



Merck Chemicals Limited
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www.merck4biosciences.com

Nostro Rif. R-01600853.1
23/7/2013
Data di scadenza: 21/9/2013

IN-CNR
Dr. Giovanni Piccoli
Via Vanvitelli 32
20129 Milano
ITALY
+39 02-50317093

Gentile Dr. Piccoli,

A seguito degli accordi intercorsi abbiamo il piacere di trasmetterVi in allegato quotazione relativa ai prodotti di Vostro interesse.

Per qualsiasi ulteriore informazione Vi invitiamo a contattare il ns. Responsabile di Zona il Dr. Maurizio Sacchetti, al numero di cellulare sotto indicato oppure potete inoltrare una e-mail a:
serviziotecnico@merckgroup.com

Cogliamo l'occasione per porgerVi i nostri migliori saluti.

Maurizio Sacchetti
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Divisione Bioscience
+39 335 5832808
maurizio.sacchetti@merckgroup.com



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Offerta

Offerta valida solo per gli ordini fatti direttamente alla Merck Chemicals Ltd.

Codice	Descrizione	Q.tà	Prezzo Unitario (€)
1. 345789-20ML	FluorSave Reagent 20ML	1	81,00



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Per contattare il Servizio Tecnico Merck:

Telefono: 00800 1166 8811
Email: serviziotecnico@merckgroup.com

Per informazioni sui prezzi, disponibilità, consegne, ordini, fatture:

Tel.: 00800 1166 8811 Fax: 00800 1166 8822
Email: customer.service@merckgroup.com

www.merck4biosciences.com

Validità offerta:

21/9/2013

Specifiche:

- Formato – in accordo alle specifiche sul catalogo.
- Controlli di qualità – in accordo alle specifiche fa sul catalogo.

Informazione sull'ordine:

- La preghiamo inviare un fax al servizio di assistenza clienti tramite il numero gratuito 00800 1166 8822, inserendo il riferimento al numero d'offerta.
- Il tempo di attesa è condizionato dallo stato degli stock e alla data dell'ordine.
- Spese di consegna: 15 euro (+ 21 euro di supplemento per tutte le spedizioni in ghiaccio)
- Costi aggiuntivi: 50 euro (supplemento per invio merce pericolosa)
- I prezzi indicati si intendono al netto; per favore leggere l'informativa sui termini qui di seguito
- I pagamenti vanno effettuati entro 30 giorni dalla data di fatturazione.

Termini:

- La presente offerta può essere soggetta ad approvazione dei limiti di credito.
- Tutti gli ordini sono soggetti ai termini standard di vendita e sono registrati nei nostri inventari.
- I presenti prezzi non possono essere utilizzati in aggiunta con altri sconti.
- Tutti gli ordini devono essere effettuati per iscritto e non potranno essere cancellati ne ritrattati.
- Tutti i prodotti venduti hanno garanzia limitata nei termini e nelle condizioni fornite durante l'acquisto.
- Tutti i nostri prodotti sono destinati al solo uso della ricerca scientifica e non possono essere usati sull'uomo, come medicinale o a scopi diagnostici.
- I prodotti di Merck Chemicals Ltd. non possono essere rivenduti, modificati per essere rivenduti ne utilizzati per la produzione di altri prodotti commercializzabili senza l'approvazione di Merck Chemicals Ltd.

TERMS AND CONDITIONS OF SALE

Interpretation In these Conditions, save where the context requires otherwise:-

- 1.(a) "the Buyer" means the person with whom the Company is contracting;
"the Company" means Merck Chemicals Limited; "the Goods" means the goods sold or to be sold by the Company to the Buyer.
- (b) headings are for ease of reference only and shall not affect construction; and
- (c) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof

Conditions

- 2.(a) These Conditions shall apply to every sale made or agreed to be made by the Company. No order given by the Buyer shall constitute an agreement for sale until accepted by the Company on these Conditions whether by the Company's form of acknowledgment of the Buyer's order or by the despatch of the Goods in pursuance thereof. Any conditions submitted, proposed or stipulated by the Buyer in whatever form, whether written or oral, are expressly waived and excluded.
- (b) No change to these Conditions shall be binding unless agreed in writing by the Company.
- (c) No contract to which these Conditions apply shall be a sale by sample.

Cancellation

- 3.(a) The Buyer may not cancel the contract without the written consent of the Company, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Company against all loss, damage, claims or action arising out of such cancellation unless otherwise agreed in writing.
- (b) The Company reserves the right to make a cancellation charge if the Goods have been acquired by the Company specifically to fulfill the order.

Modification

- 4.(a) Following acceptance of an order the Company may make any modification or improvement to any of the Goods without notice to the Buyer.
- (b) An order which specifies goods "as previously supplied" shall not be a binding specification and the Goods will be supplied to the nearest current specification available.

Prices

- 5.(a) The price of the Goods is exclusive of any taxes (including without limitation value added tax) duties and other impositions, all of which shall be paid or borne by the Buyer.
- (b) The Company reserves the right by notice given whether orally or in writing at any time before delivery to vary the price of the Goods. The Company shall give the Buyer notice of such a price increase and shall not deliver the Goods affected if the Buyer shall cancel the undelivered balance of the contract by notice to the Company served within three days of receipt of the Company's notice hereunder.
- (c) The Company reserves the right either to make a separate charge for packaging and delivery or to apply a surcharge on a single order below a minimum order value.

Payment

- 6.(a) Payment shall be made in full within 30 days from the date of the invoice provided always that the Company reserves the right to request payment in advance of dispatching the Goods. Time for payment is of the essence of the contract.
- (b) If any sums become overdue, the Company may (without prejudice to any other right or remedy available to it) suspend all further deliveries until payment in full thereof has been made or cancel the contract as regards any Goods which remain to be delivered thereunder.
- (c) The Company may charge interest at 2 percent, per 28 days on any sum not paid on the due date. Such interest shall run from day to day and accrue after as well as before any judgment and shall from time to time be compounded monthly on the amount overdue until payment thereof.
- (d) The Buyer shall not be entitled to withhold payment on the grounds that it has a claim or set-off against the Company.

Delivery

- 7.(a) Unless otherwise agreed in writing all Goods shall be despatched by a suitable method of delivery determined by the Company. Where special delivery arrangements are required these must be agreed with the Company at the time the order is submitted. The time for delivery shall not be of the essence and any times quoted for delivery shall be treated as estimates only. The Company shall not be liable for any loss whether arising directly or indirectly from delay in delivery.
- (b) The Company shall be deemed to have delivered the Goods at the time of arrival of the carrier of the Goods at the Buyer's place of delivery.
- (c) After delivery the Goods shall be at the Buyer's sole risk in respect of all loss or damage arising from any cause whatsoever unless the Buyer shall notify the Company in writing:
- (i) within 3 days of delivery if there is any damage, discrepancy or shortage in the Goods delivered; or
- (ii) within 3 days of the date of the Company's invoice if there is a total loss or nonreceipt of the Goods, and shall comply with all requirements of the relevant postal service regarding damage, discrepancy, shortage or loss whereupon the Company's liability shall be limited to replacing the relevant Goods and the Company shall not be under any other liability whatsoever.
- (d) The Company may deliver the Goods by instalments and may invoice the Buyer for each such instalment.

Return of Unsuitable Goods

- 8.(a) The Company may at its sole discretion accept the return of unsuitable Goods from the Buyer on condition that the minimum value of such unsuitable Goods exceeds £250 provided always that notification of intention to return by the Buyer is made to the Company within 10 days of delivery of the Goods and that the Goods and packaging materials are in a re-saleable condition.
- (b) If the Goods have been opened, defaced or otherwise damaged in any way whatsoever, the Company reserves the right to refuse return or make a charge for putting the Goods back into a condition which is saleable unless the cause of the return was due to a manufacturer's error. The Company reserves the right to charge for freight and handling.
- (c) The Company reserves the right to make a re-stocking charge for returned Goods.

Claims

- 9.(a) To the extent permitted by law, all conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and the provisions of these Conditions shall apply in lieu thereof.
- (b) The Company shall not be liable for defective Goods unless the Buyer gives written notice to the Company within the period of time as specified by the Company from time to time or within 3 months of delivery (whichever is the shorter) specifying with reasonable detail any matter whereof it is alleged that the Goods are defective.

- (c) The Company's liability under Condition 9(b) shall be limited to replacing the defective Goods or (at the Company's option) issuing a credit note to the Buyer for a corresponding proportion of the price and the Company shall not be under any other liability thereunder whatsoever.

- (d) No claim will be met by the Company under Condition 9(b) if, in the opinion of the Company:-
- (i) the defect is not due solely to defective materials or manufacture; or
- (ii) the Goods have been misused or subjected to neglect or carelessness or involved in any accident or adulteration or dealt with contrary to any directions issued by the Company.

- (e) The warranty contained in this Condition is specifically limited to the Buyer and no warranty is made to any other person, whether subsequent Buyer or user, or to any bailees, licensees, assignees, employees, agent or otherwise.

- (f) The Company gives no warranty and makes no representation that any sale or use by the Buyer of the Goods will be free from infringement of any patent or other intellectual property right owned or controlled by any third party.

Property

- 10.(a) Notwithstanding delivery the property in the Goods will remain in the Company and subject to the following provisions of this Condition the Buyer will hold the Goods as bailee for the Company until payment in full of the price for the Goods and all other sums due from the Buyer to the Company on any account whatsoever (in this Condition referred to as "Payment").

- (b) If the Buyer (before Payment) sells the Goods to any third party it shall, as between the Buyer and such third party sell as principal but as between the Buyer and the Company, the Buyer shall sell as the fiduciary agent of the Company.

- (c) The Buyer shall hold the proceeds of any such sale separate and for the Company's account pending Payment or shall if the Company so requires authorise and direct such third party to pay to the Company all sums due to the Buyer in respect of the Goods so sold and assign to the Company the debt owed to the Buyer by such third party.

- (d) The Buyer shall keep the Goods in good condition, and separate and clearly identified as the property of the Company until Payment.

- (e) After delivery and until Payment the Buyer shall keep the Goods fully insured and if the Goods are lost or destroyed shall hold the proceeds of insurance for and to the order of the Company pending Payment.

- (f) The Company may at any time without notice recover possessions of Goods the property of the Company and the Buyer grants to the Company irrevocable licence to enter for that purpose any premises then occupied by the Buyer.

- (g) The Company shall be entitled to maintain an action for the price of the Goods, notwithstanding that the property in them has not passed to the Buyer.

Liability

- 11.(a) All descriptions, representations, specifications, samples, colours, illustrations and other particulars furnished or made orally by the Company or in catalogues, price lists or other documents issued by the Company are given for general information purposes only and the Buyer acknowledges that it is not entering into the contract in reliance upon any such description, representation, specification, sample or other particular.

- (b) Some Goods are intended primarily for laboratory research purposes as indicated in the Company's catalogue and other technical literature. Unless otherwise stated on product labels, in Company's catalogue or in other literature furnished to Buyer, these goods are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. The Buyer shall indemnify and keep indemnified the Company against all liabilities and claims which may be made against the Company by any third party arising from the use or sale of the Goods by the Buyer.

- (c) Except to the extent specifically provided for in these Conditions, the Company shall not be liable whether in contract, tort or otherwise for any loss, damage or injury however caused or arising from any defect in, failure in, or unsuitability for any purpose of, the Goods.

- (d) The Company shall not in any event be liable for any indirect or consequential loss whatever and however caused.

- (e) Nothing in these Conditions shall exclude or restrict any liability for death or personal injury resulting from the Company's negligence as that expression is defined in section 1 of the Unfair Contract Terms Act 1977.

Waiver

12. No failure or delay by the Company in exercising any right hereunder shall operate as a waiver thereof or extend to or affect any other or subsequent event or impair any rights or remedies consequent thereon or in any way modify or diminish the rights of the Company under these Conditions.

Assignment

13. The Buyer shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person.

Severance

14. If any Condition shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition all of which shall remain in full force and effect.

Notices

15. Any notice to be given under these Conditions may be delivered, or be sent by first class prepaid post addressed to the party to be served at the address for such party last known to the party giving the notice or may be transmitted by fax to the fax number of the party to be served last known to the party giving notice. Notices served by post shall be deemed served 48 hours after posting and notices served by fax shall be deemed served 24 hours after the recipient's fax machine shall have acknowledge receipt.

Force Majeure

16. Any contract to which these Conditions apply is subject to cancellation by the Company or to such variation as it may find necessary by reason of inability to secure labour, materials, transport or supplies or by reason of strike, lock-out, trade dispute, weather conditions, hostilities, legislation, Act of God or any cause whatsoever beyond the control of the Company.

Governing Law

17. These Conditions shall be governed by and construed in accordance with English law and the Buyer submits to the non-exclusive jurisdiction of the English Courts.