

Fill in this information to identify the case:Debtor 1 Clarksdale Regional Medical Ctr/NW Mississippi RegionalDebtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05678**FILED**

SEP 21 2018

U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF TN**Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>BECKMAN COULTER, INC.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>BECKMAN COULTER, INC.</u> Name <u>250 S. Kraemer Blvd - D1.NW.03</u> Number Street <u>Brea</u> <u>CA</u> <u>92821</u> City State ZIP Code Contact phone <u>714-961-3150</u> Contact email <u>jlee08@beckman.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>6 3 9 5</u>
7. How much is the claim?	\$ <u>9,128.20</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>product bills</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ <u>9,128.20</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>9,128.20</u> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>9,128.20</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

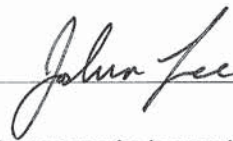
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/14/2018
MM / DD / YYYY

Signature



Print the name of the person who is completing and signing this claim:

Name Joshua Lee
First name Middle name Last name

Title Accounts Receivable Manager

Company Beckman Coulter, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 250 S. Kraemer Blvd. - D1.NW.03
Number Street
Brea CA 92821
City State ZIP Code

Contact phone 714-961-3150 Email jlee08@beckman.com



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

CREDIT MEMO NO.: **106870356**

Page: 1 of 1
Date: 2018/02/08

CREDIT MEMO

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55683305
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 829121217
PO Date: 2018/02/06
End User P.O.:
Radioactive License:
F.O.B.: SHIP POINT
Freight Terms: PREPAID AND ADD

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States

Payment Terms:
Due Date: 2018/02/08
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States
Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP, LH SERIES DILUENT, 20L Freight Terms: PREPAID AND ADD	8547194	6	- 6	19.00	- 114.00	7.00
2.1	FREIGHT CHARGE Freight Terms: PREPAID AND ADD Credit for Original invoice #106850593 1/30/2018 \$214.60 Reason: WAREHOUSE SHIPPED PRODUCT A MONTH AFTER ORDER WAS PLACED. CUSTOMER NO LONGER HAS USE FOR THE PRODUCT. Re- Invoice Sales Order #: N/A Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	FREIGHT	1	- 1	100.60	- 100.60	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
- 214.60		0.00		0.00	- 214.60		
			Tax %	Tax Amount	Total Amount		
			7.00	- 15.02	USD - 229.62		

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107023642**

Page: 1 of 1
Date: 2018/04/30

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55887894
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/05/30
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,6C CELL CONTROL 12X Lot No. 4212580K Expiry Date 2018- 06- 23 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) 2 DAY Waybill No: 1Z3474980200894265	628027	3	3	275.74	827.22	7.00
2.1	FP,DXH CLEANER, 10L Lot No. 3912090 Expiry Date 2019- 03- 19 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80330628296	628023	1	1	25.50	25.50	7.00
Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore							
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
852.72		0.00		0.00	852.72		
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.			Tax %	Tax Amount	Total Amount		
			7.00	59.70	USD 912.42		

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product, if any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it, in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified herein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107039214**

Page: 1 of 1
Date: 2018/05/08

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55897627
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/06/07
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
4.1	4C ES TRI, ACT, 12X3.3ML Lot No. 1685486K Expiry Date 2018- 08- 27 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) 2 DAY Waybill No: 1Z3474980200910577 <						

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. if buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.

Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places within the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unworkable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringing claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty;

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for and used outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107042763**

Page: 1 of 1
Date: 2018/05/09

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)**
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55897627
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (5307469)**
CENTER
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/06/08
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH DILUENT,10L Lot No. 3521740 Expiry Date 2019- 10- 15 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4497447080	628017	30	30	9.52	285.60	7.00
2.1	FP,DXH CLEANER, 10L Lot No. 3912100 Expiry Date 2019- 03- 19 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4497447080	628023	1	1	25.50	25.50	7.00
3.1	DIFF ACT PAK,15L Lot No. 112196K Expiry Date 2019- 02- 20 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4497447080 Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	8547134	1	1	125.00	125.00	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
436.10		0.00		0.00	436.10		
		Tax %	Tax Amount		Total Amount		
		7.00	30.53		USD 466.63		

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges imposed by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself. If notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringing claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection disclose that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory;

(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for and used outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

FEIDN: 95-1040600
DUNS: 00-825-4708

INVOICE NO.: **107048644**

Page: 1 of 1
Date: 2018/05/14

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614-1218

Order Number: 55894563
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662-624-3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614-7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/06/13
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055-0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH CELL LYSE,5L Lot No. 8702004 Expiry Date 2019- 08- 22 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80330914379	628019	1	1	256.87	256.87	7.00
2.1	FP,DXH DIFF PACK Lot No. 3610940 Expiry Date 2018- 12- 15 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80330914379	628020	1	1	107.10	107.10	7.00
3.1	FP,DXH RETIC PACK Lot No. 3710950 Expiry Date 2018- 11- 07 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80330914379 Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	628021	1	1	302.18	302.18	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
666.15		0.00		0.00		666.15	
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.			Tax %	Tax Amount		Total Amount	
			7.00	46.63		USD 712.78	

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringing claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory;

(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake, (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for and used outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: 107079577

Page: 1 of 1
Date: 2018/05/30

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55959294
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/06/29
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH DIFF PACK Lot No. 3610950 Expiry Date 2019- 01- 01 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80331225540	628020	2	2	107.10	214.20	7.00
2.1	FP,6C CELL CONTROL 12X Lot No. 4212640K Expiry Date 2018- 07- 21 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) 2 DAY Waybill No: 1Z3474980200951550	628027	3	3	275.74	827.22	7.00
3.1	FP,RETIC- X CELL CONTROL Lot No. 4311390K Expiry Date 2018- 08- 14 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) 2 DAY Waybill No: 1Z3474980200951550 Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	628028	2	2	102.68	205.36	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
1,246.78		0.00		0.00		1,246.78	
			Tax %	Tax Amount		Total Amount	
			7.00	87.28		USD 1,334.06	

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation.

Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges; (d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference; (f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake. (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107091939**

Page: 1 of 1
Date: 2018/06/05

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55975504
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/07/05
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 **Acct #** 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
5.1	FP,LATRON CONTROL Lot No. 4011300F Expiry Date 2019- 04- 12 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z3474980300962993 Beckman Coulter will be closed Wednesday, July 4, 2018. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, June 18th. Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	628024	1	1	146.92	146.92	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
146.92		0.00		0.00	146.92		
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.			Tax %	Tax Amount	Total Amount		
			7.00	10.28	USD 157.20		

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. if buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92322-3000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it, in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake. (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107110955**

Page: 1 of 2
Date: 2018/06/14

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 55975504
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/07/14
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH DILUENT,10L Lot No. 3522250 Expiry Date 2019- 11- 23 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4449415633	628017	30	30	9.52	285.60	7.00
2.1	FP,DXH CELL LYSE,5L Lot No. 8703006 Expiry Date 2019- 09- 29 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4449415633	628019	1	1	256.87	256.87	7.00
3.1	FP,DXH RETIC PACK Lot No. 3710990 Expiry Date 2019- 01- 09 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4449415633	628021	1	1	302.18	302.18	7.00
4.1	FP,DXH CLEANER, 10L Lot No. 3912140 Expiry Date 2019- 03- 21 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4449415633	628023	1	1	25.50	25.50	7.00
6.1	DIFF ACT PAK,15L Lot No. 112197K Expiry Date 2019- 02- 20	8547134	1	1	125.00	125.00	7.00

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

*Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, these clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



Page: 2 of 2
Date: 2018/06/14

Order Number: 55975504
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257

PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Bill To: NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107159386**

Page: 1 of 1
Date: 2018/07/11

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)**
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56044470
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (5307469)**
CENTER
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/08/10
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States
Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
9.1	4C ES TRI, ACT, 12X3.3ML Lot No. 1685490K Expiry Date 2018- 10- 22 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) 2 DAY Waybill No: 1Z3474980201032274 Beckman Coulter will be closed Wednesday, July 4, 2018. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, June 18th. Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	7547187	1	1	153.00	153.00	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
153.00		0.00		0.00	153.00		
		Tax %	Tax Amount		Total Amount		
		7.00	10.71		USD 163.71		

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the invoice hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000. After Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unremediable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself. If notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured by Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory.

(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107161815**

Page: 1 of 2
Date: 2018/07/12

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)**
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56044470
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (5307469)**
CENTER
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/08/11
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States
Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH CELL LYSE,5L Lot No. 8704006 Expiry Date 2019- 10- 24 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332134913	628019	1	1	256.87	256.87	7.00
2.1	FP,DXH DIFF PACK Lot No. 3610970 Expiry Date 2019- 01- 02 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332134913	628020	1	1	107.10	107.10	7.00
3.1	FP,DXH RETIC PACK Lot No. 3711020 Expiry Date 2019- 01- 10 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332134913 Beckman Coulter will be closed Wednesday, July 4, 2018. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, June 18th.	628021	1	1	302.18	302.18	7.00

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.

Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92622-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges imposed by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer, in case said product is in such suit held to constitute infringement and the use of said product is enjoined. Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringing claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, not, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake. (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC

PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800-526-3821
FAX: 714-223-4100

FEIDN: 95-1040600
DUNS: 00-825-4708

INVOICE NO.: **107161815**

Page: 2 of 2
Date: 2018/07/12

INVOICE

Order Number: 56044470
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662-624-3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)**
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614-1218

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
				</			



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: 107162673

Page: 1 of 1
Date: 2018/07/12

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56044470
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/08/11
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
6.1	FP,DXH CLEANER, 10L Lot No. 3912170 Expiry Date 2019- 03- 27 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z5R91W80332133665	628023	2	2	25.50	51.00	7.00
7.1	FP,6C CELL CONTROL 12X Lot No. 4212760K Expiry Date 2018- 09- 08 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101035451 Beckman Coulter will be closed Wednesday, July 4, 2018. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, June 18th. Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	628027	3	3	275.74	827.22	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
878.22		0.00		0.00	878.22		
		Tax %	Tax Amount		Total Amount		
		7.00	61.48		USD 939.70		

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are not thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges imposed by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake. (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS
The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107163404**

Page: 1 of 1
Date: 2018/07/12

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)**
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56044470
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (5307469)**
CENTER
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/08/11
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
4.1	FP,LATRON CONTROL Lot No. 4011330F Expiry Date 2019- 05- 25 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) GROUND Waybill No: 1Z3474980301036456 Beckman Coulter will be closed Wednesday, July 4, 2018. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, June 18th. 						

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places within the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoked by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory;

(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(i) was caused by Buyer's misuse or abuse of such instrument (ii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822-8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107164459**

Page: 1 of 1
Date: 2018/07/13

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56044470
Customer Number: 10686395
Customer Authority:
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/08/12
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
5.1	FP,DXH DILUENT,10L Lot No. 3522460 Expiry Date 2019- 12- 18 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: 4449536081 Beckman Coulter will be closed Wednesday, July 4, 2018. To avoid possible delays in product shipments or delivery, we recommend that you place your orders by Monday, June 18th. Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	628017	14	14	9.52	133.28	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges	Subtotal		
133.28		0.00		0.00	133.28		
			Tax %	Tax Amount	Total Amount		
			7.00	9.33	USD 142.61		

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

- The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product, if any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, not, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(h) was caused by Buyer's misuse or abuse of such instrument (ii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control of either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS
The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107201303**

Page: 1 of 1
Date: 2018/08/02

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56116651
Customer Number: 10686395
Customer Authority: ANGELA MORGAN
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/01
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 **Acct #** 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,RETIC- X CELL CONTROL Lot No. 4311490K Expiry Date 2018- 10- 23 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101074098	628028	2	2	102.68	205.36	7.00
2.1	FP, S- CAL, 2 X 4.2ML Lot No. 1158420F Expiry Date 2018- 08- 25 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101074098	624519	1	1	63.00	63.00	7.00
3.1	FP,S CAL CALIBRATOR Lot No. 4111300F Expiry Date 2018- 09- 08 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101074098 Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	628026	1	1	63.75	63.75	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
332.11		0.00		0.00		332.11	
If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.			Tax %	Tax Amount		Total Amount	
			7.00	23.25		USD 355.36	

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92622-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time: what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collected unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107218099**

Page: 1 of 1
Date: 2018/08/11

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (67935907)**
CENTER
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56118380
Customer Number: 10686395
Customer Authority: ANGELA MORGAN
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL (5307469)**
CENTER
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/10
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
5.1	FP,6C CELL CONTROL 12X Lot No. 4212830K Expiry Date 2018- 10- 06 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101093120	628027	3	3	275.74	827.22	7.00
6.1	FP,LATRON CONTROL Lot No. 4011350F Expiry Date 2019- 06- 28 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) 2 DAY Waybill No: 1Z3474980201093664	628024	1	1	146.92	146.92	7.00
7.1	4C ES TRI, ACT, 12X3.3ML Lot No. 1685492K Expiry Date 2018- 11- 19 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: UPS (US) NEXT DAY (2) Waybill No: 1Z3474980101093120 Thank you for your order. Phone Orders: 800- 526- 3821, option 1. Fax Orders: 800- 232- 3828 Purchase online at our eStore: www.beckmancoulter.com/eStore	7547187	1	1	153.00	153.00	7.00
Net Amount		Shipping & Handling	Insurance	Other Charges		Subtotal	
1,127.14		0.00		0.00		1,127.14	
			Tax %	Tax Amount		Total Amount	
			7.00	78.90		USD 1,206.04	

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If Buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-8000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unverifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for the Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory; (b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, not, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake. (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control of either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.



250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107223822**

Page: 1 of 2
Date: 2018/08/14

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number: 56118380
Customer Number: 10686395
Customer Authority: ANGELA MORGAN
Authority Phone:
Customer PO: 8296522257
PO Date: 2018/01/02
End User P.O.: 662- 624- 3733
Radioactive License:
F.O.B.: CUSTOMER SITE
Freight Terms: DO NOT ADD FREIGHT

Ship To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (5307469)
1970 HOSPITAL DR
CLARKSDALE MS 38614- 7202
United States
Attn: LAB

Payment Terms: Net Due in 30 Days
Due Date: 2018/09/13
Remit To: Beckman Coulter, Inc.
Dept. CH 10164
PALATINE IL 60055- 0164
United States

Wire: ABA # 043000261 Acct # 1044460

Item	Description	Part Number	Quantity Ordered	Quantity Shipped	Unit Price	Value	Tax Rate
					Discount %		
1.1	FP,DXH DILUENT,10L Lot No. 3522750 Expiry Date 2020- 01- 09 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: CDFA458514	628017	20	20	9.52	190.40	7.00
2.1	FP,DXH CELL LYSE,5L Lot No. 8705005 Expiry Date 2019- 11- 22 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: CDFA458514	628019	1	1	256.87	256.87	7.00
3.1	FP,DXH DIFF PACK Lot No. 3611010 Expiry Date 2019- 01- 09 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: CDFA458514	628020	2	2	107.10	214.20	7.00
4.1	FP,DXH CLEANER, 10L Lot No. 3912260 Expiry Date 2019- 06- 12 Freight Terms: DO NOT ADD FREIGHT Contract: 62739US Shipped Via: FEDEX FREIGHT (US) LTL Waybill No: CDFA458514	628023	1	1	25.50	25.50	7.00
8.1	DIFF ACT PAK,15L Lot No. 112204K Expiry Date 2019- 06- 25	8547134	1	1	125.00	125.00	7.00

If Customer files any cost reports or claims for reimbursement with federal or state health care programs, Customer shall fully and accurately disclose and claim the amount of any discount for any of the products sold hereto in the fiscal year in which the discount is earned or the following year, and otherwise strictly comply with any applicable federal or state statutes and regulations.

TERMS AND CONDITIONS OF SALE

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds payable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries, and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly.

"Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products."

SHIPMENTS

- (a) The cost of packaging for domestic shipments is included in the quoted price. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.
- (b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 250 South Kraemer Boulevard, Brea, CA 92822-5000, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivering carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.
- (c) For shipments to and from places with the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of this insurance shall be borne by Buyer.
- (d) For shipments from the United States to ports and/or

places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for unvenifiable claims for loss or damage to products occurring while in transit, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured to Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter or patent infringement by said product. If any suit or proceeding is brought against

Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer.

(a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory;

(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective, in which case Beckman Coulter will pay all transportation charges;

(d) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or was caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake.

(h) was caused by Buyer's misuse or abuse of such instrument (ii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and/or conditions specified herein and those specified in such Special Warranty, the terms and/or conditions of the Special Warranty shall control.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulation which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

This sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the Label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.o.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations of the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.

250 South Kraemer Blvd
P.O. Box 8000
Brea CA 92822- 8000
United States
Tel: 800- 526- 3821
FAX: 714- 223- 4100

FEIDN: 95- 1040600
DUNS: 00- 825- 4708

INVOICE NO.: **107223822**

Page: 2 of 2
Date: 2018/08/14

INVOICE

Bill To: **NORTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER** (67935907)
ACCOUNTS PAYABLE
ATTN: ACCOUNTS PAYABLE
PO BOX 1218
CLARKSDALE, MS 38614- 1218

Order Number:	56118380
Customer Number:	10686395
Customer Authority:	ANGELA MORGAN
Authority Phone:	
Customer PO:	8296522257
PO Date:	2018/01/02
End User P.O.:	662- 624- 3733
Radioactive License:	
F.O.B.:	CUSTOMER SITE
Freight Terms:	DO NOT ADD FREIGHT

[illegible]

September 17, 2018

US Bankruptcy Court
Middle District of Tennessee
701 Broadway, Room 170
Nashville, TN 37203

Re: Proof of Claim – Northwest Mississippi Regional Medical Center
Case Number 18-05678

To Whom It May Concern:

Attached is proof of claim to be filed. Please return a confirmation of this proof of claim in the enclosed self addressed stamped envelope.

Thank you,

Gloria Perez
Credit Department
Phone 714-792-1439
Fax 714-223-4466
gperez@beckman.com
Beckman Coulter, Inc.
250 S. Kraemer Blvd.
Brea, CA 92821

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05678 Clarksdale Regional Medical Center Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6744625)
BECKMAN COULTER INC
250 S KRAEMER BLVD D1
NW 03
BREA CA 92821

Claim No: 5
Original Filed
Date: 09/21/2018
Original Entered
Date: 09/21/2018

Status:
Filed by: CR
Entered by: Intake3
Modified:

Amount claimed: \$9128.20

History:

[Details](#) [5-1](#) 09/21/2018 Claim #5 filed by BECKMAN COULTER INC, Amount claimed: \$9128.20 (Intake3)

Description: (5-1) PRODUCT BILLS

Remarks:

Claims Register Summary

Case Name: Clarksdale Regional Medical Center Inc.

Case Number: 3:18-bk-05678

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$9128.20
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		