

# QUOTE



Quote Number 13372  
Customer ID C1876

Expiration Date 1/16/2023

INSCOPIX, INC.  
1212 Terra Bella Ave, Suite 200  
Mountain View, CA 94043 USA  
Tel: (650) 600-3886  
Email: sales@inscopix.com  
Web: www.inscopix.com

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 | \$404.25   | \$808.50    |
| 1.00     |              | International Shipping & Handling | International Shipping    | \$100.00   | \$100.00    |

Grand Total \$908.50

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](mailto: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 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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If Buyer has been charged fees by IPX for the Software, and has paid such fees in full, IPX warrants that the Software will perform substantially in accordance with the documentation accompanying the Software for a period of 90 days after receipt by Buyer, provided that IPX's entire liability and Buyer's exclusive remedy for breach of this warranty shall be, at IPX's option, either (i) repair or replacement of the Software that does not meet the warranty set forth herein or (ii) refund of the license fee paid by Customer. Such Software limited warranty shall be void if failure of the Software has resulted from any unusual physical or electrical stress, abuse, misuse, accident, alteration, neglect, modification, use under improper protocol or operating conditions, failure to provide suitable storage, unauthorized repair or installation, or use of the Product for a purpose or in a manner other than that for which they were designed by Buyer. 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If the product is within the warranty period, returned properly by the Buyer and Inscopix elects to repair it then Inscopix will use its best efforts to repair Buyer's product within 10 days of receipts. 10. **Software.** This Section 10 only applies in the event the applicable quotation, purchase order, acknowledgement, invoice, offer, or agreement setting forth the specific Products and Services explicitly sets forth that IPX will be providing Buyer with software owned by IPX ("Software"). 11. **General.** IPX hereby grants to Buyer a limited, non-exclusive, non-transferable license to use the Software and its related user documentation provided by IPX to Buyer only in object code form, in conjunction with the use of Products or data generated therefrom, and only in accordance with the written instructions provided by IPX for Buyer's internal research and development. 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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. 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. 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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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