



Quotation : E1157428
August 4, 2014

Invitrogen and Applied Biosystems
are now by Life Technologies

Life Technologies Limited
3 Fountain Drive
Inchinnan Business Park
Paisley
PA4 9RF
United Kingdom
Fax No.: 00440141 814 6260
To Order: 00440141 814 6100
Email: ukorders@lifetech.com
www.lifetechnologies.com

To ensure you receive your discount pricing, please clearly reference
your quotation number on your purchase order.

CNR MILANO
IST NEUROSCIENZE
LAB CARLO SALA
VIA VANVITELLI 32

20129 MILANO
Italy

Quotation Number : E1157428
Valid from : 24/07/2014
Valid to : 31/12/2014

We are pleased to quote on your requirement as follows:

Line No	Catalogue number	Description	Min Qty	List Price per Unit	Discount %	Net Price per unit	Additional Charge	Extended Price
1	A1517001	ESSENTIAL 8 MEDIUM	10	€205.00	10.0	€184.50		€1,845.00
2	A1517001	ESSENTIAL 8 MEDIUM	50	€205.00	30.0	€143.50		€7,175.00
3	A1516401	ESSENTIAL 6 MEDIUM	5	€181.00	10.0	€162.90		€814.50
4	A1647801	PSC NEURAL INDUCTION MEDIUM	5	€329.00	12.0	€289.52		€1,447.60
5	A1569601	GELTRES HESC QUAL READY TO USE	5	€60.92	10.0	€54.83	D	€274.14
6	A1569601	GELTRES HESC QUAL READY TO USE	10	€60.92	18.0	€49.95	D	€499.54
7	A24439SA	PSC CRYOPRESERVATION KIT	1	€135.32	15.0	€115.02		€115.02
8	A24422SA	GROWTH SUPPLEMENT 100X	1	€76.48	15.0	€65.01	D	€65.01
9	A24354	NSC ICC KIT	1	€605.00	10.0	€544.50	D	€544.50
10	A14700	RHVTN-N (RUO)	1	€39.00	7.0	€36.27	D	€36.27
11	A16518	CYTOTUNE 2.0 SENDAI KIT 3 PK	1	€4,632.00	5.0	€4,400.40		€4,400.40
12	17502048	N2 SUPPLEMENT	1	€91.25	10.0	€82.12	D	€82.12
13	21103049	NEUROBASAL MED SFM	1	€47.70	10.0	€42.93		€42.93
14	15070063	PENICILLIN STREPTOMYCIN SOL	1	€22.53	10.0	€20.28	D	€20.28

Line No	Catalogue number	Description	Min Qty	List Price per Unit	Discount %	Net Price per unit	Additional Charge	Extended Price
15	11668019	LIPOFECTAMINE REAGENT	2000 1	€753.46	10.0	€678.11	D	€678.11
16	11668019	LIPOFECTAMINE REAGENT	2000 2	€753.46	20.0	€602.77	D	€1,205.54
17	11668027	LIPOFECTAMINE REAGENT	2000 1	€429.25	10.0	€386.32	D	€386.32
18	11668027	LIPOFECTAMINE REAGENT	2000 2	€429.25	20.0	€343.40	D	€686.80
19	S33102	SYBR SAFE DNA GEL STAIN	1	€76.80	10.0	€69.12		€69.12
20	12532016	PLATINUM SUPERMIX HIGH FI PCR	1	€388.11	10.0	€349.30	D	€349.30
21	A1110501	STEMPRO ACCUTASE	1	€40.50	5.0	€38.48	D	€38.48
22	31330038	DMEM:F12(1:1) W/HEPES (CE)	5	€23.79	15.0	€20.22		€101.11
23	41966029	D-MEM (HG) W/NA PYR (CE)	4	€17.33	20.0	€13.86		€55.46
24	11880036	DMEM W/O PR W/O L-GLUT	1	€125.00	20.0	€100.00		€100.00
25	10829018	KNOCKOUT(TM) D-MEM	1	€22.31	10.0	€20.08		€20.08
26	16000044	FBS, CERT, USA ORIGIN	1	€460.00	0.0	€460.00	D	€460.00
27	10270106	FBS SOUTH AMERICAN (CE)	1	€151.00	0.0	€151.00		€151.00
28	10828028	KNOCKOUT(TM) SR	1	€271.00	10.0	€243.90	D	€243.90
29	17504044	B 27 SUPPLEMENT	1	€81.00	5.0	€76.95	D	€76.95
30	12587010	B-27 SUPPLEMENT W/O VIT A (50X)	1	€83.00	5.0	€78.85	D	€78.85
31	15090046	TRYPSIN, 2.5%, 10X	1	€21.63	10.0	€19.47	D	€19.47
32	14180046	HBSS,W/O CA AND MG (10X) (CE)	1	€43.60	10.0	€39.24		€39.24
33	35050038	GLUTAMAX 1 (100X) (CE)	1	€75.50	15.0	€64.18		€64.18
34	25030081	L GLUTAMINE, 100X	1	€25.10	0.0	€25.10	D	€25.10
35	15750060	GENTAMICIN	1	€48.70	3.0	€47.24		€47.24
36	11811031	GENETICIN	3	€321.00	20.0	€256.80		€770.40

Additional Terms & Conditions

. I prezzi indicati nella presente offerta sono stati formulati in accordo con il DL 95/2012 e il DL 66/2014

Contributi spese gestione ordine: Ordini inferiori a € 1.000,00
contributo spese di € 39,00 + IVA/ordine
Prodotti pericolosi/Hazardous
(contrassegnati in offerta con lettera H) contributo fisso € 39,00 + IVA/ordine

Imballo: Compreso, eccetto che per i prodotti
spediti in contenitore termico con ghiaccio umido/secco
(contrassegnati in offerta con lettera D) contributo spese di € 39,00 + IVA/ordine
ATTENZIONE: IN CASO DI CODICI
PER KIT / COMBO, LA PRESENZA DI COMPONENTI CHE VIAGGIANO A
TEMPERATURA CONTROLLATA
E/O HAZARDOUS GENERANO L'APPLICAZIONE DEL SOVRAPPREZZO
PER GHIACCIO/HAZARDOUS
ANCHE SE NON ESPRESSAMENTE
CITATO IN OFFERTA

Pagamento: rimessa diretta 90 gg data fattura,
salvo quanto pattuito in sede di trattativa

Banca d'appoggio: BANK OF AMERICA - Corso
Matteotti 10 - 20121 Milano
IBAN
IT10J0338001600000012869025
C/C intestato a Life Technologies
Italia Filiale della Life Technologies Europe B.V.

Minimo d'ordine: Nessuno

Termine di consegna: 8/10 gg dalla data di ricevimento
ordine, salvo mancata disponibilità

Spese di spedizione primers in tubo: Costo fisso aggiuntivo di € 10,00 + IVA/ordine

Spese di spedizione primers su piastra: Costo fisso aggiuntivo di € 56,50 + IVA/ordine

IVA Importo IVA esclusa, a Vostro carico
nella misura di legge

Potete consultare direttamente i prezzi a Voi riservati consultando il "Quick order Tool" sul nostro sito www.lifetechnologies.com entrando nella sezione "Products & Services", dopo esservi registrati

E' inoltre possibile effettuare gli ordini direttamente on line in modo molto semplice. Basta accedere al nostro sito www.lifetechnologies.com seguendo le stesse indicazioni per la consultazione dei prezzi ma aggiungendo gli articoli selezionati cliccando su "Manual Entry" e alla fine della lista "Add to Chart".

Life Technologies è importatore e distributore esclusivo sul territorio nazionale dei propri marchi: GIBCO (Colture Cellulari), INVITROGEN (Biologia Molecolare e Cellulare), NOVEX (Elettroforesi), MOLECULAR PROBES, QUANTUM DOT, CASCADE, AMBION, CALTAG. E' inoltre importatore e distributore non esclusivo dei propri marchi DYNAL, ZYMED.

La presente offerta annulla tutte le precedenti e non è cumulabile ad altre già emesse.

Life Technologies Italia fil. Life Technologies Europe BV si riserva di modificare le suddette condizioni di vendita dandone tempestiva comunicazione alla Clientela.

Per qualsiasi ulteriore informazione in merito alla presente offerta Vi preghiamo di contattare il Customer Service al n. 039-8389482.

Additional Terms & Conditions

Life Technologies Italia fil. Life Technologies Europe B.V. CF e PI
12792100153

Claudio Bencivenga
Sales Representative
For and on Behalf of Life Technologies

The following customers are eligible to use this quotation:

Billing Number

10306317

Shipping Number

69533576

Billing Name

CNR MILANO

Life Technologies – general conditions of sale

Welcome to Life Technologies, and thank you for your interest in buying our products. As a valued customer, our goal is to make your experience as smooth as possible. If you have any questions about our quotation or our ordering process, please call Customer Services. You can find the phone number for your region at www.lifetechnologies.com.

1. Contract conditions

1.1 These are the contract terms (**terms**) under which we sell our products and provide services to you. Some of our products or services are covered by software licenses, limited use label licenses or other written contract conditions that you will not find here (**supplementary terms**). You can find **supplementary terms** in our quotation to you, on our website, and in literature which comes with the product or service. You may also receive copies from Customer Services. These **terms**, together with our quotation (if any) and **supplementary terms** (if any), create the contract (**contract**) between us for buying and selling products or services. A **contract** is created when we accept your order, either by sending a written confirmation or by providing what you have ordered. The **contract** is between you and the Life company that appears on our quotation, order confirmation or dispatch note. If any conditions within the **contract** documents conflict with each other, we will give them the following priority – the quotation, **supplementary terms**, and finally these **terms**.

2. Delivery, ownership and ordering

2.1 We will try to meet the delivery dates for your order, if we have the goods available, and depending on any lead times which may apply. Any time or date of delivery is an estimate only and time shall not be of the essence (this means that time is not an essential term under this **contract**).

2.2 Sometimes we deliver orders in instalments. If we do, we may send you a separate invoice for each delivery. Once you have placed your order, you cannot cancel it. If delaying the date of delivery would be helpful, please contact Customer Services to see if we can reschedule your delivery.

2.3 All our products are sold FCA (Incoterms 2010). We consider products as delivered when we load them onto the commercial carrier at our facility. At this point you become responsible for risk of loss and damage. If any product is lost or damaged while it is being transported, we will try to help you deal with the issue with the carrier. You will legally own the products (except for software, where we keep legal ownership) once we receive full payment.

3. Inspection

3.1 We want you to receive the products in good condition. You can return products that are damaged or defective when they are delivered, or correct any shortages, if you contact our Customer Services within five days of receiving the products. When you contact Customer Services, we will give you instructions on returning the products and on replacements. If you do not contact us within this five-day period, we will consider you as having accepted the products but you will not lose any rights you may have under warranty.

3.2 If we provide custom-made products in line with instructions, specifications or directions from you, you can only return those products if they do not meet the instructions, specifications or directions you gave. If this is the case we will decide whether to replace the custom-made product or refund the price you paid.

4. Price

The price for products and services is shown in our quotation to you. If we do not give you a quotation, the price will be the list price which applies to your country on the date we receive your order. Our prices, quoted or invoiced, do not include any taxes (including VAT), charges and government fees that may apply to your order. If they apply, it will be your responsibility to pay any taxes or fees, and we will add them to your invoice. You are also responsible for standard delivery and handling charges, if any. We will also add these charges to your invoice. For full details of our standard freight policy, please call Customer Services.

5. Payment

5.1 You must pay invoices within 30 days from the invoice date, in the currency shown in our invoice. Each order is a separate transaction, and you may not take payments for one order from the amount due for another.

5.2 If you are late in making payment, without affecting our other rights we may:

- suspend delivery or cancel the **contract**;
- reject your future orders; and
- charge you a late-payment charge at the rate of 1% a month (12% a year) or the maximum amount allowed by law, in which case you must pay this late charge when we demand.

5.3 If we have to appoint a collection agency to recover any unpaid amounts from you, we can recover all reasonable costs of collection, including all associated reasonable legal fees.

6. Using the products and restrictions

6.1 Unless we say otherwise in the **supplementary terms**, all products are for research use only, and not for use in diagnostic or therapeutic procedures. You must use our products in line with our instructions.

6.2 Unless we say otherwise in **supplementary terms**, we do not submit our products for regulatory review by any government or other organisation, and we do not validate them for clinical, diagnostic or therapeutic use, for safety and effectiveness, or for any other specific use or application. You are responsible for making sure that the way you use our products is in line with all laws which may apply as well as all regulations and government policies. You must get all related and necessary approvals and permissions you may need. And, you need to make sure the products are suitable for your particular use.

7. Installing instruments and services relating to them

7.1 When you buy an instrument, we can install it and provide training, maintenance, repairs and any other services that we agree on with you. For full details of our instrument service plans and other terms and conditions which apply, please contact Customer Services.

7.2 If we install or service an instrument at your premises, it is your responsibility to make sure that the workplace where the instrument is to be located, or is located, is safe. It is your responsibility to move the instrument (uncrated) to a tabletop to avoid any extra manual handling. We do not usually install or service an instrument in biosafety level-3 laboratories, unless we agree otherwise with you in writing beforehand. We do not install or service instruments in biosafety level-4 laboratories.

8. Limited warranties

8.1. Warranties for consumables

Unless a different written warranty is included with the product literature, or is covered under a statutory warranty period in your country, we will make sure that each consumable will meet its description in our published catalogues and its associated **supplementary terms**. This warranty lasts from the time we deliver the consumable until either the expiry or 'use by' date or its specified number of uses. If we do not give an expiry date or number of uses, the warranty will last for 12 months from the date we deliver the product.

8.2 Warranties for instruments

Unless a different written warranty is included with the product literature, or is covered under a statutory warranty period in your country, we will make sure that the instruments, other than software, will be free of defects in materials and workmanship and will perform according to our published specifications at the time of delivery and for 12 months after they are installed. This warranty will not last longer than 15 months from the date of shipment. We will make sure that spare parts you buy from us or which we install, or are installed by a company we have certified as an authorised installer, will be free of defects in materials and workmanship for three months from the date we deliver them. If longer, the original warranty period of the instrument in which the part is installed will apply. We do not guarantee parts that you do not buy from us. Parts we do not install are sold 'as is'.

8.3 Warranty for instrument-related services

Unless a different written warranty is included with the product literature, or is covered under a statutory warranty period in your country, we will make sure that our services will be carried out at least in line with the customary standard of care for the relevant installation, repair or maintenance industry.

8.4 Exclusions

Our warranties do not apply to defects or failures caused by:

- external sources such as short circuits or incorrect voltages;
- normal wear and tear;
- instruments sold to you as a 'used' product;
- contact with improperly used or unapproved chemicals or samples;
- parts that are excluded from warranty in the instrument's **supplementary terms**;
- repair, modification, alteration or installation by anyone other than us or an authorized person;
- removing, using or maintaining our products in an improper, inadequate or unapproved way, such as failure to follow our instructions or operating guidelines, operating the instruments against the guidelines relating to the environment or use, or operating them with unapproved software, materials or other products;
- the manufacture if it is in line with specifications you gave us;

- installing software or interfacing, or using the instrument with software or products we have not approved; or
- neglect or accident caused by you.

8.5 Claiming under a warranty

If a product does not meet our warranty, you must let Customer Services know in writing as soon as reasonably possible after you discover the failure during the warranty period. If your claim in relation to a product is valid, we will decide whether to replace or repair the product, or refund the price you paid, after you return the product to us in line with the instructions you receive from Customer Services. For valid service claims, we will decide whether we carry out the services again or refund you the price you paid for the service. If you want to make a claim that we have broken our service warranty, you must do so within 90 days after we complete the service. As far as we are allowed by law, our only responsibility, and your only remedy, is for us to either carry out the services again, or refund you the price you paid for the services. We will decide which we will do.

8.6 Limits

These warranties apply only to you, and you cannot transfer them. For any claim for breaking a warranty, we will not pay more than the price you paid for the product or service. These warranties are exclusive. We make no other guarantees or warranties for products or services. This includes any implied warranties of whether the product is suitable for sale or fit for a particular purpose, or warranties related to non-infringement of any other person's intellectual property rights, or to do with any results you get from using the product or service whether arising from any legislation or which arise from performance, dealing or use, all of which we specifically disclaim.

9. Third-party products

We do not support or make any warranties about products you have bought through one of our sales channels if they have not been made by us. If you buy this type of product, we will let you know that this purchase is governed by another company's contract terms. You must contact the third-party manufacturer direct for product support, warranties and to make a warranty claim.

10. Custom-made products

10.1 When you ask us to provide a custom-made product (for example, an oligonucleotide kit intended to detect a nucleic acid sequence specified by you), we may refuse to design or make the product, at any stage of the design or manufacturing process, if it is unsuitable or commercially impractical. If this is the case, we will tell you as soon as we can and you will not have to pay us any expenses that have arisen in connection with the product.

10.2 When you place an order for a custom-made product, you confirm and agree that:

- you have given us all the information you have about any biological, radiological and chemical risks relating to handling, transporting, being exposed to or using any materials you supply to us; and
- you have the right to ask us to produce the product.

11. Intellectual property

11.1 You acknowledge that we own or license all intellectual property rights relating to our products and services. Unless any **supplementary terms** that apply state otherwise, the following will apply.

- By selling products to you, we are granting you a limited, non-transferable right, under our or our licensors' intellectual property rights, to use the quantity of the products that you have bought from us only for your internal research purposes. When we sell products to you, this does not give you the right to resell our products or any of their parts, whether express, implied, or otherwise.
- You do not have any rights to use our products for any commercial purposes including, but not limited to, manufacturing, quality control or commercial services such as reporting the results of your activities for a fee or other benefit. If you need rights to use our products for commercial purposes (including the right to provide services you charge a fee for), please contact our outlicensing departments at outlicensing@lifetech.com. If your proposed use of our product is outside the scope of the **contract**, you must get any extra intellectual property rights needed for that use (**additional rights**). This does not affect our ability to enforce our intellectual property rights.

11.2 Any inventions (whether or not they can be patented), discoveries, improvements, information, know-how or other results that are conceived, developed, discovered, put into practice, or generated by or for us, or jointly by you and us, in designing or manufacturing a custom-made product will be our intellectual property. You will transfer all of your rights to and interest in any joint intellectual property to us. You will also help us (at our expense), when we ask you to, to secure and record our rights in this intellectual property.

11.3 You may not sell, rent, lease, loan, transfer or assign any instrument that contains or needs software unless you first permanently delete or uninstall the software. Licenses to our software products cannot be transferred.

12. Intellectual property indemnity

12.1 We will refund to you any damages awarded in a legal action for infringement brought by someone else against you if the action is based on a claim that by manufacturing and selling a product, we have infringed any patent, copyright, trademark or other intellectual property right of the person making the claim. This applies if we had actual knowledge of the intellectual property right and actual infringement at the time we delivered the product to you. This indemnity does not apply to claims arising from:

- you breaking the **contract** in any way;
- you not getting any **additional rights** you need;
- products that we made, assembled or labeled by relying on your instructions, specifications, or other directions;
- how you use the products or if you sell them on;
- modifications made by you or anybody else; or
- products which come from third parties.

This indemnity is our only liability to you, and the only course of action you can take if you make a claim under this clause. As a condition of this indemnity, you must:

- let us know, in writing, as soon as you become aware of any claim;
- not admit any liability or take any other action in connection with the claim that could affect our defence;
- allow us alone to control the defence or settlement of the claim; and
- give us reasonable information, co-operation and help.

12.2 If a third party makes a claim against us for infringement of its intellectual property rights based on:

- the products we make for you under your instructions, specifications or other directions;
- you breaking the **contract** in any way;
- you failing to get any **additional rights** you need;
- our use of materials you have provided to us;
- your modification to a product;
- how you use the products; or
- you selling the products on;

you will refund to us any claims, losses, damages, liabilities and expenses (including reasonable legal fees and other costs of defending or settling any action) that we may have to pay as a result of this claim.

12.3 Avoiding claims

We want to avoid claims of intellectual property infringement. If we believe a product may be subject to a claim for intellectual property infringement, you must allow us to either:

- secure for you the right to continue using the product;
- substitute the product with another suitable product with similar functionality; or
- tell you to return the product to us and we will refund to you the price you paid. In the case of instruments, we will take off a reasonable amount for the instrument's use, damage or because it is now out of date or out of use.

We will decide which of these three options we take.

13. Limits of liability

13.1 As far as we are allowed by law, we will not be legally responsible for any indirect, special, incidental, consequential or exemplary damages (however caused) or for lost profits, lost data, loss of business, loss of goodwill or loss of revenue (however caused) that you might suffer under this **contract**, or that may arise from or in connection with our products or services. This applies even if we had notice of the possibility of those damages. The most we will pay in connection with this **contract** (however any loss or damage (or both) has been caused) will be the amount you paid to us for the product or service you bought. This condition does not affect our legal responsibility for causing death or personal injury as a result of our negligence, fraud or fraudulent misrepresentation, or any other liability that we cannot exclude by law.

13.2 Our delivery dates and times are estimates only and we will not be responsible for any losses, expenses, claims or damages caused by a late delivery.

14. Export control

Products and information that you receive from us are governed by US, EU and local export-control laws and regulations. You may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise send any product or information (including products derived from or based on our products or information) to any destination, company or person prohibited under US, EU or local laws or regulations.

15. Entire contract

This **contract** represents the full agreement between you and us for the products and services we provide to you under it. It replaces any previous agreements between us (whether written or spoken). We reject any terms within your purchase order or similar documents.

16. Other terms

16.1 We will not be responsible or liable for failing to carry out this **contract** if that failure is due to circumstances beyond our reasonable control. In certain situations, we may use our reasonable judgment and divide products available for delivery fairly among our customers.

16.2 If we fail to enforce any rights under this **contract**, it does not mean that we will not do so in future. If any condition, or part, of these **terms** is found by any court to be invalid and cannot be enforced, it will not affect the remaining conditions. No person, other than you or us, will have any rights under these **terms** or any contract that these **terms** form a part of.

16.3 You agree to keep confidential any technical, commercial information (including prices) or instructions (including any gene sequences, oligo types or sequences) you receive from us as a result of discussions, negotiations and other communications between us relating to the products or services.

17. Governing law

This **contract** is governed by the laws of Scotland. Any disputes will be dealt with by the Scottish courts.