

QUOTE



Quote Number 11785
Customer ID C1876

Expiration Date 6/16/2022

INSCOPIX, INC.
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Ship To Istituto di Neuroscienze CNR – sede di Milano-
Università di Milano Bicocca
Ed.U28 III°piano - Via Raoul Follereau, 3 –
20854 Vedano al Lambro (MB)
ITALY

Note: Please do not fax purchase orders. Email all POs to orders@inscopix.com.

Bill To Istituto di Neuroscienze CNR – sede di Milano-
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Ed.U28 III°piano - Via Raoul Follereau, 3 –
20854 Vedano al Lambro (MB)
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Quantity	Product Code	Product	Description	List Price	Total Price
2.00	1050-004417	ProView™ Integrated Lens 0.5mm x 4.0mm	Set of 5 Baseplates with attached GRIN Lenses 0.5mm diameter, 4.0mm length	\$1,350.00	\$2,700.00
1.00		International Shipping & Handling	International Shipping	\$100.00	\$100.00

Grand Total \$2,800.00

Delivery terms: Items to be delivered within eight (8) weeks of receipt of Purchase Order.

Payment terms: Inscopix to submit invoice upon delivery of items. Due NET 30.

See next pages for full terms and conditions.

Quotation Prepared By

Created By Fabrizio Sitzia
Sales Rep Fabrizio Sitzia
Sales Rep Email fsitzia@inscopix.com
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Inscopix Terms and Conditions of Sale

Inscopix, Inc. Terms and Conditions of Sale

THESE TERMS AND CONDITIONS OF SALE (THESE "T&C") APPLY TO ALL QUOTATIONS, PURCHASE ORDERS, ACKNOWLEDGMENTS, INVOICES, AND OFFERS FOR PRODUCTS AND SERVICES (AS DEFINED BELOW) ISSUED BY AND ACCEPTED BY INSCOPIX, INC. ("IPX"). IPX'S ACCEPTANCE OF ANY BUYER ("BUYER") PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE T&C. IPX WILL NOT BE BOUND BY ANY TERMS OF BUYER'S PURCHASE ORDER THAT ARE INCONSISTENT WITH THE TERMS HEREIN. THESE TERMS MAY ONLY BE AMENDED BY A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IPX. NEITHER IPX'S COMMENCEMENT OF PERFORMANCE NOR DELIVERY WILL BE DEEMED OR CONSTRUED AS ACCEPTANCE OF BUYER'S ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS. IPX RESERVES THE RIGHT TO REJECT ANY ORDER TO OR TO CANCEL ANY ORDER PREVIOUSLY ACCEPTED IF IPX DETERMINES THAT THE BUYER IS IN BREACH OF ANY TERM OR CONDITION HEREIN.

1. General. These T&C govern the sale and license to Buyer of equipment, accessories, software, consumables, and any other products ("Products") and all related services ("Services") from IPX. Except as otherwise provided in these T&C, in the event of an inconsistency between these T&C and any other agreement signed by authorized representatives of both parties, the terms set forth in these T&C shall govern. **2. Order.** All orders for Products and related Services shall be made by written purchase order. All purchase orders will reference these T&C. No order shall be binding upon IPX until accepted by IPX in writing, and IPX shall have no liability to Buyer with respect to purchase orders that are not accepted. Buyer shall submit purchase orders to IPX in accordance with IPX's then current lead times. **3. Prices and Taxes.** (a) Unless otherwise stated in writing by IPX, all prices quoted expire thirty (30) days

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(b) Title to the goods will pass to Buyer upon IPX's tender of delivery of the goods to the carrier, and upon that delivery, Buyer will be responsible for and bear the entire risk of loss or damage to the goods. 5. **Shipment.** Shipment and delivery dates are estimates only, and in no event will IPX be liable for any delay in delivery or assume any liability in connection with shipment. Buyer shall be responsible and pay for any customs, duties, brokerage, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of Product. In the absence of specific shipping instructions, Products will be packed in IPX's standard shipping packages and shipped via carrier selected by IPX. Unless otherwise stated in writing by IPX, Buyer shall pay all freight, insurance, and other shipping expenses. 6. **Acceptance of Products.** Buyer shall accept or reject Products within five (5) days after receipt for failure to substantially conform to IPX's published specifications. If Buyer fails to notify IPX in writing of its rejection and reasons therefore within such period, Buyer will be conclusively deemed to have irrevocably accepted the Products, except as set forth in Section 9 below. 7. **Substitutions and Modifications.** IPX will have the right to make substitutions and modifications in the specifications of Products and Services sold by IPX, provided that such substitutions or modifications will not materially affect overall Product performance. 8. **Payment.** Buyer will be invoiced at the time of shipment of each Product. Buyer shall make payment in full within thirty (30) days of the date of the invoice. Late payments will incur a charge of interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowed by law, whichever is less. Further shipment of Products may be declined without advance notice if Buyer fails to make any payment when due, or if the financial condition of Buyer becomes unsatisfactory to IPX. IPX may elect to retain a security interest in all Products sold to Buyer to secure all of Buyer's obligations to IPX under these T&C, and Buyer will execute any documents necessary to create and perfect this interest. 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18. Work Product. For purposes of these T&C, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, data, work in progress, Service deliverables, inventions, products, computer programs, software, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived, generated or developed by Company alone or with others in connection with the performance of the Services. Products manufactured by Company and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Company. Buyer agrees to treat all Work Product as Company's Confidential Information as described above.

19. Compliance with Laws; Indemnification. Buyer shall comply with all applicable federal, state or local laws, rules, regulations in performing under these T&C and in storage and use of the Products. Buyer shall defend, indemnify, and hold harmless IPX and its officers, employees, agents and licensors from and against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) in connection with any third party claims, suits, or proceedings arising out of or relating to (i) Buyer's breach of any of these T&C, (ii) Buyer's use of the Products and Software in any manner or for any purpose other than as stated on the Product label, these T&C, or as set forth in IPX's written instructions.

20. Liability Limitation. IPX SHALL HAVE NO LIABILITY TO BUYER FOR ANY LOSS OF USE OR PROFITS, PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IPX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL IPX'S AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY BUYER TO IPX HEREUNDER.

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22. Force Majeure. IPX shall not be liable for any delay of delivery or other performance under these T&C if performance is rendered impracticable by the occurrence of any condition beyond its reasonable control. Events beyond IPX's reasonable controls shall include (without limitation) flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, war, computer or other equipment failure, unusually severe weather, earthquake or other act of God, strike, power loss. In the event of any such delay or failure in performance, IPX shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances and IPX shall have the right, to the extent necessary in its sole judgment, to apportion available Products fairly among its various customers.

23. Assignment. These T&C and Buyer's rights hereunder may not be transferred or assigned by Buyer EXPRESSLY, BY OPERATION OF LAW, OR OTHERWISE, without the prior written consent of IPX. Any TRANSFER OR ASSIGNMENT IN VIOLATION OF THIS SECTION IS null and void.

24. Healthcare Law Compliance. Buyer acknowledges and agrees that IPX may be required by applicable law and regulation ("Healthcare Laws") to disclose the existence of these T&C, the terms of these T&C including financial terms and the subject matter.

25. Governing Law and Jurisdiction. These T&C will be governed by and construed according to the laws of California, without regard to conflict of law provisions. The U.N. Convention on Contracts for the International Sale of Goods does not apply to these T&C. All disputes arising out of these T&C are subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and the parties hereby submit to the personal jurisdiction and venue of these courts. Buyer shall bring any action relating to these T&C within 1 year of the date the cause of action arose.

26. Severability and Waiver. In the event that any provision of these T&C or portion thereof is found to be illegal or unenforceable, these T&C will be construed without such unenforceable provision or portion. The waiver of any provision will not affect any other provision of these T&C.

27. Entire Agreement. THESE T&C CONSTITUTE THE ENTIRE AGREEMENT BETWEEN IPX AND BUYER AND SUPERSEDE ALL PREVIOUS NEGOTIATIONS, DISCUSSIONS AND UNDERSTANDINGS, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. These T&C may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of these T&C by its express terms. Buyer hereby acknowledges that it has not entered into these T&C in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. No modification of these T&C will be effective unless in a written instrument signed by both Buyer and Inscopix.