

To **University of Eastern Piedmont**

DISS - Neurobiology Laboratory
Via Solaroli, 17 Novara

Country Italy

Your Ref Dilan Arslan

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Our ref. Federico Montechiaro

Quote n.	UBQ6621	Date	22/09/2025
Shipment by	Courier		
Payment	Your current terms with Ugo Basile		
Bank details	INTESA S. PAOLO C/C 10500 IBAN code = IT79M0306950250100000010500 BIC = BCITITMMXXX		
Warranty	1 years from shipping date	Delivery days	45
		Quote validity days	60

Q.tv	SKU	Product Description	€ unit price	€ tot price	Disc. %	€ tot net
1	40173	Y-Maze for Mouse, with non-reflecting grey floor	1'660.00	1'660.00		1'660.00
1	40143	Elevated Plus Maze for Mouse with non reflecting grey floor	1'320.00	1'320.00		1'320.00
1	47434	Open Field Cage 400x400mm, with grey non-reflecting base and uprights to fit sensors 7435/3436	980.00	980.00		980.00
1	Shipment	Shipment via courier	120.00	120.00		120.00

Total Euro	4.080,00 (Excluding Tax)
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Where applicable, instruments conform EU directives 2006/42/CE, 2014/35/UE, 2014/30/UE, 2011/65/UE, 2015/863/UE and are labeled with CE mark. The instruction manual is supplied in English language only.

Acceptance of the sales offer entails acceptance of the attached General Conditions of Sale upon which said offer has been construed and which Customer acknowledges to have received, read and understood.

IMPORTANT NOTE ON PAYMENT: UGO BASILE does not hold bank accounts outside Italy. Be warned against improper solicitations from fraudulent entities. Poachers typically send messages informing about changes in the bank account. Please cross check bank details on pro-forma invoice and order acknowledgement. In case of any doubt, please call us!

INSTRUMENTS FOR BIOLOGICAL RESEARCH – items for laboratory use only

COUNTRY OF ORIGIN : ITALY (EUROPEAN COMMUNITY)

Customs Tariff Code : 9027 89 90

GENERAL SALE CONDITIONS

1. DEFINITIONS

In these conditions:

"Company" shall refer to UGO BASILE S.R.L., Via Giuseppe di Vittorio 2, 21036 GEMONIO (VA), ITALY.

"Customer" means the person, firm, company or institution with which the Company contracts.

"Contract" means the sale contract made or to be made between the Company and the Customer and subject to these General Conditions of Sale.

"Goods" means all or any of the products which the Company is to sell to the Customer in accordance with the Contract.

2. CONTRACT TERMS AND CONDITIONS

2.1 All contracts between the Company and the Customer, once accepted and executed according to the terms and conditions set forth herein, shall be subject to the present General Conditions of Sale, which shall apply to the exclusion of any other terms or conditions, express or implied. The Company shall not be bound by any representations, promises or inducements by its agents or employees if not specifically set forth herein. No course of prior dealings between Company and Customer and no usage of trade shall be relevant or admissible to supplement, explain or vary any terms of the Contract. The Customer acknowledges that this agreement represents the full, final and entire understanding by and between the contracting parties and no other representations, understandings or agreements have been made or relied upon in the acceptance of this Contract other than those specifically set forth herein, and that there are no warranties that extend beyond the warranty set forth herein or otherwise emanating from the Warranty Book foreseen in par. 8.2 below, which although a separate document, does constitute an integral part to this Contract.

2.2 Quotations and offers are not binding unless specified otherwise. All descriptive and technical specifications, illustrations, drawings, catalogues, measurements, etc. are approximate and binding only if specified as binding.

2.3 Any quotation submitted by the Company amounts to an invitation to treat and not to an offer. The Contract shall not be taken to have come into existence unless and until the Company shall have confirmed the acceptance of the Customer's order in writing.

2.4 Following acceptance in writing by the Company of the Customer's order, no cancellation and/or suspension, either in whole or in part, may be made by the Customer other than with the prior written consent of the Company and upon terms that the Customer shall indemnify the Company in full against all loss, costs, damages and expenses incurred by the Company as a result or in connection with the cancellation.

2.5 Should one or more of these General Conditions of Sale be held invalid, all other provisions hereof shall remain in full force and effect.

2.6 The Company is entitled to modify technical specifications or to introduce improvements in the Goods without need of prior notice or obligation to modify the Goods for orders already confirmed as accepted.

2.7 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms. It shall be a condition precedent to the performance by the Company of its obligations under the Contract that all necessary licences, permits and consents as well as statutory, regulatory, municipal and similar requirements be obtained by the Customer.

2.8 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade-mark or other industrial or intellectual property rights of any other person or company which results from the Company's use of the Customer's specification.

2.9 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or European Community requirements or, where the Goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.

2.10 The Contract is personal to the Customer, who will not assign or in any way part with the benefit thereof without the Company's written consent.

3. PRICES

3.1 If prices are quoted ex-works, they shall not include VAT, taxes, packing and transportation charges, or -even if applicable- any other charges for erection, installation, service, maintenance, training or demonstration unless otherwise specified.

3.2 If prices are quoted DAP, CPT or CIP, they shall include VAT and taxes only to the extent expressly set forth in writing.

3.3 DAP, CPT or CIP deliveries do not modify the extent of the Company's obligations which are fully discharged by delivery of the Goods to the shipping agent in accordance with Article 1510, par.2, of the Italian Civil Code.

4. DELIVERY

4.1 Unless specifically indicated as binding, any indication quoted by the Company as to delivery time is an estimate only. The Company shall not be liable for any failure to meet any such estimate, nor for any loss, cost, damage or expense whether financial or otherwise, resulting directly or indirectly therefrom.

4.2 In case of binding delivery time, if so expressly agreed in writing, the latter will be calculated from the date of the order acceptance and in any case shall not commence prior to Company receiving all necessary technical data from the Customer or before the parties have reached full agreement on all the features of the Goods and the attachments thereto. The Company shall not be liable for delivery delay caused by late or incorrect issuance of payment documents such as letters of credit, warranties and similar instruments by the Customer.

4.4 The Company shall not be liable for delays in delivery resulting from acts of God or force majeure such as but not limited to government orders, strikes and labour unrest, lockouts, insurrections, delay in delivery of important raw materials or of any circumstances beyond the Company control. Neither of the aforementioned events shall entitle the Customer to cancel the contract and the delivery time shall be extended accordingly.

4.5 The Company shall be under no liability to the Customer in connection with any damage or loss in transit where delivery takes place at the Company's premises. Notification of short delivery or damage in transit must be made in writing to the Company within 48 hours of the receipt of the goods. 4.6 If the Customer fails to take delivery of or collect the Goods or fails to give the Company adequate delivery instructions at the time notified by the Company then the Company shall (without prejudice to its other rights and remedies):

- Store the Goods charging the Customer for the costs and/or
- Sell the Goods charging the Customer for any shortfall below the price under the Contract.
- Be indemnified to the full price under the Contract of the Goods and all the incurred cost and expenses.

5. SHIPMENT

5.1 All shipments are for the Customer's account and at its own risk whether or not CIP conditions are

applied. If 0217U15 conditions are agreed, a prime shipping agent shall be selected or agreed with Customer. Said shipping agent shall perform its services in the sole interest of the Customer and its liability or lack of performance shall not be opposed to the Company.

5.2 The Customer shall accept Goods delivered regardless of whether they arrive damaged or incomplete, notwithstanding the Customer's rights under Section 8.

6. RISK AND TITLE

6.1 Risk in the Goods shall pass to the Customer immediately upon delivery ex-works to the shipping agent if CIF shipment is agreed or to the Customer or Customer's agent if ex-works delivery is agreed.

6.2 Notwithstanding delivery, the contracting parties agree that all sales shall be subject to title retention according to Article 1523 of the Italian Civil Code until all payments, instalments and amounts due hereunder are paid in full.

7. PAYMENTS

7.1 The Customer shall make payments in full within the due date and in accordance with the terms of payments agreed and confirmed by the Company in its written acceptance of the order.

7.2 Any Contract is subject to credit approval. Depending upon the credit standing of the Customer, at any time prior to delivery of the goods the Company may modify the payment terms.

7.3 In case of late payment the Company shall charge default interest at the rate set forth in the Italian Decree 231/02 on late commercial payments.

7.4 If prior or after delivery the Customer's financial situation appears, in the sole judgement of the Company, to be deteriorating, or if Customer (a) fails to perform any of its obligations; (b) dies or is dissolved; (c) any proceedings in bankruptcy or receivership are instituted; (d) any action or forfeiture

is brought against the Goods, the Company may, at its option, cancel or terminate the Contract or request immediate payment in full of any amounts still outstanding.

7.5 The Customer shall not be entitled to withhold or delay payments of any sum due to the Company or to exercise any right to set-off payments whatsoever and howsoever.

8. WARRANTY

8.1 These terms of warranty apply to any Goods sold by the Company to the Customer in accordance

with this General Conditions of sale. 8.2 Customer acknowledges that terms and conditions of Warranty are set forth in the Order Confirmation and User's Manual pertaining to the item sold. Warranty is valid for a period of 24 months

from the date of sale. The Customer acknowledges that although these terms and conditions are contained in a separate document, they are deemed to be an integral part of the sales contract and replace and substitute, by the express agreement of the contracting parties, any other legal warranty,

remedy or instrument that may be held applicable by the law.

8.3 The warranty does not extend to hand labour nor to parts, materials or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of

of the terms of warranty as given by the respective manufacturer to the Company.

8.4 This warranty is conditional upon:

a) Prompt notification in writing to the Company of any defects or lack of conformity in accordance with the terms and conditions set forth in the Warranty book and in any case not later than 8 (eight) days from the date of discovery. Belated or untimely notifications after 8 (eight) days from the date of discovery shall not give title to any rights hereunder.

b) Return to the Company of the defective part with the transportation charges pre-paid.

c) Recognition of the warranty claim as justified.

8.5 Assessment as to the nature and cause of defects will be solely made by the Company or its appointee at the Company's premises. All expenses for inspections authorized by the Company shall be borne by the Customer.

8.6 The Company shall be under no liability in respect of any defect of materials where supplied by or on behalf of the Customer or arising from drawings, design or specifications supplied by the Customer.

8.7 Performance of warranty is suspended in case of overdue payment by the Customer in respect of

of the Contract terms. Unsettled warranty claims shall not entitle the Customer to withhold or to abate payments or to rescind the Contract. 8.8 All technical specifications are subject to manufacturing tolerances. The warranty does not apply in respect of fair wear and tear and shall terminate in case of

willful damage, negligence, lack of proper maintenance or servicing, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company's approval, use of non-original spare parts.

8.9 Notwithstanding and without limitation to any other provision hereof in no event will the Company

be liable under any terms of or otherwise in connection with the Contract for lost profits or any other incidental or consequential damages. Any right or claim related to the Goods sold or arising in connection to their use whether for damages to persons or property are all hereby irrevocably waived

by the Customer. Delays or time required for repairs shall not entitle the Customer to claim for damages, postponement or extension of the warranty period.

9. DISPUTES, PLACE OF JURISDICTION

9.1 This Contract shall be governed by the laws of Italy on sales contracts.

9.2 Any disputes that may arise in connection with the sale of Goods or these General Conditions of Sale shall be subject to the sole jurisdiction of the Court of Bologna, Italy. However, provided that the

Company is the Plaintiff, Customer also consents to the jurisdiction and service of process of the Courts where its main place of business is located.

Pursuant to Articles 1341, 1342 of the Italian Civil Code, the following conditions are specifically approved: 2.1 (representations and warranties of Company, waiver of rights) 2.3 (conditional sale)

5.1 5.2 (shipping agent, acceptance of goods, waiver of rights) 6.2 (title retention) 7.3 (interest) 7.4 (cancellation of order) 8.2, 8.4 (warranty, waiver of rights) 9.1, 9.2 (waiver of rights, governing law and jurisdiction)