are strongly committed to the safety and well-being of our employees, partners, and customers.

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Date: 2/14/2022

1. INTERPRETATION

For the purposes of these Terms and Conditions of Sale and Supply ("Conditions"):

"Buyer" the person, firm or company which places an order for purchase of Products and/or Services as identified in any such order or Quotation as the case may be.
"Conditions" these terms and conditions of sale and supply as from time to time varied by Supplier.
"Contract" the agreement between Supplier and Buyer arising as a result of Buyer's submission of an order for Supplier's Products and Supplier's written acceptance and/or, in the case of Services, an agreement between such parties for the provision of Services by Supplier, as initiated by a Quotation. Such Contract shall be deemed to incorporate and be governed by these Conditions.
"Products" goods as agreed to be supplied by Supplier to Buyer under any Contract including, Software if any.
"Quotation" a document provided by Supplier describing Products and/or Services offered to Buyer, subject to these Conditions.
"Services" means any services which Supplier has agreed to provide using reasonable care and skill under any Quotation or Contract, as applicable.
"Supplier" Malvern Panalytical Inc. or any of its Affiliates as named in any Quotation. In this context, an "Affiliate" means any other entity directly or indirectly controlled by Spectris Plc.

2. BASIS OF SALE

THESE CONDITIONS SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH APPEAR IN BUYER'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN BUYER'S ORDER. No term or condition of Buyer's order additional to or different from these Conditions shall become part of any Contract unless explicitly agreed to in writing by Supplier. Retention by Buyer of any Products delivered by Supplier, receipt by Buyer of any Services performed by Supplier or payment by Buyer of any invoice rendered hereunder, shall be conclusively deemed acceptance of these Conditions. Supplier's failure to object to any provision contained in any communication from Buyer shall not be construed as a waiver of these Conditions nor as an acceptance of any such provision.

3. QUOTATIONS

Prices, specifications and delivery date referenced in Supplier's Quotations are for information only and shall not be binding on Supplier until all technical requirements have been agreed and Supplier has accepted Buyer's order. Quotations terminate if Buyer does not place an order with Supplier within any express period indicated by Supplier or after 60 days, whichever comes first.

4. ORDERS

By submitting an order to Supplier, Buyer agrees to be subject to these Conditions in their entirety. No order, whether or not submitted in response to a quotation by Supplier, shall be binding upon Supplier until accepted in writing by Supplier.

5. PRICES AND TAXES

The prices for Products and Services will be as set out in the Quotation or as otherwise agreed between the parties in writing. As and when applicable to the Products sold and/or Services supplied under any Contract, prices do not include taxes, transport charges, insurance and export and/or import charges or duties, including without limitation sales, value added tax, use or excise taxes, which taxes and other charges may, in Supplier's discretion, be added by Supplier to the price or billed separately and which taxes and other charges shall be paid by Buyer unless Buyer provides Supplier with any necessary tax exemption certificate. Buyer shall pay for taxes, transport charges, insurance, export/import charges and duties unless agreed otherwise in writing.

6. SHIPMENT AND DELIVERY

6.1 Unless otherwise agreed by both parties in writing, Supplier shall arrange for delivery of Products Free Carrier (FCA Incoterms 2010) to Supplier's manufacturing facility (or an (international) airport close to Supplier's manufacturing facility) as agreed between the parties. Any dates quoted or agreed for delivery of Products or provision of Services are approximate only and Supplier shall not be liable for any delay howsoever caused and time is not of the essence.

6.2 Supplier reserves the right to make delivery of Products and provision of Services by instalments and to issue a separate invoice in respect of each instalment. When delivery is to be by instalments or Supplier exercises its right to deliver by instalments or if there is delay in the delivery of any one or more instalments for whatever reason Buyer shall not be entitled to treat the Contract as a whole as repudiated.

6.3 If Products are ready to be delivered to Buyer but Buyer has requested a change to the agreed delivery date, then Supplier shall have the right to charge the Buyer reasonable storage costs. Such storage costs will be charged from the first day after the original delivery date until the new agreed delivery date. The costs shall be invoiced and payment due in accordance with 9.3.

7. RISK AND PASSING OF TITLE

Title to, and risk of loss and damage to the Products shall pass to Buyer on delivery in accordance with Section 6 unless agreed otherwise by the parties in writing. Any claims for loss, damage or misdelivery shall be filed with the carrier and notified to Supplier within 5 days of the date of delivery. If installation is a requirement of the Contract and such installation is delayed by more than 30 days from the agreed delivery date for reasons not attributable to Supplier, then, to the extent allowed by applicable law, the Products shall be deemed accepted and Supplier shall be entitled to invoice the remaining balance of the Contract in full. In the absence of an installation date being agreed between the parties, Buyer shall agree to a reasonable installation date with the Supplier, such installation date to be not more than 10 days after delivery. Such final invoice shall be paid within fifteen (15) calendar days of the invoice date. Invoicing the remaining balance does not relieve Supplier from its installation obligations in accordance with the applicable term in the Contract.

8. SERVICES

8.1 Supplier shall provide Services in accordance with these Conditions and the terms of the relevant Contract.

8.2 Buyer shall, upon Supplier's reasonable request and otherwise as required, provide Supplier with all necessary information and materials to enable Supplier to provide Services in accordance with the terms of any relevant contract. Buyer will be responsible for the completeness and accuracy of all such information and materials provided and will ensure that it is and remains entitled to provide the same to Supplier for use in connection with provision of the Services.

9. TERMS OF PAYMENT

9.1 Each shipment of Products shall be a separate transaction and Buyer will be invoiced on delivery. Notwithstanding the foregoing, if the Products are to be installed by Supplier or a third party acting on its behalf, unless agreed otherwise, Buyer may (at Supplier's discretion) be invoiced in accordance with the following payment scheme:

- 60% of the price upon Buyer's receipt of Supplier's order confirmation;
- 30% of the price upon delivery of the Products in accordance with Section 6;
- 10% of the price after acceptance of the Products in accordance with Section 11.

9.2 In the event of a delay in the delivery or acceptance that is not attributable to Supplier, the payment scheme shall not be affected, and Buyer shall pay the instalments based upon the initially agreed upon delivery or acceptance date.

9.3 Supplier shall be entitled to invoice Buyer, in respect of Services, yearly or monthly in advance. Terms of payment shall be net thirty (30) days from date of invoice for Products and Services unless agreed otherwise.

9.4 All amounts due under a Contract shall be paid in full by Buyer without deduction, withholding, set-off or counterclaim for any reason whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, save as may be required by law.

9.5 Supplier may, in its sole discretion, determine at any time that Buyer's financial condition requires full or partial payment in advance or the provision of security for payment by Buyer in a form satisfactory to Supplier.

9.6 If Buyer fails to make any payment when due then, without prejudice to any other rights and remedies available to Supplier, Supplier shall (at its option) be entitled: (i) to treat the Contract as repudiated by Buyer, to suspend or cancel further delivery of Products and/or the provision of Services or any part thereof under that Contract or any other Contract between them and claim damages and/or receive reasonable cancellation fees; (ii) to affirm the Contract and claim damages from Buyer; and (iii) to recover, in addition to the payment, interest on the unpaid amount (both before and after judgement) at the rate of 6% per annum above the Royal Bank of Scotland's prevailing base lending rate from time to time, until payment in full is made. Such interest shall be calculated daily.

10. PRODUCTS

10.1 Supplier may modify specifications provided the modifications do not adversely affect the performance of the Products. In addition, Supplier may furnish suitable substitutes for materials used.

10.2 All descriptions, illustrations and any other information relating to the Products contained in Supplier's catalogues, brochures, price lists, advertising material and any sales or other particulars or literature are made by way of general description, are approximate only and for the general guidance and information of Buyer. They shall not constitute warranties or representations by Supplier nor shall they form part of any Contract.

11. INSTALLATION AND MAINTENANCE OF THE PRODUCTS

11.1 In the event of installation of the Products or the provision of maintenance, where applicable, the following conditions shall apply, and Supplier's price and provision of installation or maintenance are subject to the fulfillment of the following conditions at the expense and responsibility of Buyer:

- i. In the absence of an installation date being agreed between the parties, Buyer shall agree to a reasonable installation date with the Supplier, such installation date to be not more than 10 days after delivery.
- ii. safe and secure climate controlled on-site storage so that Products and Supplier's tools (as applicable) are protected against theft and any damage or deterioration; any item lost or damaged during the storage period shall be repaired or replaced at Buyer's sole expense;
- iii. the timely and sufficient execution and completion of the preparatory works in accordance with all applicable safety, electrical and building codes as well as with Supplier's requirements;
- iv. the availability of Buyer's site to Supplier without obstacles in due time to enable Supplier to start installation or maintenance at the scheduled date;
- v. the availability of the manpower and equipment necessary to place the Products in their final location or to provide the scheduled maintenance. For the avoidance of doubt, this includes any third party equipment that is required but which the Buyer has decided to purchase themselves;
- vi. the acquisition of all permits, licenses, rights of way, etc. of the pertinent authorities required for or in connection with installation or maintenance to be performed; and

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Date: 2/14/2022

vii. the availability of all visas or any other permits necessary for Supplier's personnel and for the import and export of tools, equipment, and materials necessary for installation or maintenance to be performed.
11.2 In case any or all of the above conditions are, not properly or not timely complied with, or Supplier arrives on site but the Buyer delays such installation or maintenance or Supplier has to interrupt its installation or maintenance works, subsequent testing for reasons not attributable to Supplier, the period of completion shall be extended accordingly and any and all additional costs resulting therefrom shall be for Buyer's account. Such costs will be invoiced and payment due in accordance with 9.3.
11.3 Supplier neither assumes liability nor offers any warranty for the fitness or adequacy of the premises or the utilities available at the premises in which the Products are to be installed, used or stored.

12. ACCEPTANCE OF INSTALLATION

12.1 In case of installation of the Products, Supplier shall notify Buyer when the Products installed will be ready for testing and acceptance, inviting Buyer to attend Supplier's standard tests or such tests as may have been agreed upon in the Contract to demonstrate compliance with the agreed specifications and/or to inspect the installation work.
12.2 If Buyer fails to attend the testing on the date notified, Supplier will commence with the tests according to Supplier's standard test procedures and these tests shall be considered performed in the presence of Buyer and acceptance shall in such case take place on the basis of the results stated in the test certificate signed by Supplier.
12.3 In case Buyer rejects the Products installed it should submit to Supplier the reasons for such rejection in detail and in writing within 10 days after completion of the acceptance tests concerned. If, within Supplier's reasonable opinion, the rejection is justified, Supplier shall as a sole remedy correct the shortcomings as soon as possible and the relevant parts of the acceptance test shall be repeated within a reasonable period of time in conformity with the procedures outlined above.
12.4 Upon acceptance of the Products, Buyer will sign the acceptance certificate. If within 10 days after completion of the acceptance test Supplier shall not have received the acceptance certificate signed by Buyer or a report with a justified rejection, the Products installed shall then be considered as having been accepted by Buyer.
12.5 Minor defects or deviations not affecting the operational use of the Products installed shall be stated in the acceptance certificate, but shall not obstruct or suspend acceptance. Supplier undertakes to remedy such defects as soon as reasonably possible.

13. WARRANTIES

13.1 Supplier warrants that all Products shall be free from defects in material and workmanship under normal use for a period of (twelve) 12 months from delivery. In the event of installation this warranty period shall be for (twelve) 12 months from installation or fifteen (15) months from dispatch, whichever comes first, save that Supplier does not warrant that operation of the Software (defined in Section 15) will be uninterrupted or error free or that all program errors will be corrected. In the case where the Product delivery is delayed by the Buyer, then Supplier will start the warranty period from original delivery date. Any repair or replacement of a Product does not extend the period of warranty. Notwithstanding the foregoing, unless specified otherwise, the warranty period for any spare or replacement parts shall be one (1) month from the date of delivery of such parts. This warranty does not include any consumables such as filaments, lamps, fuses or other parts, which fail as a result of normal usage. Buyer shall be responsible for determining that the Product is suitable for Buyer's use and that such use complies with any applicable law. Provided that Buyer notifies Supplier in writing of any claimed defect in the Product immediately upon discovery and any such Product is returned at Buyer's risk to Supplier, transportation charges prepaid, within the warranty period in accordance with Section 13.1 and upon examination Supplier determines to its satisfaction, after a reasonable period to inspect such Products, that such Product is defective in material or workmanship, Supplier shall, at its option, repair or replace the Products, shipment to Buyer prepaid. INSTALLATION OF ANY PRODUCT PERFORMED BY A THIRD PARTY WILL VOID THE WARRANTIES PROVIDED UNDER SECTION 13 AND SUPPLIER SHALL HAVE NO LIABILITY TO BUYER FOR REPAIR, REPLACEMENT, OR REFUND OF ANY PRODUCT SO INSTALLED EVEN IF SUPPLIER KNEW ABOUT BUYER'S ELECTION TO USE THE THIRD PARTY BEFORE SUPPLIER RECEIVED BUYER'S ORDER.
13.2 Supplier shall have a reasonable time to make such repairs or to replace such Product. Any repair or replacement of Products shall not extend the period of warranty. The warranty is limited to a period in accordance with Section 13.1, without regard to whether any claimed defects were discoverable or latent on delivery.
13.3 Supplier shall not be liable for any breach of the warranty or payment of damages in respect of Products supplied if: (i) Buyer makes further use of such Products after giving the notice required in Section 13.1; (ii) the defect or failure arises from Buyer's own fault; (iii) the defect arises from any drawing, design or specification supplied by Buyer or from other materials or other property supplied by Buyer or from any parts or items that have not been completely manufactured by Supplier; (iv) the defect arises other than out of manufacture, including without limitation improper installation, sample spillage, misuse by Buyer or a third party, neglect or accident; (v) the defect arises out of the use of the Products in conjunction with products or materials not reasonably contemplated by Supplier; (vi) the failure or defect results from Buyer's unauthorised addition to or modification of, or failure to comply with Supplier's written instructions relating to, the Products or Services; and (vii) the failure or defect arises out of any breach by Buyer of its obligations to provide information to Supplier under these Conditions or Contract.
13.4 If Buyer fails to pay when due any portion of any payment due from Buyer to Supplier under a Contract or otherwise, all warranties and remedies granted under this Section may, at Supplier's option, be terminated.
13.5 The foregoing warranties are exclusive and exclude all other warranties, terms and conditions, express or implied by statute or otherwise, to the extent permitted by law, including without limitation warranties of quality or fitness for a particular purpose. Supplier's sole and exclusive liability, and Buyer's sole and exclusive remedy for breach of the warranties in this Section 13 shall be as set forth in Section 13.1.

14. LIABILITY

14.1 Nothing in these Conditions or Contract shall exclude or limit Supplier's liability for fraud or death or personal injury caused by its negligence or any other liability to the extent that the same may not be excluded or limited as a matter of law.
14.2 Subject to Section 14.1, in relation to Products, Supplier's maximum aggregate liability under or arising out of any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by Buyer in respect of Products under that Contract.
14.3 Subject to Section 14.1 in relation to Services, Supplier's maximum aggregate liability under or in connection with the supply, non-supply or purported supply of Services under any Contract, whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by Buyer in respect of Services under that Contract and in respect of Services continuing beyond one year, shall in no event exceed in any year 100% of the total amount payable by Buyer in respect of Services in that year.
14.4 Subject to Section 14.1, Supplier shall be under no liability to Buyer for any loss of profit, loss of income, loss of use, loss of revenue, loss of goodwill, loss of data, or for any indirect or consequential loss or damage of any kind, in each case, howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.
14.5 Any claim arising out of or in connection with a Contract must be commenced against Supplier within one year from the date upon which Buyer became aware of or should have become aware of Supplier's infringement of Buyer's rights, unless otherwise specified under applicable law.

15. SOFTWARE

Supplier or its suppliers (as the case may be) shall at all times have and retain title and full ownership of all software, firmware, programming routines, and documentation relating to such software supplied by Supplier for use with the Products, and of all copies made by Buyer or the end user of the Products (collectively "Software"). A non-exclusive, non-transferable and non-sublicensable licence to use such Software will be granted to the end user solely for use with the Products.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Notwithstanding delivery of and the passing of title in any Products and subject to section 15 and 16.3, nothing in these Conditions or any Contract shall have the effect of granting or transferring to, or vesting in, Buyer any intellectual property rights in or to any Products and/or Services.
16.2 Buyer acknowledges and agrees that all property, copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by Supplier under or in the course of provision of any Services (the "Works"), wherever in the world enforceable, including without limitations all right title and interest in and to the Services and all documents, data, drawings, specifications, articles, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Supplier and Buyer shall acquire no right, title or interest in or to the same except as expressly stated in these Conditions.
16.3 The Supplier grants to the Buyer a non-exclusive, non-transferable and non-sublicensable licence to use such of the Works as are necessary, and to the extent necessary, for the end user to obtain and utilise the intended benefit of the Services.
16.4 If any claim is made against Buyer that the Products or Services infringe the patent, copyright or other intellectual property rights of any third party, Supplier shall indemnify Buyer against all losses, damages, costs and expenses awarded against, or incurred by, Buyer in connection with the claim or paid, or agreed to be paid, by Buyer in settlement of the claim provided that: (i) Supplier is given full control of any proceedings or negotiations in connection with any such claim; (ii) Buyer shall not make any admission of liability and shall give Supplier all reasonable assistance for the purposes of any such proceedings or negotiations; (iii) except pursuant to a final award, Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of Supplier; (iv) Buyer shall do nothing which would or might vitiate any insurance policy or cover which Buyer may have in relation to such infringement and shall use its best endeavours to recover any sums due thereunder and this indemnity shall not apply to the extent that Buyer recovers any sums under any such policy or cover; (v) Supplier shall be entitled to the benefit of, and Buyer shall accordingly account to Supplier for, all damages and costs (if any) awarded in favour of Buyer which are payable by, or agreed with the consent of Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and (vi) without prejudice to any duty of Buyer, Supplier shall be entitled to require Buyer to take such steps as Supplier may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Supplier is liable to indemnify Buyer under this section 16.4, which steps may include (at Supplier's option) terminating use of the Product or Service, accepting from Supplier non-infringing, modified or replacement Products or Services.
16.5 Supplier shall have no obligation or liability under Section 16.4 insofar as the infringement arises from: (i) any additions or modifications made to the Products and/or Services in question, otherwise than by Supplier or with its prior written consent; (ii) any information provided by Buyer to Supplier including without limitation any specification; (iii) performance by Supplier of any work required to any Products, or performance of any Services, in compliance with Buyer's requirements or specification; (iv) a combination with or an addition to equipment not manufactured or developed by Supplier; or (v) the use of Products beyond that scope established by Supplier or approved in writing by Supplier.
16.6 Without prejudice to Section 14.1, this Section 16 states the entire liability of Supplier and the exclusive remedy of Buyer with respect to any alleged infringement of intellectual property rights belonging to a third party arising out of or in connection with the performance of any Contract. This Section 16 shall be subject to the limits of liability in Sections 14.2.

17. FORCE MAJEURE

Ref.: Q-77926-1
Date: 2/14/2022

Notwithstanding anything to the contrary in these Conditions, Supplier shall not be liable to Buyer for any loss or damage which may be suffered by Buyer as a direct or indirect result of the supply of Products or Services being prevented, delayed or rendered uneconomic by reason of circumstances or events beyond Supplier's reasonable control. If due to such circumstances or events Supplier has insufficient stocks to meet all its commitments Supplier may apportion available stocks between its customers at its sole discretion.

18. CONFIDENTIAL INFORMATION

Each party undertakes to keep confidential, not use for its own purposes outside the agreed scope and not without the prior written consent of the other party disclose to any third party, any information of a confidential nature belonging to or relating to the other party which may become known to it unless such information is or becomes public knowledge (other than by breach of this Section) or is required to be disclosed by order of a competent authority.

19. CANCELLATION, RESCHEDULING AND TERMINATION

19.1 Orders for Products accepted by Supplier may be cancelled or rescheduled by Buyer only with the written consent of Supplier (which consent Supplier may withhold for any reason) and Buyer shall indemnify Supplier against the cost of all labour and materials used in connection with the order so cancelled or varied and against all loss, damage cost, charges and expenses suffered or incurred by Supplier as a result of that cancellation or variation. Contracts for Services shall commence on the commencement date identified in the relevant Contract and, subject to earlier termination in accordance with Section 19.2, shall continue in force for the initial term as prescribed in such Contract and thereafter for any renewal period (if any) set out in the Contract and thereafter without limit of period unless or until terminated by either party in accordance with 19.2.

19.2 Either party may terminate a Contract for Services immediately at any time by written notice to the other party if the other party commits a material breach of the Contract for Services which is incapable of remedy or which fails to be remedied. Notwithstanding the foregoing, either party may terminate a Contract for Services by giving ninety (90) days written notice to the other party.

19.3 Upon termination or expiry of any Contract, for Services, each party shall except to the extent permitted or required to exercise or perform its continuing rights, or obligations hereunder, return to the other party all property of the other party then in its possession, custody or control and shall not retain any copies of the same.

19.4 Termination of any Contract in accordance with these Conditions shall not affect the accrued rights or liabilities of the parties at the date of termination.

20. INSOLVENCY OF BUYER

If: (i) Buyer becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or carries out or undergoes any analogous act or proceedings under an applicable foreign law; or (ii) Buyer ceases, or threatens to cease to carry on business then, without prejudice to any other right or remedy available to Supplier, Supplier may treat any Contract as repudiated and/or withhold any further supply of Products and/or Services without any liability to Buyer and, if any Products and/or Services have been supplied but not paid for, the price or fees shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

21. EXPORT CONTROL

21.1 Buyer understands that where Supplier's obligations under the Contract to supply any Products or Services are subject to governmental export control laws and regulations, the performance of this Contract and Buyer's use or export of any Products delivered by Supplier shall be conditional upon the grant of all necessary permits or licences. Buyer shall provide all information and documentation, including where necessary end user certification, not in Supplier's possession and required by the relevant application procedure to enable Supplier to make the necessary applications for permits or licences required for deliveries to Buyer. Supplier shall be relieved from its obligations to Buyer to supply any Products or Services to the extent that applications for permits or licences for the same are refused by a relevant governmental authority. To the fullest extent permitted by law, Buyer shall have no right to claim compensation for damages, loss of business or otherwise arising from such a refusal or Contract termination.

21.2 Buyer shall not, directly or indirectly, sell, provide access to, export, re-export, transfer, divert, loan, lease, consign, tranship (including stop in port), transport, or otherwise dispose of any Supplier's Product, material, Software (including source code) or technology to, via, or for: (i) any entity known to be headquartered in, or owned or controlled by a national of, any country or region subject to comprehensive sanctions at any time; (ii) any other individual or entity identified on a denied or restricted party list; or (iii) any activity or end-use restricted by applicable laws without first obtaining all required government authorisations.

21.3 Supplier shall have the right, at its option, to suspend performance under or terminate any Contract if: (i) applicable comprehensive sanctions are imposed; (ii) the Buyer is designated as or determined to be a denied or restricted party under applicable law; or (iii) where the Supplier's obligations under these Conditions or any Contract to supply items or Services are subject to governmental export control laws and regulations, the performance of any Contract and Buyer's use or export of any item delivered by Supplier shall be conditional upon the grant of all necessary permits or licences.

22. DATA PROTECTION

22.1 The Buyer represents, warrants and undertakes that it has complied and shall continue to comply at all times with the EU General Data Protection Regulation 2016/679, the Regulation (the "GDPR"), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any applicable laws in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes issued by any relevant supervisory authority from time to time (collectively the "Data Protection Laws").

22.2 The Supplier shall at all times, where personal data is being processed, supply the Products in accordance with an appropriate data processing agreement (the "DPA") containing suitable safeguards for the protection of personal data disclosed by the Buyer and both parties shall at all times comply with obligations contained therein. The Buyer hereby acknowledges and confirms that any breach of the DPA by the Buyer or its representatives of this Section 22 entitles the Supplier to terminate any Contract in force between the parties immediately and with no liability.

22.3 The Buyer shall indemnify and hold the Supplier harmless from and against all losses, costs, claims, expenses or damages howsoever arising which the Supplier may incur or for which it may become liable as a result of or in connection with any breach or failure by the Buyer or its representatives to comply with this Section 22 including, but not limited to, all claims, proceedings or actions brought by a competent public authority and/or a data subject against the Supplier and for all claims, proceedings or actions brought against the Supplier and/or its sub-contractors of its data protection obligations (including its data security obligations) under applicable Data Protection Laws.

23. GENERAL

23.1 These Conditions and any Contract shall be governed by the laws of the commonwealth of Massachusetts, USA. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions. The parties shall agree to settle any claims or disputes arising out of or in connection with these Conditions or any Contract by amicable negotiations. If no settlement can be reached through negotiations within sixty (60) days after either party has served written notice to the other requesting such negotiations, then the dispute shall be resolved by arbitration under the American Arbitration Association ("AAA") which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1). The seat or legal place of arbitration shall be Boston, Massachusetts. The language to be used in the arbitral proceedings shall be English.

23.2 Failure by Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right.

23.3 If any Conditions are found to be invalid, this shall not affect the rest of the Contract, which shall remain in full force and effect.

23.4 Buyer may not assign, transfer, novate or otherwise dispose of all or any of its rights or obligations, in whole or in part without the written consent of Supplier.

23.5 These Conditions constitutes the entire agreement and supersedes any prior agreement, understanding, representations or arrangements between the parties with respect to its subject matter.

23.6 Variation to any Contract must be in writing and signed by the parties.

23.7 All notices given under these Conditions shall be sent to the address of the other party set forth in the Quotation or in Contract. Notice shall be regarded as properly given if sent in writing and shall be deemed to have been served on the next working day from delivery if sent by email or fax, and on the day of receipt if sent by express courier or by registered mail.

May 2019 US Edition



WYATT
TECHNOLOGY

6330 Hollister Avenue
Santa Barbara, CA 93117
Tel: +1 (805) 681-9009
Fax: +1 (805) 681-0123
Web: www.wyatt.com

QUOTATION

WTCQ 0037818

Wyatt Technology is delighted to present this quotation to:

Aravinda Kar
University of Central Florida
4304 Scorpius St.
Orlando, FL 32816
USA

Date	Valid until:
2/23/2022	3/31/2022

Payment Terms	Net 15 Days
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Estimated Lead Time	75 days
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Sales Representative
Landry Bennett

For Order Inquiries or to place an order, please contact:

Email: orders@wyatt.com
Phone: (805) 681-9009

Ln #	Part Number	Description	Qty	Unit Price	Ext Price
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1	WMOBQ	Mobius with QELS	1	78,900.00	71,010.00
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10.00% Discount Applied to this Item

Electrophoretic light scattering detector (ELS) + dynamic light scattering (DLS) for simultaneous measurement of electrophoretic mobility and hydrodynamic radius, to determine colloidal zeta potential or molecular charge. Suitable for measuring size and size distributions from 0.2 – 5000 nm Rh. Sample may be loaded manually, or automatically by means of an Agilent autoinjector and HPLC pump. Laser wavelength 532 nm. Peltier temperature control 4-70 degrees C. Computer is not included. Includes: flow cell, dip cell, adaptor for disposable DLS-only microcuvettes, and package of 100 disposable cuvettes.

- Option 01: Mobius Mobility Detector 532nm
- Option 02: 120V
- Option 04: Ship With Pallet

2	CK3800	DYNAMICS 8	1	6,300.00	5,670.00
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10.00% Discount Applied to this Item

DYNAMICS 8 software for characterization of macromolecules and nanoparticles by batch dynamic light scattering, static light scattering and electrophoretic light scattering. Used for acquiring and analyzing size, molar mass, zeta potential and charge. Software license is required for use with each DynaPro® Plate Reader, NanoStar® or Mobius instrument and is limited to installation on four computers.



Ln #	Part Number	Description	Qty	Unit Price	Ext Price
3	900014	Mobius Disposable Cuvettes	1	76.00	68.40
10.00% Discount Applied to this Item					
<p>100 µL polystyrene cuvettes may be used with the Mobius with an adapter. A novel solvent reservoir prevents evaporation of the sample solvent during temperature ramps and extended measurements. They are not suitable for Mobius zeta potential measurements. These cuvettes are compatible with a temperature range of 4 °C to 70 °C.</p> <p>100 disposable microcuvettes with 10 caps; requires existing microcuvette adapter for Mobius instrument.</p> <p>Note: for DLS only.</p>					
4	WMDC-00	Mobius Dip Cell	2	4,585.00	8,253.00
10.00% Discount Applied to this Item					
<p>The Mobius Dip Cell is a convenient alternative to the Mobius flow cell for manual measurements. As with the flow cell, the dip cell affords simultaneous mobility and size measurements in order to determine zeta potential or charge while monitoring potential degradation of the sample under an applied electric field. The dip cell requires only 65 µL of solution under typical conditions. The Mobius Dip Cell is optimal for PALS measurements of nanoparticles, proteins and other macromolecules. It should be used for low-conductivity samples not requiring the Atlas pressurization module and is useful for quick testing before setting up automated, multi-sample methods. It cannot be used for DLS measurements if Rh > 200 nm.</p> <p>Optimal for: All nanoparticles (unless DLS is required and Rh > 200 nm) Proteins and other macromolecules Low conductivity samples not requiring the Atlas Pressurization System Manual sample handling, when automation (autosampler, titrator, etc.) is not available Quick testing before setting up automated, multi-sample methods</p>					
5	P8450-01	1 mL Disposable Syringe	50	1.10	49.50
10.00% Discount Applied to this Item					



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QUOTATION #
WTCQ0037818

Ln #	Part Number	Description	Qty	Unit Price	Ext Price
6	P8450-01	1 mL Disposable Syringe	50	1.10	49.50
				10.00% Discount Applied to this Item	
7	900115	Mobius Mobility Standard, Lot Certified	1	382.00	343.80
				10.00% Discount Applied to this Item	
		15 mL vial of aqueous suspension of polystyrene latex spheres; for use as Mobility validation for Mobius.			
		For Certificates of Analysis, please visit our Certificates of Analysis page.			
8	900020	Interference Filter Installation Kit	2	299.00	538.20
				10.00% Discount Applied to this Item	
		Required with any MALS interference filter purchase.			
		<i>One to be installed on Mobius.</i>			
9	Y-TECHSUPP	Technical Support	1	0.00	0.00
		Unlimited free telephone, e-mail and FAX support for one year (Value to \$350.00 per hour).			
10	Y-LSUDA	Training Dyna-LSU	1		Included
		Two days of Dyna-LSU training in Santa Barbara on the theory and operation of the DynaPro instrument. Airfare to/from Santa Barbara is included for one person from anywhere in North America, along with up to 3 nights of hotel (depending on flight times) at the designated location. (Credit will expire 3 years after purchase order is issued.)			
11	Y-INSTALL1	1 Day Installation	1	5,000.00	4,500.00
				10.00% Discount Applied to this Item	
		On-site installation and familiarization visit by a Wyatt scientist or service engineer for 1 day (travel expenses included).			

Less 10% academic discount



Ln #	Part Number	Description	Qty	Unit Price	Ext Price
13	Y-CMA	Customer Marketing Agreement - Featured Customer Customer agrees to be a Wyatt "Featured Customer" for marketing purposes within the first 12 months of purchase, providing Wyatt with required materials needed for this placement.	1	0.00	0.00
14	Y-CMA	Customer Marketing Agreement - Application Note Customer agrees to write a joint Application Note with Wyatt Technology for marketing purposes within the first 12 months of purchase providing Wyatt with required materials and adhering to the deadlines specified.	1	0.00	0.00
15	Y-DISCOUNT	Additional Discount Discount for CMAs.	1	4,604.00-	4,604.00-

Net Order:	85,878.40
Shipping:	450.00
Total:	86,328.40

Wyatt Technology is pleased to offer to our customers the following opportunities for savings. Place your order for accessories and spare parts through the Wyatt Technology Store and receive up to 20% off all parts under \$2,000 automatically. Include an Instrument Service Plan (Silver, Gold or Platinum) or Software Support Plan with your instrument for a 20% discount or more.

All prices quoted in US dollars unless otherwise specified. Pricing subject to change without notice.
All quotations are subject to change based on the results of a credit check and risk assessment.
All prices quoted are FOB Santa Barbara, California, and are subject to change without notice.

RETURNS: Unauthorized returns will not be accepted. All returns must have our prior approval, a Return Authorization Number, and a copy of our invoice and packing list. Returned goods are subject to a 15% restocking charge. Return goods must be returned with shipping charges prepaid. All returned merchandise must be returned in new condition in its original shipping containers. No goods are eligible for return more than 30 days after receipt by the customer.

Estimated Lead-time is the estimated number of calendar days between the date of the receipt of order and ship date of the goods quoted.



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QUOTATION #
WTCQ0037818

Ln #	Part Number	Description	Qty	Unit Price	Ext Price
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WARRANTY: All instruments manufactured by Wyatt Technology are warranted to be free from defects in materials and/or workmanship for a period of twelve (12) months from the date of shipment from Wyatt Technology facility. Wyatt Technology offers free software upgrades for a period of twelve (12) months from the date of shipment from Wyatt Technology facility. Certain OEM items are warranted by their manufacturers, and those warranties may be different from Wyatt Technology's warranty policy. Wyatt Technology makes no warranties, either express or implied, regarding their instruments or computer software packages, their merchantability or their fitness for any particular purpose.

COMPUTER REQUIREMENTS:

Computer requirements are available at <http://www.wyatt.com/PCRequirements>
Installing the current Wyatt software is required.

DISPUTES SUBJECT TO ACCELERATED ARBITRATION : Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved by binding, accelerated arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of binding arbitration shall be Santa Barbara, California. The arbitration shall be governed by the laws of the State of California. Each party shall, upon written request of the other party, promptly provide the other with copies of all relevant documents. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings, modified to accommodate accelerated, binding arbitration. Time is of the essence for this binding, accelerated arbitration under this Agreement and arbitration hearings shall take place within 60 days of filing and awards rendered within 90 days. The prevailing party shall be entitled to an award of attorney fees and costs. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness including but not limited to the accelerated, binding arbitration hearing. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. The decision of the Arbitrator shall be in writing and shall include essential findings and conclusions which form the basis of the award and the decision of the Arbitrator shall be binding upon the parties. The binding arbitration award shall be enforceable and may be confirmed in the Superior Court of California, County of Santa Barbara.