

QUOTE



Quote Number 13111
Customer ID C1876

Expiration Date 12/21/2022

INSKOPIX, 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-
Università di Milano Bicocca
Ed.U28 III°piano - Via Raoul Follereau, 3 –
20854 Vedano al Lambro (MB)
ITALY

Quantity	Product Code	Product	Description	List Price	Total Price
2.00	1050-004639	Baseplate Cover	Set of 5 baseplate covers	\$385.00	\$770.00
1.00		International Shipping & Handling	International Shipping	\$100.00	\$100.00

Grand Total \$870.00

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

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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 after the date of quotation. All quotations will be subject to these T&C. (b) Unless otherwise stated in writing by IPX, all prices quoted will be exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes, customs, duties, tariffs, brokerage, or charges hereafter claimed or imposed by any governmental authority upon the sale of Product. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Buyer and IPX, in addition to the prices quoted or invoiced.

If IPX is required to collect the foregoing, such amounts will appear as separate items on IPX's invoice and paid by Buyer within thirty (30) days unless Buyer provides IPX with a valid tax exemption certificate authorized by the appropriate taxing authority. 4. **Delivery.** (a) Delivery will be made F.C.A. IPX's place of shipment. (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. 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Product Improvements shall not include data generated using Products or discoveries derived therefrom (except as expressly set forth in (a) – (c) above). 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. 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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. 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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. 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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. 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