



Rep. 372 / 2021 – Prot. 2481 di data 18/11/2021

Fascicolo X/4.1

**OGGETTO: Affidamento diretto ex art.36, comma 2, lett. a) del D. Lgs. 50/2016, per un importo pari ad Euro 1.430,10, a seguito di indagine di mercato per la fornitura di consumabili specifici, di cui all'Allegato 1.**

**Codice CIG: ZF933DE455**

**Codice CUP: J98D19000580002**

### IL DIRETTORE DI DIPARTIMENTO

**VISTO** il decreto legislativo 18 aprile 2016, n. 50 ed in particolare, il comma 2 dell'art.32, il quale prevede che, prima dell'avvio delle procedure di affidamento dei contratti pubblici, le stazioni appaltanti, in conformità ai propri ordinamenti, decretino o determinino di contrarre, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

**CONSIDERATO** che nella procedura di cui all'articolo 36, comma 2, lettera a) del D. Lgs. 50/2016, la stazione appaltante può procedere ad affidamento diretto tramite determina a contrarre, o atto equivalente, che contenga, in modo semplificato, l'oggetto dell'affidamento, l'importo, il fornitore, le ragioni della scelta del fornitore, il possesso da parte sua dei requisiti di carattere generale, nonché il possesso dei requisiti tecnico-professionali, ove richiesti;

**VISTA** la legge n. 55 dd. 14 giugno 2019 pubblicata sulla Gazzetta Ufficiale della Repubblica Italiana n.140 del 17 giugno 2019 ed entrata in vigore il 18 giugno 2019 che ha convertito con modificazioni il D.L. 18 aprile 2019, n. 32;

**PREMESSO** che si rende necessario provvedere alla fornitura/servizio di cui all'oggetto al fine di **RICERCA**

**VISTO l'art. 4 comma 1 del decreto legge 126 del 29 ottobre 2019** ai sensi del quale "Non si applicano alle università statali, agli enti pubblici di ricerca e alle istituzioni di alta formazione artistica, musicale e coreutica, per l'acquisto di beni e servizi funzionalmente destinati all'attività di ricerca, trasferimento tecnologico e terza missione:

- a) le disposizioni di cui all'articolo 1, commi 449, 450 e 452, della legge 27 dicembre 2006, n. 296, in materia di ricorso alle convenzioni-quadro e al mercato elettronico delle pubbliche amministrazioni e di utilizzo della rete telematica;
- b) le disposizioni di cui all'articolo 1, commi da 512 a 516, della legge 28 dicembre 2015, n. 208, in materia di ricorso agli strumenti di acquisto e negoziazione della Consip S.p.a. per gli acquisti di beni e servizi informatici e di connettività."



**CONSIDERATO** che tale fornitura non rientra tra i lavori oppure beni e servizi elencati nell'art.1 del DPCM 24 dicembre 2015;

**CONSIDERATO** che si è proceduto chiedendo un'offerta alle ditte:

- 1) Repligen Europe (Allegato 2)
- 2) Merck Life Science (Allegato 2)
- 3) VWR International (Allegato 2)
- 4) Fisher Scientific Italia (Allegato 2)

**CONSIDERATO** che sono pervenute le seguenti risposte:

- 1) Repligen Europe (Allegato 3)
- 2) Merck Life Science (Allegato 4)
- 3) Fisher Scientific Italia (Allegato 5)

**CONSIDERATO** che tra le offerte pervenute quella della società Fisher Scientific Italia risulta essere la migliore, stante un'offerta pari a Euro 1.430,10 IVA esclusa; (Allegato 5)

**CONSIDERATO** che si è proceduto tramite **Ordine diretto fuori MePA**

**DATO ATTO** che si è proceduto nel rispetto dei principi di cui all'articolo 30 comma 1, del D. Lgs. 50/2016 e s.m.i con particolare riguardo all'economicità, alla concorrenza, alla rotazione, e al divieto di artificioso frazionamento della spesa, nonché del principio di cui all'art.34, 42 del D. Lgs.50/2016;

**CONSIDERATO** che l'affidamento di cui trattasi è avvenuto con il criterio del minor prezzo, ai sensi dell'art. 36, c.9 bis della L. 55/2019, trattandosi di fornitura/servizio di importo inferiore a 40.000,00 euro;

**CONSIDERATO** che questa Amministrazione ha l'obbligo di verificare, nei confronti dell'affidatario, il solo requisito della Regolarità Contributiva non avendo richiesto, per l'affidamento di cui trattasi, né requisiti tecnico - professionali, né requisiti economico - finanziari;

**CONSIDERATO** che l'operatore economico individuato possiede i requisiti di Regolarità contributiva avendo questa Amministrazione proceduto all'acquisizione del DURC;

**PRESO ATTO** che l'affidamento con l'operatore economico si perfeziona attraverso scambio di lettere consistente nella trasmissione del buono d'ordine e conseguente accettazione da parte dell'operatore economico prescelto;

**CONSIDERATO** che per espressa previsione dell'art.32, comma 10, lett. b) del D. Lgs. 50/2016, al presente affidamento non si applica il termine dilatorio di stand still per la stipula del contratto;

**CONSIDERATO** che l'affidamento di cui al presente provvedimento grava sui fondi del progetto PORFESR-TROPOS-20 di cui si attesta la disponibilità;

**VISTO** il budget del progetto PORFESR-TROPOS-20;



**VISTO che** il Responsabile Unico del Procedimento è il prof. Paolo Tecilla, Direttore del Dipartimento di Scienze Chimiche e Farmaceutiche;

**VISTI**

- Il D. Lgs. 18 aprile 2016 n. 50 e s.m.i. – Codice dei Contratti Pubblici;
- Il D. Lgs. 19 aprile 2017, n. 56 – Correttivo al Codice dei Contratti Pubblici;
- la legge n. 55 dd. 14 giugno 2019 – entrata in vigore il 18 giugno 2019 – che ha convertito con modificazioni il D.L. 18 aprile 2019, n. 32, in vigore dal 19 aprile 2019 al 17 giugno 2019;
- la delibera dell'Anac n. 140 del 27 febbraio 2019;
- la delibera numero 206 del 01 marzo 2018 dell'Anac con cui sono state approvate le Linee Guida n. 4, di attuazione del Decreto Legislativo 18 aprile 2016, n. 50, recanti "Procedure per l'affidamento dei contratti pubblici di importo inferiore alle soglie di rilevanza comunitaria, indagini di mercato e formazione e gestione degli elenchi di operatori economici";
- Delibera numero 1007 del 11 ottobre 2017 dell'Anac con cui sono state approvate le Linee guida n. 3, di attuazione del D. Lgs. 18 aprile 2016, n. 50, recanti «Nomina, ruolo e compiti del responsabile unico del procedimento per l'affidamento di appalti e concessioni»
- L'art.26 della legge 488/1999 circa l'obbligo di aderire alle convenzioni CONSIP;
- Il D.P.R. 28 dicembre 2000, n. 445;
- L'art.37 del D. Lgs.33/2013 e l'articolo 1, comma 32, della Legge n. 190/2012 e le successive modifiche ed integrazioni in materia rispettivamente di "Amministrazione Trasparente" e "Norme di contrasto alla corruzione";

**CONSIDERATO** che la presente determina, in ossequio al principio di trasparenza e fatto salvo quanto previsto dall'art.1, comma 32, della Legge 190/2012 e dal D. Lgs. 33/2013, è pubblicata, ai sensi dell'art.29 del D. Lgs. 50/2016, nel proprio sito web, liberamente scaricabile sul sito internet dell'Università di Trieste – "Amministrazione Trasparente" - "Bandi Gara e Contratti" - <http://web.units.it/gare-appalto>.

**DETERMINA**

Per le motivazioni indicate in premessa:

- 1) Di affidare la fornitura relativa a **consumabili specifici**, alla Società **Fisher Scientific Italia** corrente in Strada Rivoltana Km 4 20053 Rodano (MI) – partita iva codice fiscale 08948430965 – per un importo pari a **Euro 1.430,10 IVA esclusa**;
- 2) Di stabilire che il costo complessivo dell'affidamento graverà sui fondi del progetto **PORFESR-TROPOS-20** di cui si attesta la disponibilità;
- 3) Di disporre che il pagamento verrà effettuato a seguito degli accertamenti in materia di pagamenti della PA ed al rispetto degli obblighi di cui all'art.3 della Legge 136/2010, e comunque previa presentazione di fatture debitamente controllate e vistate in ordine alla regolarità e rispondenza formale e fiscale;
- 4) Di provvedere, ai sensi dell'art. 29, comma 1, del D. Lgs 50/2016, alla pubblicazione sul sito internet dell'Università di Trieste – "Amministrazione Trasparente" - "Bandi Gara e

**Università degli Studi di Trieste**

Dipartimento di Scienze Chimiche e Farmaceutiche  
sedi: - via Licio Giorgieri, 1 (amministrazione)  
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UNIVERSITÀ  
DEGLI STUDI DI TRIESTE

Dipartimento di Scienze Chimiche e Farmaceutiche

Contratti" - <http://web.units.it/gare-appalto> nell'ambito della suddetta procedura di gara.

Il Responsabile del Procedimento accerterà la regolare esecuzione del servizio.

Il Direttore del DSCF



Allegati:

- 1) Elenco fornitura
- 2) Richiesta di offerta a Repligen Europe, Merck Life Science, VWR International, Fisher Scientific Italia
- 3) Offerta Repligen Europe
- 4) Offerta Merck Life Science
- 5) Offerta Fisher Scientific Italia

Publicato sul sito internet dell'Università di Trieste – "Amministrazione Trasparente" - "Bandi Gara e Contratti" - <http://web.units.it/gare-appalto>

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Dipartimento di Scienze Chimiche e Farmaceutiche

Al. 1

Quantità  
10

Articolo  
Float-A-Lyzer™ G2 Dialysis Devices - Spectrum™ G235063

**Università degli Studi di Trieste**

Dipartimento di Scienze Chimiche e Farmaceutiche

sedi: - via Licio Giorgieri, 1 (amministrato)

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All. 2

## Quotation Float-A-Lyzer G2 - University of Trieste



ROSSO CRISTIAN  
A: customerservice@merckgroup.com

Rispondi Rispondi a tutti Inoltra

martedì 02/11/2021 12:01

Good morning,

I am Cristian Rosso, postdoctoral researcher at University of Trieste (Italy).

I would kindly ask you a quotation for the following product:

- Float-A-Lyzer G2, 0.5 - 1.0 kD, 10 ml, 12/pack

In particular, I would need a quotation for 5 packages and 10 packages, respectively.

Is there any discount in case of buying above a certain quantity of items?

Thanks in advance for your collaboration,

best regards.

Cristian Rosso  
[cristian.rosso@units.it](mailto:cristian.rosso@units.it)

## Preventivo Float-A-Lyzer G2 - Università di Trieste



ROSSO CRISTIAN  
A: itcustomerrelations@merckgroup.com

Rispondi Rispondi a tutti Inoltra

martedì 02/11/2021 12:11

Buongiorno,

sono Cristian Rosso, ricercatore post-dottorato presso l'Università di Trieste.

Vi scrivo per chiedervi gentilmente se avete disponibilità del seguente prodotto:

- Float-A-Lyzer G2, 0.5 - 1.0 kD, 10 ml, 12/pack

In caso affermativo, avrei necessità di ricevere un preventivo per l'acquisto di 5 e 10 confezioni, rispettivamente.

Resto in attesa di un vostro gentile riscontro, cordiali saluti.

Cristian Rosso  
[cristian.rosso@units.it](mailto:cristian.rosso@units.it)

FW: [.ITQ-125551.] - Preventivo Float-A-Lyzer G2 - Università di Trieste



offerte.it@vwr.com  
A ROSSO CRISTIAN

↳ Rispondi    «« Rispondi a tutti    → Inoltra    ⋮

martedì 02/11/2021 18:27

🔔 L'utente ha risposto al messaggio in data 03/11/2021 00:07.  
In caso di problemi di visualizzazione del messaggio, fare clic qui per visualizzarlo in un Web browser.

Buongiorno,

sono Cristian Rosso, ricercatore post-dottorato presso l'Università di Trieste.

Vi scrivo per chiedervi gentilmente se avete disponibilità del seguente prodotto:

- Float-A-Lyzer G2, 0.5 - 1.0 kD, 10 ml, 12/pack

In caso affermativo, avrei necessità di ricevere un preventivo per l'acquisto di 5 e 10 confezioni, rispettivamente.

Resto in attesa di un vostro gentile riscontro, cordiali saluti.

Cristian Rosso

[cristian.rosso@units.it](mailto:cristian.rosso@units.it)

R: [.ITQ-125551.] - Preventivo Float-A-Lyzer G2 - Università di Trieste



ROSSO CRISTIAN  
A offerte.it@vwr.com

↳ Rispondi    «« Rispondi a tutti    → Inoltra    ⋮

mercoledì 03/11/2021 10:22

**Da:** [offerte.it@vwr.com](mailto:offerte.it@vwr.com) <[offerte.it@vwr.com](mailto:offerte.it@vwr.com)>

**Inviato:** martedì 2 novembre 2021 18:27

**A:** ROSSO CRISTIAN <[CRISTIAN.ROSSO@units.it](mailto:CRISTIAN.ROSSO@units.it)>

**Oggetto:** FW: [.ITQ-125551.] - Preventivo Float-A-Lyzer G2 - Università di Trieste

Buongiorno,

La presente per comunicarVi che non abbiamo il prodotto richiesto.

restiamo a vostra disposizione per eventuali ed ulteriori chiarimenti

cordiali saluti

Avantor™

**From:** [CRISTIAN.ROSSO@units.it](mailto:CRISTIAN.ROSSO@units.it)

**Sent:** 02/11/2021 12:12:43

**To:** [offerte.it@vwr.com](mailto:offerte.it@vwr.com)

**Cc:**

**Subject:** [.ITQ-125551.] - Preventivo Float-A-Lyzer G2 - Università di Trieste

FISHER SCIENTIFIC

Urgente - Richiesta preventivo Float-A-Lyzer™ G2 Dialysis Devices - Università di Trieste DSCF >



**Maria João Leitão** <mjrleitao@gmail.com>  
to it.fisher.ROSSO ▾

Gentilissimi,

Vi scrivo per chiedervi gentilmente un preventivo urgente per i seguenti prodotti:

- 10 confezioni di Float-A-Lyzer™ G2 Dialysis Devices - Spectrum™ G235063 (MWCO: Da 0.5 a 1 kd - Volume 10 ml)

Per questione amministrative relative alla gestione degli ordini dell'università, abbiamo necessità di ricevere il preventivo possibilmente oggi stesso in modo da potere ordinare entro domani.

Grazie per l'attenzione.

Cordiali saluti.

Maria Leitao

Maria João Leitão  
Project and Lab Manager  
Dept. of Chemical and Pharmaceutical Science  
University of Trieste  
Via G. Galvani, 1  
34127 Trieste  
Tel: +390431977  
Fax: +39043177



ll.3



# Quotation

Repligen Europe B.V.  
P.O. Box 3262  
4800 DG Breda, The Netherlands

Created Date 11/5/2021  
Quote Number 00029674  
Expiration Date 12/6/2021

To Place an Order:  
Phone: +31 (0) 76 5719 419  
Fax: +31 (0) 76 5719 772

Please send your PO to: CustomerServiceEU@repligen.com

### Terms

Terms Net 30

Shipping Terms FCA - Origin, Collect

### Repligen Sales Person

Prepared By Brian Liang

Email bliang@repligen.com

### Customer Information

Contact Name Cristian Rosso  
Phone + 39 0405583998  
Email cristian.rosso@units.it

Ship To Name University of Trieste  
Ship To via Licio Giorgieri 1  
34127 Trieste  
Italy

Bill To Name University of Trieste  
Bill To via Licio Giorgieri 1  
34127 Trieste  
Italy

Product Code	Product Description	Quantity	UOM	Sales Price	Total Price
G235063	DIALYSISDEVICE FLOAT-A-LYZER .5-1 K10ML	10.00	EA	EUR 151.00	EUR 1,510.00
				Subtotal	EUR 1,510.00
				Grand Total	EUR 1,510.00

### Repligen Corporation Terms and Conditions of Sale

Ver. 28APR2020

#### 1. Entire Agreement and Acceptance.

- These Terms and Conditions of Sale ("Terms") will constitute the final, complete and exclusive statement of the terms governing the purchase and sale of Repligen Corporation including its subsidiaries and affiliates (collectively "Seller") products and services (collectively "Products") to your company ("Buyer").
- Seller's offer to sell Products to Buyer is expressly conditioned on Buyer's acceptance of these Terms. If applicable to a Product, Seller's end user software license, available with the Product or online, is incorporated in these Terms.

Thank you for your interest!  
If you have any questions about this quotation, please contact  
Repligen Europe B.V. +31 (0) 76 5719 419 or email: CustomerServiceEU@repligen.com

- Any of the following constitutes Buyer's unqualified acceptance of these Terms: (1) written acknowledgement of these Terms; (2) issuance of a purchase order for any Products; (3) acceptance of any shipment of Products or performance of installation, maintenance, training or repair services ("Services"), (4) payment for any Products; or (5) any other act or expression, in writing, of acceptance by Buyer.
- THESE TERMS WILL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT SUBMITTED BY BUYER, INCLUDING WITHOUT LIMITATION ANY ACKNOWLEDGEMENT WHETHER OR NOT SIGNED BY SELLER. Seller's failure to object to any provisions contained in any purchase order, acknowledgement or other document from Buyer will not be construed as a waiver of these Terms nor an acceptance of any such provisions. In the event of a conflict, a quotation issued to Buyer by Seller takes precedence over these Terms, and a written contract duly executed by both parties takes precedence over a quotation, these Terms and any provisions contained in any purchase order, acknowledgement or other document from Buyer.

### 2. Prices, Taxes and Payment.

- Prices specified in a written quotation from Seller to Buyer for Products will be honored for thirty (30) days. Seller expressly rejects any and all requests by Buyer for a preferred status regarding pricing compared to other customers' pricing, including, but not limited to, requests for "most favored nation" and "competitive pricing."
- Any tax, duty, custom, bank, VAT or other fee imposed upon this transaction by any federal, state or local government authority will be paid by Buyer in addition to the price quoted or invoiced. If Seller is required to prepay any such tax, duty, custom or other fee, Buyer will reimburse Seller. Buyer shall have sole responsibility to submit a resale or tax exempt certificate to claim an exemption. Once a resale or tax exempt certificate has been submitted, Seller will maintain a copy of the certificate on file for future reference.
- Payment terms are net thirty (30) days after invoice date in the currency specified in the Seller quotation, without right of set-off. Seller will issue invoices on or after date of shipment. Seller reserves the right to: (1) impose a service charge on amounts that are not paid when due of 1.5% per month (18% simple interest per annum) from the due date on the outstanding principal balance; (2) require pre-payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record; and/or (3) refuse to sell to any Buyer until overdue accounts are paid in full. Buyer is responsible for all collection costs on past due accounts. Seller reserves any other remedies at law or equity.

### 3. Orders, Delivery and Shipment.

- All orders are firm after acceptance of purchase order by Seller either by acknowledgement or shipment. Changes to, or cancellation of, an accepted purchase order shall be at Seller's sole discretion. In the event of a rejection of Buyer's purchase order, Seller will use good faith efforts to notify Buyer of the rejection within ten (10) business days after receipt of Buyer's purchase order. For Custom Made-to-Order ("CMTO") Products (see Section 4), Seller acceptance will occur on mutual written agreement of product specifications, delivery schedule and production and testing techniques.
- Seller will use reasonable efforts to ship Products or provide Services in accordance with the requested delivery date indicated on Buyer's purchase order; however, in the absence of a special express written agreement, any dates or deadlines provided by Seller are non-binding. Seller accepts no liability for any losses or damages arising out of delays in delivery or performance.

Thank you for your interest!

If you have any questions about this quotation, please contact  
Repligen Europe B.V. +31 (0) 76 5719 419 or email: [CustomerServiceEU@repligen.com](mailto:CustomerServiceEU@repligen.com)

- Shipment of all Products will be FCA shipping point (Incoterms 2010) or as set forth on the applicable purchase order accepted by Seller. Buyer shall provide customs broker information to Seller prior to shipment. In the event Buyer does not have a customs broker, Seller will assist Buyer with identifying a customs broker to advance clearance of the shipment through customs. Shipment will not be expedited unless otherwise agreed upon by the parties.
- Delivery of Products to the carrier will be deemed satisfactory delivery, and title and risk of loss of Products will pass to Buyer upon such delivery. Buyer shall not have title to software included with a Product, but rather has a limited, revocable, non-transferable, royalty-free license to use such software in connection with the Product. Seller retains all other rights, title and interest in Product software.
- All shipment costs will be paid by Buyer. Shipment will be by air freight unless otherwise mutually agreed. Products shipped with dry ice are subject to a handling charge, which is prepaid by Seller and added to the invoice.
- Unless otherwise agreed to by the parties that a "Complete Shipment" is required, Seller may, in its sole discretion, without liability or penalty, make partial shipments of Product to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- Seller shall not be liable or in breach for any failure or delay in performance under the PO to the extent the failure or delay in performance is caused by a force majeure event, i.e., an event outside its reasonable control, including, but not limited to, pandemics, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of supplies, and acts of state or governmental action prohibiting or impeding Seller from performing its respective obligations.

#### 4. Custom Made-to-Order Products.

- Buyer may not cancel or change accepted purchase orders for CMTO Products.
- Seller may define certain Products as CMTO. Buyer must provide Seller with a purchase order containing the mutually agreed product specifications and delivery schedule prior to the start of manufacturing of a CMTO Product. Seller and Buyer must agree to all production and testing techniques prior to the start of manufacturing of a CMTO product.
- Any inventions, discoveries, know-how, processes, software, data and modifications relating to Products made by Seller, or jointly by Seller and Buyer, in the design or manufacture of a CMTO Product are owned by Seller. Buyer hereby assigns and agrees to assign all right, title and interest therein to Seller.

#### 5. Inspection.

- Seller encourages Buyer to inspect the Products upon receipt. Buyer must notify Seller's Customer Service Department of any discrepancies between the Products received and the Buyer's purchase order within five (5) business days after receipt.
- If Buyer does not notify Seller in writing of any discrepancy within the five-day period, the Products will be deemed accepted by Buyer. Buyer's Warranty rights will continue to apply.

#### 6. Seller's Standard Warranty ("Warranty").

- Seller warrants to Buyer that at the time of delivery: (1) Products will meet the applicable published specifications when used in accordance with the applicable instructions or, in the case of CMTO Products, will conform to the mutually agreed product specifications, in each case for a period of twelve (12) months from shipment of the Products unless otherwise

Thank you for your interest!

If you have any questions about this quotation, please contact  
Repligen Europe B.V. +31 (0) 76 5719 419 or email: [CustomerServiceEU@repligen.com](mailto:CustomerServiceEU@repligen.com)

specified in writing, and (2) Services will be performed with the customary care required in published standards for the bioprocessing equipment industry ("Warranty"). When allowed under the statute, any statutory warranty periods are expressly rejected and the terms herein shall apply.

- SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO RESULTS OBTAINED THROUGH USE OF ANY PRODUCT OR SERVICE, WHETHER ARISING BY LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- The Warranty will not apply if Seller determines, in its sole discretion, that Buyer has altered or misused the Products or has failed to use or store Products in accordance with instructions furnished by Seller or that the failure was due to external causes, repair by other than Seller, or acts of nature.
- The Warranty and the applicable published specifications for the Products may not be altered except by express written agreement signed by an authorized representative of Seller. Representations, oral or written, which are inconsistent with this Warranty or the published specifications will not be binding on Seller unless agreed to in writing by an authorized representative of Seller.
- In the event of a breach of the Warranty for a Product, Buyer must return the Product to Seller for inspection, with shipping to be reimbursed by Seller if there has been a breach of the Warranty. If Seller reasonably agrees that there has been a breach of the Warranty, Seller's sole obligation, and Buyer's sole remedy, will be to repair or replace, at Seller's option, the applicable Product or part thereof, provided Buyer notifies Seller promptly of any breach. If after exercising reasonable efforts, Seller is unable to repair or replace the Product, then Seller will refund to Buyer the amount paid for the applicable Product or part, pro rata based on straight-line depreciation from shipment until the date of Warranty expiration.
- If there is a breach of the Warranty for Services, Buyer must notify Seller within ninety (90) days after completion of Services. If Seller reasonably agrees that there has been a breach of the Warranty, Seller's sole obligation, and Buyer's sole remedy, will be at Seller's option to re-perform the Services or refund the amount paid by Buyer for the applicable Services.
- Where Seller manufactures CMTO Products for Buyer based on instructions, specifications, or other directions provided by Buyer, Seller is not liable for the lack of sufficiency, fitness for purpose or quality of the Products to the extent attributable to such instructions, specifications, or other directions.
- Seller does not warrant third party products or parts purchased through Seller sales channels. Buyer's remedies will be solely from the third party manufacturer.

#### 7. Intellectual Property.

- If the intended use as set forth in the applicable Product documentation of any Product sold by Seller to Buyer becomes the subject of a third party suit alleging that such use infringes a valid patent in the country of manufacture or sale or constitutes a misappropriation of a trade secret ("Infringement Claim"), Buyer must promptly notify Seller in writing, permit Seller the sole right to defend, and, at Seller's request and expense, reasonably cooperate with Seller.
- If Buyer notifies Seller of an Infringement Claim, or if in Seller's opinion the intended use of the Seller Product may become the subject of an Infringement Claim, Seller may take any action or no action as Seller deems appropriate in its sole discretion, including without limitation: (1) procuring for Buyer the right to continue practicing the intended use of the Product; (2) replacing or modifying any Product so that the intended use becomes non-infringing; or (3) requiring Buyer to return any Product that is the subject of the Infringement Claim and upon return, refund to Buyer the price actually paid by Buyer for the returned Product, pro rata based on the period of time from receipt of the Product by Buyer to return using three-year straight-line depreciation.

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- Seller will have no obligation under this Section 7 for any Infringement Claim based upon, arising from or caused by: (a) the use of any Product in combination with any system, media or material not provided by Seller or not intended for use with the applicable Products, or any modification to any Product made by Buyer or a third party, or made by Seller at the request or direction of Buyer, if such Infringement Claim would not have occurred but for such combination or modification; (b) any use of any Product other than for the express use for which the Product is sold by Seller as set forth in these Terms or applicable Product documentation; or (c) Buyer's continued use of any Product after Buyer's receipt of notice of an Infringement Claim.
- THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT, OR MISAPPROPRIATION OR CLAIMED MISAPPROPRIATION OF ANY TRADE SECRET, BY ANY AND ALL PRODUCTS OR ANY PART THEREOF OR USE THEREOF.
- Buyer agrees to be responsible for any liability or loss incurred by Seller as a result of Seller's manufacture of a CMTO Product based on Buyer's product specifications, Buyer's modification or use of any Product other than as specified in the applicable Product documentation and/or for any use requiring third party permission.

#### 8. Limitation of Liability.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, REPLACEMENT COSTS OR LOSS OF USE) SUSTAINED BY BUYER UNDER THESE TERMS OR FROM THE USE OF PRODUCTS OR SELLER'S PERFORMANCE OF SERVICES, EVEN IF SELLER WAS NOTIFIED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE AMOUNT PAID BY BUYER FOR THE PRODUCT OR SERVICES AT ISSUE.
- Seller will not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including without limitation failure of suppliers.

#### 9. Authorized Use.

- The purchase of Seller Products conveys to Buyer the right to use such Products in compliance with the intended use statement specified in the Product documentation that accompanies each Product.
- Each Product also may be accompanied by limited use information or limited use label licenses. Unless otherwise expressly stated in the Product documentation, the Products have not been tested for safety or efficacy.
- Buyer will be solely responsible for:
  1. obtaining any necessary intellectual property permissions for Buyer's use,
  2. compliance with any and all applicable laws and regulatory requirements,
  3. determining that the Product is suitable for Buyer's purposes, and
  4. conducting all necessary testing required for applicable Buyer processes.

#### 10. Use Restrictions.

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- Buyer agrees that Products are intended solely for: (a) generation of a finished product manufactured by Buyer, (b) incorporation into a finished product manufactured by Buyer, or (c) Buyer's research purposes. Products are not intended for diagnostic or therapeutic use or for use in vivo with humans or animals.
- Unless expressly stated, Products are not manufactured under GMP standards or GMP certified.
- Buyer shall not use Products in any manner that does not comply with all applicable laws.
- Buyer's warranty rights with respect to a Product shall be deemed null and void if such Product is used for any purpose not permitted in this Section or permitted as indicated in Seller documentation accompanying the Product, or in violation of a use restriction set forth in this Section.
- Buyer agrees to indemnify Seller and hold Seller harmless from and against any and all claims, damages, losses, costs, expenses and liability arising from use not permitted under this Section or violation of a use restriction set forth in this Section.

### 11. Returned Products.

- Products may be returned only with the express prior written authorization of Seller.

### 12. Installation or Technical Assistance.

- When Buyer purchases a Product, Seller may provide installation, training, maintenance, repairs or other services as may be expressly agreed on by Seller and Buyer. For details, please contact Repligen Customer Service.
- If Seller installs or services a Product on Buyer's premises, Buyer is responsible for ensuring that the workplace where the Product is to be located or serviced is safe. It is the Buyer's responsibility to place the Product (removed from its packaging) at the installation site, to avoid any additional manual handling.

### 13. Compliance with Laws and Regulations.

- Seller certifies that, to its knowledge, the Products are produced in material compliance with applicable federal, state, and local laws and regulations, including applicable requirements of the Fair Labor Standards Act of 1938, as amended.
- Buyer understands and acknowledges that Seller is a United States corporation and subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. and the laws of the foreign countries in which Seller does business, including the UK Bribery Act and similar anti-corruption laws of other nations (each and collectively, "Anti-Corruption Laws"), which prohibits the making of corrupt payments.
- Under the Anti-Corruption Laws, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Buyer further understands and acknowledges that the Anti-Corruption Laws applies to all Seller's offices, operating segments, divisions, subsidiaries, and affiliates worldwide, and also applies to third parties that represent Seller, including without limitation consultants, sales agents, joint-venture partners, representatives, distributors, contractors, and other business partners.
- Buyer further understands and acknowledges that it has an obligation to abide by the Anti-Corruption Laws and that it is familiar with the provisions of Anti-Corruption Laws. Buyer hereby agrees that it will not take or permit any action that will either constitute a violation under, or cause Seller to be in violation of, the provisions of Anti-Corruption Laws, including without limitation, that Buyer, its affiliates and their respective employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or inducing such an official to use his/her influence to affect any such governmental act or decision in order to assist Buyer in obtaining, retaining or directing any business relating to Seller's Products. Buyer shall run appropriate anti-money laundering and other checks to prevent illegal transactions occurring in relation to Seller Products and in any event, no less than is required by applicable law and regulation. Buyer shall not make any sales of Products to persons or entities that fail such checks.
- In addition to all other contractual, legal and equitable remedies, Seller has the right to instruct Buyer to stop marketing, offering to sell, selling, distributing and otherwise supplying Seller Products on notice from Seller if Seller or any its

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licensors, after performing reasonable diligence, provides reasonable written documentation in reasonable detail to Buyer demonstrating that the Buyer or any Buyer affiliate or any of their respective employees or agents is not complying with Anti-Corruption Laws.

- Notwithstanding any other provision of this Agreement, if Seller becomes aware of what it determines in good faith to be a breach of this Section 13 with regard to Anti-Corruption Laws, Seller is entitled to terminate this Agreement, and any other agreement between the parties, with immediate effect and without liability to Buyer.
- Buyer agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export to any countries, or release to a national of a restricted country, of any technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations). Certain Seller Products are export-controlled, and Buyer will require US export licenses to export same to certain countries and must restrict access to permitted users.
- Seller is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, sexual orientation, age, veteran or handicapped status.
- Seller certifies that it complies with the European General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA) and Nevada Privacy Law, when applicable.

#### 14. Dispute Resolution.

- Any and all disputes arising out of, resulting from or relating to these Terms or the sale or performance of the Products will be first escalated to senior management for resolution. If senior management does not resolve the dispute within sixty (60) days after written notice of a dispute by either party, either party may initiate mediation.
- Each party commits to attending at least one mediation session and participating in good faith in the mediation process for a period of sixty (60) days; however, each party reserves the right to initiate court proceedings at any time to seek injunctive or other temporary relief.
- If a party initiates mediation, the parties will engage in non-binding mediation before a sole mediator ("Mediator") selected from Judicial Arbitration and Mediation Services, Inc., or its successor ("JAMS"), with such mediation to be held in the neutral location determined by the Mediator. A representative of each party with authority to resolve the dispute will participate in the mediation. The parties will share the costs of the Mediator and mediation equally, except that each party will pay its own attorneys' fees and expenses.
- If the representatives of the parties have not been able to resolve the dispute within such sixty-day period: (1) for end users located in the United States, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in Boston, Massachusetts regarding any disputes arising out of, relating to or resulting from this Agreement, and (2) for end users located outside the United States, any dispute will be resolved by final and binding arbitration under the then current procedural Commercial Arbitration Rules of the International Chamber of Commerce. The place of arbitration will be London, England, and the language of the arbitration proceeding will be English. Any award rendered in such arbitration may be enforced by either party in any court of competent jurisdiction, to whose jurisdiction for such purposes each party hereby irrevocably consents and submits. The arbitrators' decision will be final and nonappealable, except as provided in the appeal procedures under the Commercial Arbitration Rules or applicable law. Notwithstanding anything to the contrary in this Agreement, either party may apply to a court of competent jurisdiction for a preliminary injunction or other equitable relief at any time.

#### 15. Governing Law.

- For customers in the United States, these Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, but without giving effect to its conflict of laws provisions.
- For customers in the United Kingdom, these Terms will be governed by and construed in accordance with the laws of England, but without giving effect to its conflict of laws provisions.
- For customers in Europe, these Terms will be governed by and construed in accordance with the laws of Switzerland, but without giving effect to its conflict of laws provisions.
- The United Nations Convention on Contracts for the International Sale of Goods will not apply.

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16. General.

- Orders are not assignable or transferable, in whole or in part, without the express prior written consent of Seller.
- Nothing in this document is intended to create any rights in third parties against Seller.
- These Terms may be modified and any breach may be waived, but only in writing and signed by the party against whom enforcement thereof is sought. The waiver by either party of any provision of these Terms will not operate as a waiver of such provision at any other time.
- If any provision of these Terms is held illegal, invalid or unenforceable, such provision will be deemed revised to the maximum extent lawfully permissible, and the remainder of these Terms will remain in full force and effect.
- In these Terms, words in the singular include the plural and vice versa. The headings are only for convenience.
- Clerical or computer errors on the face of any Seller invoice will be subject to correction by Seller.

17. Specific Terms for Service.

- Fees. Buyer shall pay Seller the amount set forth in the applicable purchase order properly accepted by Seller, plus any applicable sales tax.
- Normal Business Hours. During the term of the Agreement, Seller will provide service calls between regular business hours (i.e., 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Seller holidays) at no additional charge. In the event, Buyer requests Services, including service travel, outside of Seller's normal business hours or on Seller holidays, Buyer will be billed at one and a half (1.5) of Seller's standard hourly rate with a minimum of eight (8) hours assessed per field service engineer ("FSE").
- Equipment Availability. In the event a FSE is at the Buyer site and the equipment is unavailable for servicing which causes a delay in excess of four (4) hours and consequently prevents the timely completion of the Services, Seller, in its sole discretion, may charge Buyer for "waiting time" at the standard hourly rate quoted in the current Seller Services price list.
- No Fault Found. In the event that during Services performed in response to Buyer's request, the FSE ascertains there is "no fault found," meaning the system is functionally operating in accordance with the manufacturer's documentation accompanying the system when it was delivered, Seller, in its sole discretion, may charge Buyer for travel and labor at the standard rates quoted in the current Seller Services price list.
- Failure of Ancillary Services. In the event that during Services performed in response to Buyer's request, the FSE ascertains the fault condition has been caused by a failure of a supporting system connected to the Seller equipment (including, but not limited to, electrical power supply, compressed air supply, etc.), Seller, in its sole discretion, may charge Buyer for travel and labor at the standard rates quoted in the current Seller Services price list. Seller will provide Buyer a quotation detailing the required Services and cost to repair the system prior to such Services being performed.
- Negligent or Wilful Damage. Damage caused by the Buyer's or a third party's negligent or wilful actions is not covered under the Agreement. In the event that during Services performed in response to Buyer's request, the FSE ascertains there is "negligent or wilful damage," Seller, in its sole discretion, may charge Buyer for travel and labor at the standard rates quoted in the current Seller Services price list. Seller will provide Buyer a quotation detailing the required Services and cost to repair the system prior to any Services being performed.
- Misuse. In the event that during Services performed in response to Buyer's request, the FSE ascertains the fault condition has been caused by operation outside of the operating parameters of the equipment in accordance with the Use Restrictions set forth in Seller's terms and conditions, Seller, in its sole discretion, may charge Buyer for travel and labor at the standard rates quoted in the current Seller Services price list. Seller will provide Buyer a quotation detailing the required Services and cost to repair the system prior to any Services being performed.
- Relocation. Relocation of the system from site of original delivery is not covered by the terms of the Agreement. Relocation Services will be charged at the standard rates quoted in the current Seller Services price list. Seller will provide Buyer a quotation detailing the cost to relocate the system prior to such Services being performed.
- Expired Warranty. In the event the system is no longer under manufacturer's warranty, Buyer shall be charged for replacement parts at the standard prices quoted in the current Seller Services price list.
- Expired Agreement. In the event the Agreement is no longer in effect (i.e., terminated or expired), Buyer, in Seller's sole discretion, may be charged Seller's standard hourly rate for labor, standard prices quoted in the current Seller Services price list for replacement parts and any travel and living expenses required to provide Services requested by Buyer.

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- **Additional Capability.** Parts, software and labor providing additional functionality to the system are not covered by the terms of the Agreement. Seller will provide Buyer a quotation detailing the cost of any required parts, software and/or labor required to provide additional functionality to the system prior to such parts and/or software being provided and/or Services being performed.
- **Corrective Repairs Expenses.** Reasonable corrective repair costs including spare parts, labor, travel and living expenses are covered by the Agreement.
- **Unscheduled Request for Services.** In the event Buyer requests unscheduled corrective repair services due to the system not functionally operating in accordance with the manufacturer's documentation accompanying the system when it was delivered, Seller will endeavor to provide such Services within five (5) business days after being notified by Buyer of the need of an unscheduled corrective repair call. Due to the urgent and typically unknown nature of the request for Services, Seller shall not be obligated to provide Buyer a quotation detailing the cost of Services prior to such service call. Seller, in its sole discretion, may charge Buyer reasonable spare parts, labor, travel and living expenses required to address the extent of Buyer's urgency for the Services.
- **Seller's Obligation.** When providing Services, Seller shall use commercially reasonable efforts to restore the system so that it is fully functional and operating in accordance with the manufacturer's documentation accompanying the system when it was delivered.

#### 18. Planned Preventative Maintenance ("PPM") Services Plan.

In addition to the terms and conditions set forth in Section 17, the following terms and conditions shall apply to a PPM purchased by Buyer:

- Seller will perform one (1) PPM service call on-site annually for each system under the Agreement for the term of the Agreement.
- Seller and Buyer shall endeavor to consolidate such PPM service calls so that as many systems as possible are serviced during an on-site call.
- Seller will perform all applicable preventative maintenance required in accordance with manufacturer's recommendations and Standard Operating Procedures.
- Seller will schedule PPM calls with Buyer.
- Spare parts, labor, travel and living expenses required to provide PPM Services are covered by the Agreement.
- In the event Buyer cancels or reschedules less than fourteen (14) days from the date of a scheduled PPM service call, Seller may, in its sole discretion, charge Buyer a cancellation or rescheduling penalty equal to Seller's costs incurred due to the cancelled or rescheduled PPM service call.

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R.E.A. 1625731

Banca di Appoggio  
Deutsche Bank S.p.A  
Conto n.: 00000820344  
SWIFT BIC: DEUTITM1467  
IBAN: IT40 J 03104 01607 000000770016

**Nostro Rif. R-4766350.2**  
2/11/2021  
Data di scadenza: 1/1/2022

Università degli Studi di Trieste  
Dr. Cristian Rosso  
Via Valerio 6/A  
34127 Trieste  
ITALY  
0039-405586002

### Offerta

Codice	Descrizione	Q.tà	Prezzo Unitario (EUR/€)	Sconto (%)	Prezzo Unitario Netto (EUR/€)	Totale Netto (EUR/€)
1. Z726273-12EA	FLOAT-A-LYZER G2 10ML, BLACK, 3.5-5KD	5	168,00		168,00	840,00
2. Z726273-12EA	FLOAT-A-LYZER G2 10ML, BLACK, 3.5-5KD	10	168,00	5,9%	157,95	1.579,50
<b>Totale Netto (EUR/€)</b>						<b>2.419,50</b>
<b>I.V.A. (22.00%)(EUR/€)</b>						<b>532,29</b>
<b>Totale I.V.A. Inclusa (EUR/€)</b>						<b>2.951,79</b>

### IMPORTANTE:

VOGLIATE INDICARE IL NOSTRO NUMERO DI OFFERTA (R-4766350.2) NEL VS. ORDINE AL FINE DI POTERVI GARANTIRE L'INVIO DELLA MERCE AI PREZZI CONCORDATI.

La disponibilità di magazzino è da considerarsi valida ad oggi e soggetta a modifiche al momento dell'ordine.

Ci riserviamo il diritto di dare la priorità alla fornitura di prodotti ad alta richiesta relativi al COVID-19

**MERCK**

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Handwritten signature of Michael Ongaro in blue ink.

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Nostro Rif. R-4766350.2  
2/11/2021  
Data di scadenza: 1/1/2022

Università degli Studi di Trieste  
Dr. Cristian Rosso  
Via Valerio 6/A  
34127 Trieste  
ITALY  
0039-405586002

#### **CONDIZIONI DI FORNITURA**

Il Vostro gradito ordine, intestato a Merck Life Science S.r.l, potrà essere inviato tramite il sito [www.sigmaaldrich.com](http://www.sigmaaldrich.com), via e-mail all'indirizzo: [itcustomerrelations@merckgroup.com](mailto:itcustomerrelations@merckgroup.com), via fax al nr. 02 3801 0737

**RIPORTANDO IL NS. NUMERO DI OFFERTA (R-4766350.2) AL FINE DI POTERVI GARANTIRE L'INVIO DELLA MERCE AI PREZZI CONCORDATI ALTRIMENTI VI SARA' APPLICATO IL PREZZO DI LISTINO**

#### **SPESE DI TRASPORTO:**

I prezzi indicati non comprendono le spese relative al trasporto (vedi sotto) e sono IVA esclusa.

Le spese di trasporto ed eventuali costi aggiuntivi saranno calcolati all'atto del ricevimento dell'ordine e comunicate con la conferma dello stesso.

Dal 06.09.2021 verranno applicate le seguenti spese di trasporto:

Spese di trasporto: € 25,00 per ordini inferiori a € 500,00 di imponibile

Spese di gestione ordine: € 23,00

Spese per invio prodotti ghiaccio: € 25,00 (per ordine)

Spese di trasporto per ordini di Oligo: € 10,00

Per tutti gli ordini trasmessi via web non verranno addebitate le spese di gestione ordine.

Per consegna espressa: Il costo per la spedizione espressa sarà calcolato in base al peso e alla destinazione finale della merce, per maggiori informazioni vi invitiamo a contattare il nostro Customer Service.

La presente offerta è soggetta alle condizioni generali di fornitura allegate.

VALIDITA' OFFERTA	:	1/1/2022
CONSEGNA	:	3/4 giorni secondo disponibilità
PAGAMENTO	:	come da condizioni comunicate da Merck o concordate tra Merck e il contraente
IMBALLO	:	compreso nel prezzo
I.V.A.	:	secondo i termini di legge a Vs. carico (22%)



## TERMINI E CONDIZIONI GENERALI DI VENDITA

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Tutti i prodotti e/o servizi acquistati in base a questo preventivo sono soggetti ai Termini e condizioni di vendita disponibili sul <https://www.sigmaaldrich.com/italy/termini-e-condizioni.html>

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Clienti Servizio

Fax  
E-mail it.quotations@thermofisher.com

La ringraziamo per la Vs. richiesta

Articolo	Descrizione	Quantità	UOM	Prezzo	Importo netto
***** Vi preghiamo di indicare il numero di preventivo al momento dell'ordine, per garantire che vengano applicati i prezzi a voi riservati. *****					
11501180	X12 FLOAT-A-LYZER G2 CE MWCO 500-1.000, 10 ML	10	EA	143,01	1.430,10
	Marchio Fisher	Spectrum Labs	G235063		IVA % 22,00

	netto	IVA %	IVA	Valuta EUR	
Val. tasso standard	1.430,10	22,00	314,62	Totale netto	1.430,10
				Tot. Spedizione	0,00
				Tot. importo netto	1.430,10
Termini consegna	DDP			IVA	314,62
Mezzo di trasporto	Trasporto su strada			Importo totale	1.744,72