



## MASTER AGREEMENT MA2024001 AMENDMENT 1

### Laboratory Equipment and Supplies

#### PARTIES

State of Idaho Division of Purchasing "DOP"  
In conjunction with NASPO ValuePoint and

Fisher Scientific Company L.L.C. "Contractor"

#### AGREEMENT

1. **AMENDMENT.** This Contract Amendment No. 1 and the provisions hereof are hereby attached to and made part of the certain State of Idaho Contract for Idaho Division of Purchasing, MA2024001, Laboratory Equipment and Supplies. All terms, conditions, and prices contained in the Contract shall remain in full force and effect, except as expressly modified herein.
  - a. Section X Warranty, 10.2 Warranty is changed to read "The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects."
  - b. Section XIV General Previsions, 14.2.3 Injunctive Relief is changed to read in part "Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages."
  - c. Footer Page 1 of 17, is changed to read "Page 1 of 17 Master Agreement".

Fisher Scientific Company L.L.C.

State of Idaho Division of Purchasing

A handwritten signature in black ink, appearing to read "Jill Jones".

Electronically signed by: Jill Jones  
Reason: Approver of the Non-  
GxP document  
Date: Apr 4, 2024 16:50 EDT

Jill Jones, Vice President Sales, Academic  
and Government Markets

04-Apr-2024

Date

\_\_\_\_\_  
Bob Morlan, Purchasing Supervisor

\_\_\_\_\_  
Date