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Dipartimento di Medicina Traslazionale

Quote 20250536

Dipartimento di Medicina Traslazionale
Universtà Del Piemonte Orientale
CUP: C13C22000660001
Misura: PNRR – M4C2 Investimento 1.3
Titolo progetto: AGE-IT spoke 2
Codice Progetto: PE0000015
CIG: richiesto dall'Ufficio Acquisti
VAT: IT01943490027

27 June 2025, 's-Hertogenbosch

Dear Andrea,

Thank you for your interest in our technology, we look forward to further collaborate during the PamGene trial. Please find the details of our proposal below:

Art.	Quantity	Description	Per Item	Total
32516	1 x	12 Tyrosine Kinase PamChips® for PamStation®12 A total of 48 arrays, every array includes 196 Tyrosine kinase substrates.	€ 4.000,00	€ 4.000,00
32112	1 x	Tyrosine reagent kit 48 reactions, to be used in conjunction with Tyrosine Kinase PamChip array (article code 32516).	€ 400,00	€ 400,00
N/A	1 x	Standard support package (recommended) For a maximum of 4 reports, compiled by our application scientist. • Experimental design, sample prep, and goal setting (ca. 1-hour meeting). • Custom visualizations, peptide and kinase analysis (ca. 5 hours per 12-samples). • Report sharing, biological insights, and next steps (ca. 1-hour meeting).	€ 1.000,00	€ 1.000,00
Total Excluding VAT			€ 5.400,00	

PamGene International B.V.

VAT: NL809175939B01

Justin Lebens
Accountmanager

Dipartimento di Medicina Traslazionale

VAT: IT01943490027

Prof. A. Graziani
Professor

Annex 1: Terms and Conditions of Sale

All products are for research purposes only. Quoted prices are excluding VAT. Prices are valid until 27/07/2025. The quotation and any subsequent order(s) are subject to PamGene's Terms and Conditions of Sale, rev XIV, 11-2020 ("T&C"). Acceptance of this quotation is limited to the terms stated herein. PamGene reserves the right to unilaterally amend these Terms. PamGene will offer such amended Terms to Customer for acceptance.

1. **General.** These Terms shall apply to any Agreement between PamGene and a Customer relating to the sale and delivery of Products and/or Services for use by End-Users or any other agreement to which these Terms are explicitly applied. PamGene hereby expressly excludes the application of any purchasing conditions of Customer. PamGene reserves the right to unilaterally amend these Terms. PamGene will offer such amended Terms to Customer for acceptance.
2. **Definitions.**
 - a. Agreement: an agreement between PamGene and a Customer, of which these Terms form an integral part;
 - b. Arrays: The Standard Arrays and the Custom Arrays.
 - c. Custom Array: a PamChip micro array offered by PamGene as a product customized at the Customer's request;
 - d. Customer: the person, firm, company, university or other organization entering into the Agreement;
 - e. End-User: A Customer using a Product or Service for internal research purposes only;
 - f. IOpener™: PamGene's in-house developed blood test for rapid measurement of protein kinase activity of peripheral mononuclear cells from the Material, which is For Research Use Only (RUO) and has no CE marking as defined in the European In-Vitro Diagnostic Devices Directive (98/79/EC);
 - g. Material: human blood sample(s) provided by the Customer to PamGene;
 - h. Order Confirmation: a written order confirmation issued by PamGene;
 - i. Proprietary Array: the PamChip micro array offered by PamGene which are supplied only under Specific Terms including but not limited to product ID 87001, 87002 and 87 thousand series;
 - j. PamGene: PamGene International B.V., a limited liability company organized under the laws of the Netherlands, having its registered office at Wolvenhoek 10, 5211 HH 's-Hertogenbosch, the Netherlands;
 - k. Products: The Arrays, the Proprietary Arrays, Reagents, Software and Systems;
 - l. Reagents: all expendable products other than Arrays, including but not limited to reagents for sample preparation, labelling, activation, spotting and calibration and blocking, incubation and washing solutions;
 - m. Results: any and all data and/or other findings generated by performing the Test Services;
 - n. Test Services: the analyses of the Material using the IOpener™ performed by or on behalf of PamGene at the request of Customer;
 - o. Quotation: a quotation for the sale and delivery of Products and/or Services, issued by PamGene upon the Customer's written request, specifying the price, product specifications and other terms and conditions of sale and delivery;
 - p. Services: the services, including but not limited to the Test Services (if applicable), provided to the Customer by or on behalf of PamGene;
 - q. Software: the software offered by PamGene;
 - r. Specific Terms: prior to the use of Proprietary Arrays by the Customer, PamGene and Customer will agree in a separate agreement the terms of use and rights related to the results of these Proprietary Arrays;
 - s. Standard Array: the PamChip micro array offered by PamGene as a standard product;
 - t. Systems: the instruments including PamStation offered by PamGene;
 - u. Terms: these terms and conditions of sale.
3. **Prices and Quotations.** The prices of the Standard Arrays and Reagents will be the prices quoted by PamGene in its most recent price list, which may be amended from time to time without notice. The prices for Custom Arrays, Software, Systems and Services will be provided to Customer upon written request in a Quotation, which shall be valid for the period stated in the Quotation, or in the event no period is stated in the Quotation, for a period of thirty (30) days from the date of the Quotation. All prices shall be exclusive of any taxes, customs duties, shipping costs and insurance costs. Any of such taxes, duties and/or costs shall be paid by Customer.
4. **Purchase orders.** Customer shall order the Custom Arrays, Software, Systems and Services by written acceptance of the Quotation issued by PamGene. PamGene's most recent price list shall automatically apply. In the event PamGene has not delivered the ordered Standard Arrays and Reagents and/or has not issued an Order Confirmation within fourteen (14) days of receipt of the order of the Customer, the order shall be deemed rejected.
5. **Cancellation and request for change.** Customer shall not have the right to cancel any order for any Products or Services, without PamGene's written consent. In the event PamGene agrees to cancel an order for Products or Services, such cancellation, whether in whole or in part is subject to the condition of payment by Customer to PamGene of the sum of (a) PamGene's actual costs and expenses incurred for such order (i.e., purchase of raw materials), which PamGene will attempt to keep as low as reasonably possible, and (b) a cancellation fee equal to twenty percent (20%) of the price of the Products and Services for which the order is cancelled.
Customer shall have the right to request PamGene in writing to change an order. PamGene shall provide a written proposal to Customer specifying the consequences of such requested change, including a change in price, delivery date and additional costs, if any. Upon written acceptance of such proposal by Customer, the order shall be changed.
6. **Limited Use and Specific Terms.** Customer shall not be allowed to resell any of the Products and Services. Customer agrees and acknowledges that the use of the Products and Services may be subject to further limitations contained in Specific Terms, which will be provided with the Products and Services. The use of such Products and Services shall constitute acceptance of the Specific Terms. Customer shall be responsible for obtaining any additional third party licenses needed for the use that Customer makes of the Products and Services in combination with third party products and/or services.
7. **Agreement.** An Agreement shall consist of these Terms, and, where applicable, the Quotation, the Order Confirmation and the Specific Terms. The Agreement shall be entered into by acceptance of a Quotation by Customer, the issuance of an Order Confirmation and/or delivery of the Products and Services by PamGene. Any deviation from these Terms can only be made in writing by an authorized representative of PamGene. In case of any conflict between the Terms and Specific Terms, the provisions of the Specific Terms prevail. In case of any conflict between the Quotation and the Terms and/or Specific Terms, the provisions of the Quotation prevail.
8. **Payments.** Payment of all invoices shall be made to PamGene in full in the currency as invoiced no later than thirty (30) days from the date of invoice. An interest charge on late payments equal to the Dutch legal interest rate will be due for invoices not fully paid within thirty (30) days of the invoice date. The Customer shall have no right to set off any amounts owed to or alleged to be owed to it by PamGene against unpaid invoices due to PamGene. Any claim or query in respect of the invoice must be notified to PamGene by the Customer within the invoice period referred to above.
9. **Prepayment.** PamGene reserves the right to require a prepayment from any Customer at any time, including but not limited to Customers who have an unsatisfactory credit or payment record as determined by PamGene.
10. **Retention of Title.** PamGene shall retain ownership title to any Product supplied to Customer until all invoices and related claims of PamGene have been fully paid by Customer. Customer is obliged to inform PamGene immediately if a third-party exercises any (alleged) right with regard to the Products that are subject to retention of title.
11. **Changes.** PamGene reserves the right to make any change in the specification of the Products or Services which do not materially affect the performance or price thereof.
12. **Delivery.** PamGene will make commercially reasonable efforts to ship Products or provide the Services hereunder in accordance with the agreed delivery date. Deadlines contained in documents of, or destined for PamGene are indicative. A deadline is only fatal in the event Parties have agreed in advance to designate a deadline as such, in writing. The terms of delivery of the Product shall be specified in the Quotation or in the Order Confirmation. If no term of delivery is specified, the delivery shall be FCA (Free Carrier), according to the latest edition of Incoterms, PamGene's warehouse in 's-Hertogenbosch, the Netherlands. In any event, Customer shall pay all for all costs of transportation, shipping, insurance, duties and other applicable costs. Risk related to the transfer of Services passes upon delivery of the Services.
13. **Inspection.** Customer shall inspect and test the Products at the earliest opportunity after delivery, but in any event within five (5) days of delivery. Customer may reject acceptance of a Product sold hereunder only if such Product is defective or does not conform to its specifications. If Customer does not notify PamGene in writing within five (5) days after Customer's receipt of a Product, which period of time is expressly agreed to be reasonable, of any claimed defect or non-conformity, Customer shall be deemed to have irrevocably accepted such Product.
14. **Export Restrictions.** If at any time during the Agreement an export license is required to lawfully export a Product, the acquisition of such license by Customer shall be a condition precedent for the delivery of such Product. Customer warrants that it shall at all times comply with all applicable export laws in all relevant jurisdictions, and shall indemnify and hold PamGene harmless for any claim resulting from breach of this warranty.
15. **Force Majeure.** PamGene shall not be liable for any failure to perform or other damages due to force majeure, including but not limited to unforeseen circumstances or causes beyond its control, such as strikes, material or transportation shortages, transportation delay, breakdown or accident, pandemics, epidemics and/or natural causes.
16. **Limited Product Warranty.** PamGene warrants that a Product will perform generally according to its specifications and is free from defects, faulty materials or faulty workmanship. PamGene does not provide any other warranties, including without limitation, any implied warranties of merchantability and fitness for a particular purpose. Customer acknowledges and agrees that, in any event, the sole remedy with respect to a non-conforming or defective Product shall be the free of charge replacement by PamGene of such non-conforming or defective Product. In the event Customer wishes to return a Product under this limited product warranty it shall contact PamGene in writing specifying the Product the Customer wishes to return and the reasons for the desired return of the Product, as specified in section 13. No Products shipped under this Agreement may be returned to PamGene without the express prior authorization of PamGene. This limited product warranty shall not apply to any Product or parts thereof, that (a) has had the serial number, model number or identification markings altered, removed or rendered illegible; (b) has been damaged by or subjected to improper installation, use or operation, misuse, neglect, or from any other cause beyond PamGene's control; (c) has been repaired or altered by any other than PamGene or without PamGene's prior written consent; (d) of which the shelf life has expired and/or (e) has been used in any way other than in strict compliance with PamGene's instructions provided with the Products. This limited warranty does not include costs of labor required to remove or reinstall Products on site.
17. **Intellectual Property Rights.** Any intellectual property rights contained in and/or used in the course of manufacturing and developing the Products and/or providing the Services, including but not limited to patent rights, design rights, trademarks, copyrights (including Software), semiconductor rights and trade secrets, shall remain the exclusive property of PamGene and/or, where applicable, its licensors. The sale and delivery of the Product and/or Services to Customer does not in any way, either express or implied, grant any license to Customer to use the aforementioned intellectual property rights contained in and/or used in the course of manufacturing and developing the Product and/or providing the Services, other than as specified in the Specific Terms. The Customer acknowledges and agrees that it is prohibited to reverse engineer, alter or disassemble the Product other than expressly permitted by applicable law.
18. **Product Improvements and Discoveries.** Customer hereby grants to PamGene a non-exclusive, worldwide, fully sublicensable, fully paid-up, royalty-free, irrevocable, perpetual license to all Product Improvements. A "Product Improvement" shall mean any invention conceived or reduced to practice using a Product that relates to (a) design, manufacturing, layout or packaging of PamChip arrays and Products; (b) assay techniques that may be used in connection with Products; or (c) (bio)informatics software analysis techniques relating to the extraction of data generated using Products. "Product Improvements" shall not include data generated using Products or discoveries derived therefrom (except as expressly set forth in (a) – (c) above). Customer hereby accepts the duty to disclose any new discoveries derived from data it obtained through the use of Product and grants to PamGene a first option to negotiate in good faith under "most-favored-licensee" conditions a license to said new discoveries.
19. **Customer's warranty of non-infringement.** In the event the Customer supplies any materials, including but not limited to designs, drawings, specifications or content to PamGene for the purpose of having PamGene manufacture non-standard or custom made Products, the Customer warrants that the use of such materials will not infringe the intellectual property rights of any third party and Customer shall indemnify and hold PamGene harmless for any damages and any third party claim arising out of the use of such materials.
20. **Limitation of Liability.** Other than in the event of willful misconduct or gross negligence of PamGene, PamGene shall not be liable for any direct or indirect damages arising out of or in any way connected with the sale of Products or Services by PamGene to the Customer and the use of such Products or Services by the Customer, including but not limited to any such damages arising out of a breach of any warranty herein, infringement of intellectual property rights, failure or delay in manufacture or delivery of Products or Services, or the performance of the Products or Services. In no event shall PamGene's liability for direct damages exceed the aggregate amount invoiced by PamGene and paid by the Customer for the Products and/or Services sold to the Customer in the preceding twelve (12) months. A claim will be unenforceable and lapse unless PamGene receives a written notice thereof no later than 6 (six) months after the discovery of an event or circumstance that gives or may give rise to that claim.
21. **Indemnity.** Customer shall indemnify and hold PamGene, its affiliates, and its suppliers and their respective employees, agents, directors, officers and representatives, harmless from any and all claims and other expenses, including legal fees, that in any way arise out of Customer's use of the Products and/or Customer's violation of any export or other laws or regulations and/or Customer's breach of any of the terms of the Agreement.
22. **Governing law and disputes.** The Agreement and all disputes arising from it will be governed by the laws of the Netherlands. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute between the parties shall exclusively be brought before the competent courts in Amsterdam, the Netherlands.
23. **Applicable Terms.** The sections 23 up to and including 26 shall – in addition to sections 1 up to and including 22 – apply to any Agreement relating to the performance of Diagnostic Services.
24. **Test Services.** Recognizing (i) the nature of the Test Services and (ii) that the quality of the Material is unknown, PamGene warrants only that it will perform the Diagnostic Services, however, cannot warrant that it will obtain (useful) Results that can be provided to Customer. PamGene reserves the right to refuse to perform any Test Services if Materials deemed by PamGene, in its sole discretion, as hazardous in nature or not deemed fit to be used for any Test Services.
25. **Results.** Any and all Results are for Research Use Only (RUO) and are not an In-Vitro Diagnostic (IVD) test result. PamGene makes no warranty, express or implied by operation of law or otherwise, with respect to (the quality of) the Results. Customer shall indemnify and hold PamGene, its affiliates, and its suppliers and their respective employees, agents, directors, officers and representatives, harmless from any and all claims and other expenses, including legal fees, that in any way arise out of the use of the Results.
26. **Materials.** Customer represents and warrants that (i) it is entitled to provide PamGene with the Materials, (ii) it has obtained all required consents and/or approvals necessary to provide PamGene with the Materials and to use the Materials, (iii) the Materials are or have been procured and supplied to PamGene ethically and in full compliance of any and all applicable law, regulations, or codes of practice relating to the use of the Material, (iv) the Material will be supplied to PamGene without any information or data that could result in the donor of the Material being personally identifiable by PamGene and (v) the Material may be used by PamGene for the Diagnostic Services.