SHOW-ME SHOP/SCIQUEST PURCHASING AGREEMENT

FOR

A PUNCH OUT SCIQUEST ENVIRONMENT

BETWEEN

UNIVERSITY OF MISSOURI SYSTEM

PROCUREMENT SERVICES
1105 CARRIE FRANCKE DRIVE
COLUMBIA MO 65211

AND

SIGMA-ALDRICH, INC

FOR
LAB RESEARCH AND OTHER RELATED PRODUCTS
AT
UNIVERSITY OF MISSOURI SYSTEM
CAMPUSES AND RESEARCH LOCATIONS

This Contract, entered into by and between the University of Missouri System hereinafter called "The University," or "University of Missouri" or "The System"), a non-profit, tax-exempt organization existing under the laws of the State of Missouri, and Sigma-Aldrich, Inc , (hereinafter also referred to as the "Vendor"), a lab research and related products provider.

STATEMENT OF WORK

The Vendor shall provide the resources necessary to provide lab research and related products —to The University via its' SciQuest e-procurement portal Show-Me Shop as required by the various departments at The University. As part of this agreement, the Vendor shall perform the following tasks:

Acquire or have available, maintain and operate data automation equipment and resources necessary to participate in SciQuest/Show-Me Shop by providing punch out catalog product and pricing content via SciQuest in accordance with SciQuest requirements" in effect at that time. The pages punched out to must indicate they are a University of Missouri SciQuest page and be easily navigable and easily left for return to the University of Missouri purchasing application.   Current availability of products shall be indicated on referenced pages or at some point before returning to the University purchasing application.

Personnel Requirements

Provide qualified personnel to perform the following administrative and technical roles:

An Account Manager who will oversee University of Missouri's account and be the primary interface to University of Missouri's Contracting Manager. As part of this effort, Account Manager shall:

Coordinate with appropriate ecommerce and pricing teams the management of web page product and pricing content for access via SciQuest, and assure it is in accordance with agreed upon pricing. Items or prices which have been approved but contain an error can and shall be corrected without impact on other approved items/prices.

Communicate recommendations for content additions, changes and deletions, and price changes. All change requests shall be submitted via e-mail to David Silvey, Commodity Specialist.

Notify University Commodity Specialist of any changes in the primary personnel. Advance notice of personnel changes should be provided to the fullest extent possible.

Review and discuss on a quarterly and re-occurring basis University of Missouri usage and product availability and recommend additions, deletions, and revisions to product and pricing content.

Monitor and make recommendations regarding new product releases dates, discontinued products, etc. and ensure that any price changes are in accordance with this agreement in regards to percentage discount from Sigma-Aldrich's, Inc list price. Additions of new products or product lines shall be at the sole discretion of the University of Missouri.

Handle inquiries and problems related to the supplies/goods/services stipulated in this Contract and report to appropriate University contacts, in writing or via email, the results of said inquiries.

Correct price related problems, within ten (10) calendar days of written notification by University of Missouri, related to items provided by this Contract. Problems of a more urgent nature will require more expedient resolution and will be discussed by the Account Manager and David Silvey, Commodity Specialist

Assure that Vendor communicates as required through the appropriate University of Missouri's A/P process to ensure prompt payment.

- Sigma-Aldrich shall pay freight for returned products

Beginning approximately June 1, 2008, the vast majority or orders shall be paid immediately using a unique credit card number provided by the University. This immediate payment shall be reflected in final amount billed and shall allow the fullest utilization of all available prompt payment discounts. Should product be found to be defective, out-dated or otherwise unusable after payment is made, the vendor shall agree to replace said product at no additional charge, arrange for pick up of said unusable goods or shall refund payment in full in the manner specified at that time by the University. The payment system referenced shall be ExactTrac by JPMorgan Chase bank and the University and vendor shall work together to ensure proper functionality. Until the time ExactTrac is implemented, invoicing shall be by paper copy to the appropriate campus Accounts Payable location and shall be paid on Net 30 terms.

All items will ship FOB origin, freight prepaid and added to the invoice. However, it shall be the responsibility of Sigma-Aldrich to handle all freight claims, carrier issues, and to immediately replace any goods which are lost or damaged during transit without re-charging or re-invoicing the University for said replacement goods.

Vendor will establish a Flat Freight Charge Program with the University of Missouri for standard delivery based on a per order value to all sites. Hazardous materials, packaging, or handling fees will be reduced by 50% under the Flat Freight Charge Program. FOB origin, your share of the freight will be prepaid and added to your invoice. Sigma-Aldrich will determine the carrier of preference for all shipments made under this Flat Freight Charge Program. Bulk orders are not included in this Flat Freight Charge Program.

Vendor will provide premium, next day delivery service for the University of Missouri, the additional cost is indicated below.

Vendor will provide truck shipments for the University of Missouri, the additional cost is indicated below.

Order Value	Freight Charge
> $ 300.00	$ 3.00
Less than 300.00	$ 23.00

Additional Charges	
Overnight	$ 10.00
Truck	$ 30.00

Sigma-Aldrich reserves the right, at its sole discretion, to modify or alter, at any time, shipping and freight terms, including but not limited to, adding fuel surcharges or flat fee modifications, depending on market conditions.

New Lab start ups shall qualify for additional special discounts provided in the New Lab Start Up program in effect at the time for a 60 day period.

Special price quotes shall be supported by the Sigma SciQuest web site so special prices given for bulk orders or other special pricing may be access via the SciQuest punch out.

PRICE AND PAYMENT

All terms, prices, and services to be as per this document and related mutually agreed upon documents, the whole

of which shall represent a "contract agreement" between Sigma-Aldrich, Inc and the University of Missouri

System. Sigma-Aldrich will provide special pricing for selected Sigma-Aldrich product categories.

(Attachment A) All discounts will be off the current list price at the time of order.

B) Discount factors shall remain firm for each annual period with changes allowed on Oct 1st of each year.

This agreement does not guarantee specific usage or minimum usage via SciQuest or other order method. The individual Division/Department using SciQuest or other order methods will determine the yearly dollar amount of expenditures they choose to make with Sigma-Aldrich, Inc.

Discounts shall be fixed for one year and may be adjusted annually at the Contract anniversary date in accordance with mutually agreed upon discount change terms. This shall exclude "hotlist" pricing, if it exists, which may be adjusted as-needed and as mutually agreed to by Sigma-Aldrich, Inc and David Silvey, Commodity Specialist. Contract anniversary date shall be determined to be January 1st of any given year. Vendor shall provide an updated version of the prices to SciQuest no later than 10 business days prior to their effective date. The updated pricing shall be submitted in the format required at that time by SciQuest.

In the event that Vendor offers any University of Missouri customer better pricing or terms other than those set forth in this document and related contract documents, that pricing shall immediately be included in Vendor's price file via updating the web price file, and this contract shall be amended to include those terms and pricing. This shall not apply to bulk orders, close-out offers or "new lab start ups". The above requirements may be waived by David Silvey, Commodity Specialist on a case by case basis.

For billing purposes, all invoices must include at a minimum the following information:

- University of Missouri purchase order number
- Invoiced item detail including quantity and price as per vendors' standard unit of measure.
- Vendor's order number or reference/tracking number, if applicable
- Ship to address and University requestor name
- Order date when requested.

Invoices in duplicate shall be submitted on Vendor's billing form to the appropriate designated campus address: There shall be four (4) accounts payable mailing locations. One on each campus. Invoices shall be delivered to the address on the campus from which the order originated.

Payment terms shall be Net 30.

Items delivered shall be invoiced at the prices indicated on Vendor's Show-Me Shop SciQuest web page at the time the order was placed.

Items located in the University of Missouri SciQuest "punch out" pages shall be limited to items with contract prices of $5,000 or less. Items or equipment with a per-item value of over $5,000 shall be removed and orders for said items shall be via -Procurement Services Purchase Order's issued by local campus Procurement Services staff.

TERM/TERMINATION

This Agreement shall begin on the date executed by both parties and shall end 1 year from that date unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for subsequent twelve (12) month periods provided an annual growth rate of 10% over the prior years sales is maintained. Sigma-Aldrich requires fifteen (15) days from the date of signing to implement the terms of this agreement. The University of Missouri does not guarantee any expenditures or purchases what-so-ever.

Either party may terminate this agreement upon thirty (30) days written notice to the other party with or without cause.

NOTICES

All notices or other communications given pursuant to or under the terms of this Contract shall be made by first class mail or email and shall be deemed effective on the date of acknowledgement by the appropriate University contact. Such notices shall be given to the respective parties at the following addresses, until such addresses notices are changed by written or email notification:

> University of Missouri
> David Silvey, Commodity Specialist
> Procurement Services,
> 1105 Carrie Francke Drive
> Columbia Mo 65211
> 573-884-1431
> silveyd@umsystem.edu

In the event of conflicting conditions, the following order of precedence shall apply:

This SciQuest/Show-Me Shop agreement and related contract documents.

Punch Out Technical document agreed to by Sigma-Aldrich, Inc, the University and SciQuest that results from the technical phone call with SciQuest/Sigma/David Silvey.

Additional Requirements and Conditions:

Quarters are defined as Jan-March, April-June, July-Sept and Oct-Dec of any given year.

Items offered via SciQuest may be amended upon mutual agreement.

Formal Purchase Order's delivered by the University of Missouri System to Sigma-Aldrich, Inc via SciQuest in cXML, fax or email format will not contain a true signature. The University of Missouri System gives express authority to process those Purchase Order documents without signature. This in no way gives or suggests any implied authority to process any alternate purchasing document, Purchase Order, contract document, or any other similar document or purchasing request that does not contain an appropriate authorized signature.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

University of Missouri

By_____

William M. Cooper, C.P.M.
Management Services
Associate Vice President &
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a-Aldrich, Inc180curemVice4.00.0007 Tw.0