

# **AGREEMENT FOR SERVICES**

**#395-PHD0804**

## **DIONEX Corporation**

### **Ion Chromatography Preventive Maintenance and Upgrades**

#### **Amendment I**

**THIS AMENDMENT to that AGREEMENT** made and entered into on September 6, 2004 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Dionex Corporation, a duly qualified California corporation (hereinafter referred to as "Contractor"), whose principal place of business is 1228 Titan Way, P.O. Box 3603, Sunnyvale, CA 94088-3603;

#### **WITNESSETH**

**WHEREAS**, Contractor has been under contract with County to provide routine scheduled maintenance and upgrades for the El Dorado County Public Health Department Laboratory's Ion Chromatograph machine; and

**WHEREAS**, County desires to extend Contractor's services for another year;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE II**, Term is replaced in its entirety with the following:

#### **ARTICLE II**

**Term:** This Agreement shall be effective on September 6, 2004 and shall expire on September 5, 2006. This Agreement may be extended for one additional one-year period if mutually agreed to in writing by both parties hereto not less than thirty (30) days prior to its expiration.

**ARTICLE III**, Compensation for Services is amended to read as follows:

#### **ARTICLE III**

##### **Compensation for Services:**

For routine scheduled maintenance services provided by Contractor 9/6/04 through 9/5/05, and in order to capture the 6% discount offered by Contractor per quotation number 22717 for payment in

advance, County agrees to pay \$3,246.21 within 30 days of receipt and approval of an original written invoice, following full execution of this Agreement. Invoice shall reference Agreement # 395-PHD0804 and be sent to:

El Dorado County Public Health Department  
Attn: Accounting Department  
941 Spring Street, Suite 3  
Placerville, CA 95667

For routine scheduled maintenance services provided by Contractor 9/6/05 through 9/5/06, and in order to capture the 6% discount offered by Contractor per quotation number 26916 for payment in advance, County agrees to pay \$3,570.82 within 30 days of receipt and approval of an original written invoice, following full execution of this Agreement.

This Agreement shall not exceed \$3,246.21 in FY 04/05 or \$3,570.82 in FY 05/06 for a total not to exceed \$6,817.03 for all services as described herein, inclusive of all expenses.

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The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**CONTRACTOR**

By: Craig A. McCollam  
Craig A. McCollam, Vice President and CFO  
Dionex Corporation

Date: 9/14/05

**COUNTY OF EL DORADO**

By: Bonnie H. Rich  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office

Date: 9/19/05





# **AGREEMENT FOR SERVICES**

**#395-PHD0804**

## **DIONEX Corporation**

### **Ion Chromatography Preventive Maintenance and Upgrades**

**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Dionex Corporation, a duly qualified California corporation (hereinafter referred to as "Contractor"), whose principal place of business is 1228 Titan Way, P.O. Box 3603, Sunnyvale, CA 94088-3603;

#### **WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide routine scheduled maintenance and upgrades for the El Dorado County Public Health Department Laboratory's Ion Chromatograph machine; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

**Scope of Services:** Contractor agrees to furnish personnel, equipment and materials necessary to provide routine scheduled maintenance services and upgrades for the Ion Chromatography machine at the County Public Health Department Laboratory per Contractor's *Premier Care Program*, as described in Exhibit A, attached hereto and made by reference a part hereof.

The Contractor shall commence work and purchase repair/replacement parts under the terms of this Agreement only with prior approval from designated Public Health Laboratory staff.

## ARTICLE II

**Term:** This Agreement shall be effective when fully executed by both parties hereto and shall expire one year from date thereof. This Agreement may be extended for one additional one-year period if mutually agreed to in writing by both parties hereto not less than thirty (30) days prior to its expiration.

## ARTICLE III

**Compensation for Services:** For routine scheduled maintenance services provided by Contractor, and in order to capture the 6% discount offered by Contractor per quotation number 22717 for payment in advance, County agrees to pay \$3,246.21 within 30 days of receipt and approval of an original written invoice, following full execution of this Agreement. Invoice shall reference Agreement # 395-PHD0804 and be sent to:

El Dorado County Public Health Department  
Attn: Accounting Department  
941 Spring Street, Suite 3  
Placerville, CA 95667

This Agreement shall not exceed \$3,246.21 for services as described herein, inclusive of all expenses, for a one-year term.

## ARTICLE IV

**License:** Contractor warrants and represents that its employees performing maintenance and/or repair of County's machine(s) hold and will maintain throughout the course of the contract all necessary licenses and certifications required by the categories and type of work being performed.

## ARTICLE V

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE VI

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.



## **ARTICLE VII**

**Assignment and Delegation:** Contractor is engaged by County for their unique qualifications and skills as well as those of their personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE VIII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE X**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving



notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, Certified, Return Receipt Requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: LABORATORY DIRECTOR or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

DIONEX CORPORATION  
1228 TITAN WAY, P.O. BOX 3603  
SUNNYVALE, CA 94088-3603  
ATTN: PEGGY TURNER, SERVICE AGREEMENT ADMINISTRATOR

or to such other location as the Contractor directs.



## **ARTICLE XII**

**Indemnity:** To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of



such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XIV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects

personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XV**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XVI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVII**

**Taxpayer Identification / Form W9:** All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

#### **ARTICLE XVIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

#### **ARTICLE XX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.



**ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**CONTRACTOR**

By: Ray A. McColl (Vice president & CFO) Date: 8/27/04  
[to be signed by Board of Directors Member from "operational group" such as Chairman or President, Vice Chair or VP]  
Dionex Corporation

By: N/A Date: \_\_\_\_\_  
[to be signed by Board Member from "financial group" such as Secretary, Treasurer]  
Dionex Corporation

**COUNTY OF EL DORADO**

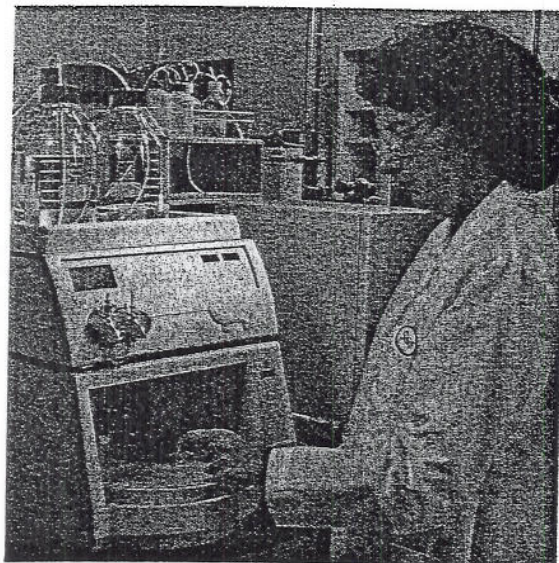
By: Bonnie H. Rich Date: 9/22/04  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office



DIONEX

*Exhibit A*

## Premier Care Program



### ***Goals and Strategies***

#### **Clearly Articulated Objectives**

As partners, we have a common goal—success. Dionex seeks to understand and help develop a set of objectives that will lead to success: yours and ours.

#### **Measurable Performance Parameters**

We all need to know when we are winning. We need targets and a means of measuring progress towards those targets. Dionex helps quantify the performance measurement parameters that help lead to success.

#### **Success Oriented Action Plans**

Action plans are key to accomplishing objectives. Regular reviews are held to review past accomplishments and establish new action plans.

#### **Rigorous Deployment of Resources, Limited Only by Need**

- Discounted operation and maintenance training
- Maintenance and repair services
- Emergency services
- Parts (except consumables and spares)
- Rapid depot repair (5 business-day return) with advance replacement at Dionex's discretion
- Performance enhancement updates
- World-class call center and technical support

### ***Achievement of Objectives***

**The only satisfactory result!**

## Premier Care Program

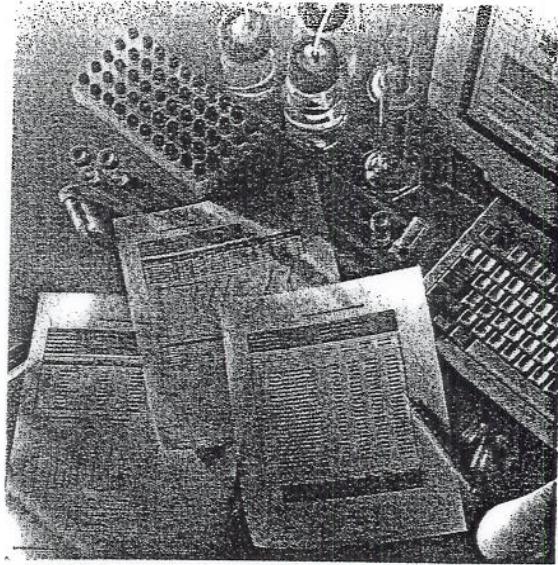
# Features and Benefits

- |  |   |
|--|---|
| <b>Preventive Maintenance Visit</b>          | <ul style="list-style-type: none"><li>▪ Maintains optimum performance</li><li>▪ Prevents breakdowns</li><li>▪ Planned downtime minimizes disruption</li></ul>   |
| <b>Emergency Services</b>                    | <ul style="list-style-type: none"><li>▪ Priority scheduling</li><li>▪ Fixed costs</li><li>▪ Dionex team commitment to a quick response</li><li>▪ Expert backup and troubleshooting consultation</li></ul>   |
| <b>Parts (Except Spares and Consumables)</b> | <ul style="list-style-type: none"><li>▪ Priority access to parts</li><li>▪ Minimal paperwork (no purchase order required)</li><li>▪ Fixed costs</li><li>▪ Maximum uptime for maximum results</li></ul>  |
| <b>Rapid Depot Repair</b>                    | <ul style="list-style-type: none"><li>▪ Minimal downtime</li><li>▪ Repair work is performed in repair shop, not in the laboratory</li><li>▪ Modules are returned 5 business days from date of receipt</li><li>▪ Advance replacement at the discretion of Dionex</li></ul>   |
| <b>Performance Enhancement Updates</b>       | <ul style="list-style-type: none"><li>▪ Free software updates</li><li>▪ Updates that improve performance, but do not alter capabilities, are installed at no charge on a priority basis</li><li>▪ Updates are made available on a limited basis</li></ul>   |
| <b>Operator and Maintenance Training</b>     | <ul style="list-style-type: none"><li>▪ Tuition discounts on scheduled training courses</li><li>▪ Training on technical notes, new products, and applications are provided at the discretion of Dionex</li><li>▪ Discounts on customized training programs</li><li>▪ Phone and on-site assistance that keeps designated operator current on all aspects of instrument operation, at no additional costs</li></ul> |
| <b>World Class Technical Support</b>         | <ul style="list-style-type: none"><li>▪ Call center and on-site assistance</li><li>▪ Priority access to expert knowledge</li><li>▪ 24-hour access to Dionex customer support web site tools</li><li>▪ Up-to-date FAQs, part numbers, and literature fulfillment</li></ul>   |



## Premier Care Program

# Schedule of Services



### **Maintenance and Repair Services**

An equipment maintenance program is provided for, and will be established during this agreement. All on-site field service calls for covered services are included.

### **Emergency Service**

Dionex provides unlimited emergency services at no additional charge for services covered by this Service Agreement. Emergency service may include on-site service, emergency part replacement, or exchange/loaner components. Selected emergency service is provided for covered services at the discretion of Dionex.

### **Technical Support Included for Covered Services**

The Dionex technical support hotline is included for covered services. The hotline provides hardware, software, and application support. Hours of operation are 6:00 am to 5:00 pm Pacific time.

### **Parts**

Dionex provides at no charge all parts that are covered by this agreement. Dionex recommends that the customer acquire and maintain a set of consumable spare parts. This inventory is to be used by the customer to ensure maximum system uptime. Dionex will invoice customer for all consumables and consumable spare parts used that are not customer supplied. A list of consumables and consumable spare parts will be provided upon request.

### **Rapid Depot Repair**

Dionex provides a component repair service wherein designated units are available for rapid repair. Dionex, at its own discretion, will authorize the repair of a unit when a problem has been isolated to the defective unit. Rapid depot repair guarantees a 5 business-day return of the unit.

### **Operator Training**

The Dionex Premier Care Program offers post-installation training at a 50% discount for the designated operator to continue efficient instrument operation and minimal downtime. It provides new product training, one-on-one assistance, and Technical and Application Note updates, at the discretion of Dionex, at no charge.

### **Software Enhancement**

Dionex will make available, upon release, Dionex software updates to covered automation packages. Dionex will also provide instruction and assistance in the installation of the software enhancement.



# Service Agreement

## Terms of Agreement

**Equipment Availability:** Customer agrees to make the instrument(s) covered under this agreement available for servicing at the time of each scheduled or emergency service call. Dionex will contact customer and arrange in advance a mutually agreeable time for scheduled service calls.

**Excluded Services:** Dionex shall not be obligated to provide services under this agreement for (a) damage to or destruction of instrument(s) covered where such damage or destruction is (i) a result of or caused 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, earthquake, or (ii) caused by Customer's misuse or abuse of such instrument(s); (b) moving or reinstallation of such instrument(s); (c) decontamination due to spillage; (d) interpretation of data; (e) installation of unauthorized Dionex field modifications.

**Charges for Excluded Services:** Dionex shall charge for and customer agrees to pay (at the then current and applicable rates) for all non-covered services furnished hereunder provided that customer is made aware of such services before they are performed.

**Warranty and Waiver:** Dionex warrants that the services to be performed hereunder will be done in a workmanship like manner. Defects in materials and services provided by Dionex and covered under this agreement shall be repaired or replaced at the sole discretion of Dionex, at no charge to the customer.

**Worker's Compensation:** Dionex agrees to maintain Worker's Compensation insurance as may be required by law covering its employees who perform the services.

**Excusable Delays:** If the performance of this agreement or any obligation in it, except the making of payments, is prevented, restricted, or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure parts, supplies, or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any other act or condition beyond the reasonable control of the parties, the party so effected, upon giving prompt notice to the other party, shall be excluded from such performance to the extent of such prevention, restriction, or interference, provided, however, that the party so effected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall continue performance with dispatch whenever such causes are removed.

**Governing Law:** This agreement is entered into and shall be governed and construed by the domestic laws of the State of California.

**Cancellation:** Either party (Customer or Dionex) may cancel this agreement upon written notification. The cancellation will take effect 30 days after receipt of such written notification.

**Complete Agreement:** Customer agrees that there are no taking, agreements, or representations, expressed or implied, not specified in this agreement.



# DIONEX

## *Committed to Customer Satisfaction*

For more information, contact your nearest Dionex office or call 1-800 Dionex-0 (1-800-346-6390).

**Dionex Corporation**  
1228 Titan Way  
P.O. Box 3603  
Sunnyvale, CA  
94088-3603  
(408) 737-0700

**Dionex Corporation**  
Salt Lake City Technical Center  
1515 West 2200 South, Suite A  
Salt Lake City, UT  
84119-1484  
(801) 972-9292

**Dionex U.S. Regional Offices**  
Sunnyvale, CA (408) 737-8522  
Westmont, IL (630) 789-3660  
Houston, TX (281) 847-5652  
Allanta, GA (770) 432-8100  
Marlton, NJ (856) 596-0600

**Dionex International Subsidiaries**  
Austria (01) 616 51 25 Belgium (32) 3-353 52 94 Canada (905) 844-9650 China (852) 2428 3282 Denmark (45) 36 36 90 90 France 01 39 30 01 10  
Germany 06126-991-0 Italy (06) 66 51 50 52 Japan (06) 6885-1213 The Netherlands (0161) 43 43 03 Switzerland (062) 205 99 66  
United Kingdom (01276) 691722  
\* Designed, developed, and manufactured under an NSF registered ISO 9001 Quality System.