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Réf. à rappeler R-01131795A

Nottingham, 24/9/2012

Date d'expiration: 24/10/2012

CNRS

Mme Mélanie Bonhivers
CNRS - UMR 5234
Microbiologie Fondamentale et
Pathogénicité - MFP
Group Cytoskeleton Biogenesis in
Trypanosomes
Université Bordeaux 2, Bat. 3A
146, rue Leo Saignat
33076 BORDEAUX CEDEX
FRANCE
+335-57-57-48-38

Madame,

Nous avons le plaisir de vous faire parvenir ci-joint, un devis sur les références ayant retenu votre attention.

Notre Service d'Assistance Technique est à votre écoute pour tout conseil concernant nos produits et leurs applications.

Vous pouvez joindre nos spécialistes :

- par téléphone au 01 30 12 70 70
- par télécopie en composant le 01 30 12 70 58
- via notre site web à l'adresse suivante : <http://www.millipore.com/techservice> ou www.merck4biosciences.com

Restant à votre disposition, nous vous prions d'agréer, Madame, l'expression de nos salutations distinguées.

Baptiste Menard
Account Manager
06 65 87 11 80
baptiste.menard@merckgroup.com



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Offre de Prix

Référence	Description	Qté	P.U.H.T. (€)	Remise (%)	P.U.H.T. Net (€)	Total Net H.T. (€)
1. 71340-3	pCDFDuet-1 DNA 10UG	1	315,00	8,0%	289,80	289,80
2. 71146-3	pETDUET-1 DNA 10UG	1	315,00	8,0%	289,80	289,80
3. 71147-3	pACYC DUET-1 DNA 10UG	1	315,00	8,0%	289,80	289,80
4. 71406-3	pCOLADuet-1 DNA 10UG	1	315,00	8,0%	289,80	289,80
Montant Total HT (€)						1 159,20

IMPORTANT:

Veuillez rappeler le n° de notre devis (R-01131795A) sur votre bon de commande. En l'absence de ce numéro de devis sur votre bon de commande, le tarif public en vigueur sera appliqué.

Baptiste Menard

Account Manager

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Cette offre est valable uniquement pour toute commande passée directement chez Merck Chemicals Ltd et pour le montant total stipulé ci-dessus.

Au cas où vous ne souhaiteriez pas être livré et facturé en une seule fois, vous avez la possibilité d'échelonner les livraisons sur une période de 12 mois, à la fin de laquelle tout reliquat sera expédié et facturé.

Spécifications

- Configurations de conditionnement – selon catalogue
- Spécifications qualité – selon notre catalogue

Informations commande:

- Tel 0800 699 620 / Fax 0800 348 630 (numéros verts) - e-mail customer.service@merckgroup.com
- Délai de livraison: 1-2 jours, sous réserve des stocks disponibles
- Frais de port: 15 € pour toute commande inférieure à 500€.
- Franco de port pour toute commande supérieure à 500€ (courrier, fax, téléphone)
- Franco de port pour toute commande supérieure à 250€ passée via notre site web (www.merck4biosciences.com)
- 21 € en supplément si le produit voyage en Blue ou Dry Ice
- Nos prix s'entendent nets
- Paiement à 30 jours date de facture
- Prix fermes et définitifs jusqu'au 24/10/2012.

Conditions générales:

- L'application de l'offre ci-dessus peut être soumise à l'approbation du crédit client
- Toute commande passée à Merck Chemicals Ltd implique l'acceptation des Conditions Générales de Vente stipulées dans nos catalogues et sur nos factures
- Cette offre n'est pas cumulable avec d'autres offres ou remises
- Toute commande relative à la présente offre doit être effectuée par écrit et ne peut être annulée ou retournée
- Nos produits sont vendus avec une garantie limitée spécifiée dans nos Conditions de Vente accompagnant chaque produit vendu
- Nos produits sont exclusivement destinés à des usages de laboratoire et ne peuvent être utilisés à des fins de médecine humaine ou à des usages pharmaceutique ou diagnostique
- Nos produits ne peuvent ni être revendus ni modifiés pour être revendus ou utilisés pour la fabrication de produits à des fins commerciales sans le consentement écrit de Merck Chemicals Ltd

TERMS AND CONDITIONS OF SALE

Interpretation In these Conditions, save where the context requires otherwise:-			
1.(a)	"the Buyer" means the person with whom the Company is contracting; "the Company" means Merck Chemicals Limited; "the Goods" means the goods sold or to be sold by the Company to the Buyer.	(c)	The Company's liability under Condition 9(b) shall be limited to replacing the defective Goods or (at the Company's option) issuing a credit note to the Buyer for a corresponding proportion of the price and the Company shall not be under any other liability thereunder whatsoever.
(b)	headings are for ease of reference only and shall not affect construction; and	(d)	No claim will be met by the Company under Condition 9(b) if, in the opinion of the Company:- (i) the defect is not due solely to defective materials or manufacture; or (ii) the Goods have been misused or subjected to neglect or carelessness or involved in any accident or adulteration or dealt with contrary to any directions issued by the Company.
(c)	words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof	(e)	The warranty contained in this Condition is specifically limited to the Buyer and no warranty is made to any other person, whether subsequent Buyer or user, or to any bailees, licensees, assignees, employees, agent or otherwise.
Conditions		(f)	The Company gives no warranty and makes no representation that any sale or use by the Buyer of the Goods will be free from infringement of any patent or other intellectual property right owned or controlled by any third party.
2.(a)	These Conditions shall apply to every sale made or agreed to be made by the Company. No order given by the Buyer shall constitute an agreement for sale until accepted by the Company on these Conditions whether by the Company's form of acknowledgment of the Buyer's order or by the despatch of the Goods in pursuance thereof. Any conditions submitted, proposed or stipulated by the Buyer in whatever form, whether written or oral, are expressly waived and excluded.	Property	
(b)	No change to these Conditions shall be binding unless agreed in writing by the Company.	10.(a)	Notwithstanding delivery the property in the Goods will remain in the Company and subject to the following provisions of this Condition the Buyer will hold the Goods as bailee for the Company until payment in full of the price for the Goods and all other sums due from the Buyer to the Company on any account whatsoever (in this Condition referred to as "Payment").
(c)	No contract to which these Conditions apply shall be a sale by sample.	(b)	If the Buyer (before Payment) sells the Goods to any third party it shall, as between the Buyer and such third party sell as principal but as between the Buyer and the Company, the Buyer shall sell as the fiduciary agent of the Company.
Cancellation		(c)	The Buyer shall hold the proceeds of any such sale separate and for the Company's account pending Payment or shall if the Company so requires authorise and direct such third party to pay to the Company all sums due to the Buyer in respect of the Goods so sold and assign to the Company the debt owed to the Buyer by such third party.
3.(a)	The Buyer may not cancel the contract without the written consent of the Company, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Company against all loss, damage, claims or action arising out of such cancellation unless otherwise agreed in writing.	(d)	The Buyer shall keep the Goods in good condition, and separate and clearly identified as the property of the Company until Payment.
(b)	The Company reserves the right to make a cancellation charge if the Goods have been acquired by the Company specifically to fulfil the order.	(e)	After delivery and until Payment the Buyer shall keep the Goods fully insured and if the Goods are lost or destroyed shall hold the proceeds of insurance for and to the order of the Company pending Payment.
Modification		(f)	The Company may at any time without notice recover possessions of Goods the property of the Company and the Buyer grants to the Company irrevocable licence to enter for that purpose any premises then occupied by the Buyer.
4.(a)	Following acceptance of an order the Company may make any modification or improvement to any of the Goods without notice to the Buyer.	(g)	The Company shall be entitled to maintain an action for the price of the Goods, notwithstanding that the property in them has not passed to the Buyer.
(b)	An order which specifies goods "as previously supplied" shall not be a binding specification and the Goods will be supplied to the nearest current specification available.	Liability	
Prices		11.(a)	All descriptions, representations, specifications, samples, colours, illustrations and other particulars furnished or made orally by the Company or in catalogues, price lists or other documents issued by the Company are given for general information purposes only and the Buyer acknowledges that it is not entering into the contract in reliance upon any such description, representation, specification, sample or other particular.
5.(a)	The price of the Goods is exclusive of any taxes (including without limitation value added tax) duties and other impositions, all of which shall be paid or borne by the Buyer.	(b)	Some Goods are intended primarily for laboratory research purposes as indicated in the Company's catalogue and other technical literature. Unless otherwise stated on product labels, in Company's catalogue or in other literature furnished to Buyer, these goods are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. The Buyer shall indemnify and keep indemnified the Company against all liabilities and claims which may be made against the Company by any third party arising from the use or sale of the Goods by the Buyer.
(b)	The Company reserves the right by notice given whether orally or in writing at any time before delivery to vary the price of the Goods. The Company shall give the Buyer notice of such a price increase and shall not deliver the Goods affected if the Buyer shall cancel the undelivered balance of the contract by notice to the Company served within three days of receipt of the Company's notice hereunder.	(c)	Except to the extent specifically provided for in these Conditions, the Company shall not be liable whether in contract, tort or otherwise for any loss, damage or injury however caused or arising from any defect in, failure in, or unsuitability for any purpose of, the Goods.
(c)	The Company reserves the right either to make a separate charge for packaging and delivery or to apply a surcharge on a single order below a minimum order value.	(d)	The Company shall not in any event be liable for any indirect or consequential loss whatever and however caused.
Payment		(e)	Nothing in these Conditions shall exclude or restrict any liability for death or personal injury resulting from the Company's negligence as that expression is defined in section 1 of the Unfair Contract Terms Act 1977.
6.(a)	Payment shall be made in full within 30 days from the date of the invoice provided always that the Company reserves the right to request payment in advance of dispatching the Goods. Time for payment is of the essence of the contract.	Waiver	
(b)	If any sums become overdue, the Company may (without prejudice to any other right or remedy available to it) suspend all further deliveries until payment in full thereof has been made or cancel the contract as regards any Goods which remain to be delivered thereunder.	12.	No failure or delay by the Company in exercising any right hereunder shall operate as a waiver thereof or extend to or affect any other or subsequent event or impair any rights or remedies consequent thereon or in any way modify or diminish the rights of the Company under these Conditions.
(c)	The Company may charge interest at 2 percent, per 28 days on any sum not paid on the due date. Such interest shall run from day to day and accrue after as well as before any judgment and shall from time to time be compounded monthly on the amount overdue until payment thereof.	Assignment	
(d)	The Buyer shall not be entitled to withhold payment on the grounds that it has a claim or set-off against the Company.	13.	The Buyer shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person.
Delivery		Severance	
7.(a)	Unless otherwise agreed in writing all Goods shall be despatched by a suitable method of delivery determined by the Company. Where special delivery arrangements are required these must be agreed with the Company at the time the order is submitted. The time for delivery shall not be of the essence and any times quoted for delivery shall be treated as estimates only. The Company shall not be liable for any loss whether arising directly or indirectly from delay in delivery.	14.	If any Condition shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other Condition all of which shall remain in full force and effect.
(b)	The Company shall be deemed to have delivered the Goods at the time of arrival of the carrier of the Goods at the Buyer's place of delivery.	Notices	
(c)	After delivery the Goods shall be at the Buyer's sole risk in respect of all loss or damage arising from any cause whatsoever unless the Buyer shall notify the Company in writing: (i) within 3 days of delivery if there is any damage, discrepancy or shortage in the Goods delivered; or (ii) within 3 days of the date of the Company's invoice if there is a total loss or nonreceipt of the Goods, and shall comply with all requirements of the relevant postal service regarding damage, discrepancy, shortage or loss whereupon the Company's liability shall be limited to replacing the relevant Goods and the Company shall not be under any other liability whatsoever.	15.	Any notice to be given under these Conditions may be delivered, or be sent by first class prepaid post addressed to the party to be served at the address for such party last known to the party giving the notice or may be transmitted by fax to the fax number of the party to be served last known to the party giving notice. Notices served by post shall be deemed served 48 hours after posting and notices served by fax shall be deemed served 24 hours after the recipient's fax machine shall have acknowledge receipt.
(d)	The Company may deliver the Goods by instalments and may invoice the Buyer for each such instalment.	Force Majeure	
Return of Unsuitable Goods		16.	Any contract to which these Conditions apply is subject to cancellation by the Company or to such variation as it may find necessary by reason of inability to secure labour, materials, transport or supplies or by reason of strike, lock-out, trade dispute, weather conditions, hostilities, legislation, Act of God or any cause whatsoever beyond the control of the Company.
8.(a)	The Company may at its sole discretion accept the return of unsuitable Goods from the Buyer on condition that the minimum value of such unsuitable Goods exceeds A£250 provided always that notification of intention to return by the Buyer is made to the Company within 10 days of delivery of the Goods and that the Goods and packaging materials are in a re-saleable condition.	Governing Law	
(b)	If the Goods have been opened, defaced or otherwise damaged in any way whatsoever, the Company reserves the right to refuse return or make a charge for putting the Goods back into a condition which is saleable unless the cause of the return was due to a manufacturer's error. The Company reserves the right to charge for freight and handling.	17.	These Conditions shall be governed by and construed in accordance with English law and the Buyer submits to the non-exclusive jurisdiction of the English Courts.
(c)	The Company reserves the right to make a re-stocking charge for returned Goods.		
Claims			
9.(a)	To the extent permitted by law, all conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and the provisions of these Conditions shall apply in lieu thereof.		
(b)	The Company shall not be liable for defective Goods unless the Buyer gives written notice to the Company within the period of time as specified by the Company from time to time or within 3 months of delivery (whichever is the shorter) specifying with reasonable detail any matter whereof it is alleged that the Goods are defective.		