

Dr. Hodaya Laufer,

Thank you very much for your inquiry.

Enclosed please find the requested quote. If this offer meets your requirements, please send your order to israel_sales@bio-rad.com. Please also **cite the Bio-Rad quotation number QQ157968-CPQ21**.

After receiving your order, we will prepare the delivery of the items and, if necessary, the installation of the instruments. You will receive the invoice after shipping or installation.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ari Zurr

Account Manager

+972 526620556

ari_zurr@bio-rad.com



Quotation Number :

QQ157968-CPQ21

Bio-Rad Israel
14 Homa Street
New Industrial Area
Rishon Le Zion
Israel 75150
Phone: 03-9636000 ext. 6121
Fax: 03-951 4129

Date: 14.10.2021

Dr. Hodaya Laufer

CENTARIX BIOTECH LTD
3 Hamarpe
9777403 Jerusalem
Israel

Phone: +972-528363706

Fax:

Email: hodaya@centarix.com

Quote Expiration Date: 31.12.2021

Payment Terms: 1 month due net from month end

Sales Rep: Ari Zurr
ari_zurr@bio-rad.com
+972 526620556

Incoterms: DDP

Sold To #: 0001082111

Ship To #: 0001082111

	Part Number	Qty	Description	List Price	Unit Discount	Extended Price
1	1814040	1	PCR Plate Heat Seal, foil, pierceable Pkg of 100, foil seals for PCR and QX200/ QX100 Droplet Digital PCR System applications, for use with PX1 PCR Plate Sealer	₪ 385.00	0.00%	₪ 385.00
2	1863004	1	ddPCR™ Droplet Reader Oil 2 L (2 x 1 L), oil for use with droplet reader in the QX200™/QX100™ Droplet Digital™ PCR Systems	₪ 4,609.00	0.00%	₪ 4,609.00
3	1864034	1	QX200™ ddPCR™ EvaGreen Supermix 500 x 20 #l reactions, 5 ml (5 x 1 ml), 2x supermix, for use in sample preparation with the droplet generator in the QX200 Droplet Digital PCR System	₪ 1,956.00	0.00%	₪ 1,956.00
4	1864006	1	QX200™ Droplet Generation Oil for EvaGreen 70 ml (10 x 7 ml), oil for use with the droplet generator in the QX200™ Droplet Digital™ PCR System	₪ 1,150.00	0.00%	₪ 1,150.00

Sub Total: ₪ 8,100.00

Freight: ₪ 0.00

VAT: ₪ 1,377.00

Total: ₪ 9,477.00



A Simple Way to Manage Your Business Online

My Bio-Rad is a convenient way to manage your Bio-Rad orders and activities. By registering online, you will have access to: online ordering, account prices, batch number visibility, stock availability, shipment tracking, downloadable invoices, and order history.

[Click here to register](#)

If you already have an account, you can redeem this quote by clicking here:

[Add To Cart](#)

Notes

All prices quoted are in Israel NIS.

Please mention the quotation number QQ157968-CPQ21 when placing an order.

Additional Conditions

לתשומת לבכם יש לשלוח את ההזמנה לחברת ביו-ראד ישראל בע"מ (ח.פ. 512983065)

הזמנות בסכום נמוך מ- 200 ש"ח יחוייבו בדמי טיפול בסך 50 ש"ח + מע"מ



מכון התקנים הישראלי

We confirm that the company Bio-Rad Laboratories is the sole manufacturer and distributor of the above the offered products. Bio-Rad Laboratories AG is certified according to the standard for quality (ISO 9001) and environmental management systems (ISO 14001).

The special conditions in this offer cannot be granted retrospectively on orders already placed. This offer cannot be combined with other promotions, discounts or framework agreements.

Please note our enclosed terms and conditions.

BIO-RAD LABORATORIES STANDARD TERMS AND CONDITIONS OF SALE

Applicable from 1st January 2021



These Standard Terms and Conditions of Sale ("T&Cs") set forth the terms and conditions that apply to all sales of tests and diagnostic, life science and food systems and instruments (the "Products") and quality control management systems (the "Services") by means of a purchase order or other written order ("PO") received by an affiliate of Bio-Rad Laboratories, Inc. or an affiliate in its global group of companies ("Bio-Rad") from the entity identified in the PO as the buyer ("Buyer"). The Buyer is a final user of the Products. Unless additional written terms or conditions, or another contract, are concluded between Bio-Rad and the Buyer, these T&Cs exclusively apply to the sales of Products and Services and are referred to herein as the "Agreement".

1. Agreement

1.1 Any Agreement formed as mentioned above implies full and unconditional acceptance by Buyer of these T&Cs. General terms and conditions or terms of purchase of Buyer shall under no circumstances be applicable to any individual agreement or PO, even if such terms and conditions are referenced in declarations, documents, orders or in any other way. Any change or amendment to this Section shall only be valid if it is made in writing, is explicitly referring to this Section and is signed by both Bio-Rad and Buyer.

1.2 This Agreement sets forth the entire agreement between Buyer and Bio-Rad with respect the sale of Products and Services and supersedes any and all prior agreements relating to the same subject matter. This Agreement may not be modified, except in writing signed by an authorized Bio-Rad representative. Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Bio-Rad.

1.3 If one of the clauses in this Agreement is deemed or declared invalid, unenforceable, or illegal, the validity of other clauses will not be affected. Bio-Rad reserves the right to change the terms of these T&Cs at any time.

2. Orders

2.1 Orders must be made in writing, by sending Bio-Rad a PO. A PO constitutes a firm offer by the Buyer and may not be revoked or cancelled at any time. No order can bind Bio-Rad until Buyer receives confirmation that Bio-Rad has accepted the PO. Bio-Rad shall not be bound by any other communication or prior verbal agreements not reduced to writing and signed by Bio-Rad. Bio-Rad will fulfill orders within the limits of its stocks and production capacity. If unable to fulfill Buyer's order, Bio-Rad reserves the right to cancel any PO even if prior accepted by Bio-Rad, to reschedule any delivery or proceed by partial deliveries without being held liable.

2.2 Bio-Rad reserves the right to make changes to the Products or Services at any time. If any such change modifies the cost or time required for the performance of any part of the work under the Agreement, then Bio-Rad and Buyer shall discuss in good faith whether a written modification should be made to the Agreement to adjust the price or delivery schedule, or both. Any claim by Buyer for such an adjustment must be made in writing within thirty (30) days of the receipt of any such notice provided by Bio-Rad.

3. Prices and Payment Process

3.1 Prices lists of the Products and Services shall be communicated to the Buyer. Invoices shall be issued on the basis of the price list in force on receipt of PO. Prices may be modified at any time by Bio-Rad subject to one month's notice. All prices for the purchase of Products or Services from Bio-Rad are in the currency stated on the invoice and are exclusive of all taxes, excises, freight and insurance. Buyer shall be liable for such taxes, excises, freight and insurance and these will appear as a separate item on Bio-Rad's invoice. Prices do not include installation and training, unless otherwise stipulated in writing.

3.2 Invoices must be paid by the Buyer in one installment, either by bank transfer to Bio-Rad's account mentioned on the invoice, or by bank collection from the Buyer's account. Payment must occur no later than thirty (30) days from the date of issuance of the invoice. Total or partial non-payment of an invoice on its due date shall (i) render payment of all other outstanding invoices immediately due and payable, without notice of default and (ii) automatically entail the application of default interest on the outstanding amount from the day following the payment date shown on the invoice until payment of the overdue sum, whether before or after judgment, and interest under this Section 3.2 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Total or partial non-payment also entitles Bio-Rad to suspend current or future deliveries until full payment of the sums due by Buyer.

4. Delivery, Shipment, Reception, Claims and Returns

4.1 Packaging and shipment costs are borne by Buyer. All Products shall be suitably packed in Bio-Rad's standard shipment packaging, marked, and shipped in accordance with Bio-Rad's applicable specifications using a carrier of Bio-Rad's choice. Products may be shipped, depending on lead time and availability, in installments. Each installment shall be invoiced and considered as a separate sale. Unless otherwise agreed, Buyer shall clear any imported Products at the point of import and pay all relevant duties.

4.2 Unless otherwise agreed between Bio-Rad and Buyer, the transfer of risks will take place on the day and at the place of receipt of the Products. Delivery terms (Incoterms 2020) shall be set forth in any Quotation or any precontractual documents provided by Bio-Rad to Buyer. Delivery times provided by Bio-Rad on order confirmation are only indicative. If exceeded, Buyer has no right to cancel a PO, to refuse the Products, to claim damages or to suspend any payment whatsoever. Buyer must be available at the time of delivery. Failing this, the carrier will issue a delivery notice indicating to Buyer the procedure to follow for a new delivery of the Products. In this case, Buyer will assume any financial burden as well as the responsibility related to the non-delivery or late delivery of the Products.

4.3 Buyer shall immediately inspect all deliveries for shipping damage upon receipt. If any damage is noticed, Buyer shall accept the shipment only after the driver has noted the damage on both carrier's and Buyer's copies of the delivery receipt. After delivery, Buyer shall promptly inspect all shipments for concealed shipping damage or shortages, and notify the carrier within three (3) days and notify Bio-Rad by writing within seven (7) days of delivery (or within 7 days from the date of non-receipt in case of non-delivery). In the absence of such notification, Buyer waives any right to make any claim relating to the damaged or missing Products, including, without limitation, under the warranty set forth herein. If Bio-Rad delivers any Products in quantities that are less than the quantities specified in the PO, Buyer shall notify Bio-Rad of the discrepancy and Bio-Rad shall deliver the confirmed missing allotment of Products. If Bio-Rad delivers any Products in quantities in excess of the quantities specified in the PO, Buyer shall return the amount of the overshipment to Bio-Rad or notify Bio-Rad of intention to retain such overshipment and pay for those quantities of Products actually accepted.

4.4 No Products returns will be accepted without the prior consent of Bio-Rad. All claims must be received within seven (7) days following receipt of the Products by the Buyer. If Bio-Rad accepts to take back the Products, Bio-Rad will send an authorization number to the Buyer. Buyer will return the Products in original conditions, following Bio-Rad guidelines. Unless Bio-Rad has made an error regarding the nature or quantity of Products ordered by the Buyer, returns costs of the Products to Bio-Rad will be borne by the Buyer.

5. Reservation of ownership

5.1 Products are sold under reservation of ownership. They remain the property of Bio-Rad until the effective payment of their entire price. According to article 4.2, risks of loss and deterioration of the Products as well as the damages they could cause are transferred to Buyer as from their receipt. The Products may not be subject to any modification,

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transformation, alteration or pledge before full payment of their price. In the event of a claim, the Products found will be deemed to be the last ones invoiced and will therefore be taken back up to the amount of the unpaid invoices.

5.2 The Buyer shall inform Bio-Rad of any threat or action that may jeopardize its ownership right over the Products. In the event of receivership or judicial liquidation of the Buyer, the latter undertakes to inform Bio-Rad as soon as possible and, subject to mandatory legal provisions in force, Bio-Rad may terminate ongoing orders.

6. Warranty

6.1 Bio-Rad warrants that Products comply with instructions intended to the user. It is only applicable to the Buyer and claims from third parties will not be honored. It is not transferable from the original Buyer to a subsequent owner. Non-consumable Products are typically warranted against defects in materials and workmanship for twelve (12) months from the date of delivery. Actual warranty period ("**Warranty Period**") appears on the packaging inserts or on the invoice. Consumable Products are warranted until the stated expiration date. Non-consumable spare parts purchased by Buyer carry a three (3) months warranty. If Bio-Rad receives notice of defects during the Warranty Period, Bio-Rad shall, at its sole discretion, either repair or replace Products which prove to be defective, provided that defect is not caused by the exclusions stated below. Any repair or replacement does not renew the warranty. To the extent permitted by law, all other terms and conditions including those implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 in relation to merchantability, quality, description, fitness for purpose and sale by sample are excluded from the Agreement.

6.2 Buyer agrees to provide full access to its premises for the purpose of installation or repair and guarantees that all instruments and work areas that are in contact with biohazardous or hazardous materials are decontaminated prior to service intervention or return of Products to Bio-Rad. In case of non-respect of this obligation, Bio-Rad reserves the right (i) to suspend its intervention until the material no longer presents a risk for the persons it will have designated to carry out the intervention, or (ii) to send back to Buyer the Products, the cost of transport being at the Buyer's expense. Buyer shall promptly notify Bio-Rad of any change in location to installed Products during the Warranty Period.

6.3 The warranty provided above does not cover damage caused by normal wear and tear, accident resulting from negligence, lack of supervision or maintenance, misuse of the Products, use with inappropriate reagents or consumables, disaster (which will include, but not be limited to, fire, flood, water, wind, and electrical surge). The warranty does not cover Products sold through an unauthorized reseller, Products not used in accordance with Bio-Rad's published documentation or which have been repaired or modified or parts which have been replaced by Buyer or any other person without the prior written consent of Bio-Rad. This Agreement does not include an extended warranty, any free Products or Services provided to Buyer, any option for the future purchase of Products or Services by Buyer nor any performance guarantees. The warranty does not apply to Products not supplied by Bio-Rad. Bio-Rad does not warrant that Products or Services will not infringe the intellectual property rights of a third party, either alone or in combination with other products.

6.4 Bio-Rad's liability under this warranty shall be limited to the gross purchase price (or annual service fee) of the relevant PO under which the activity giving rise to liability arises.

7. Licensing

7.1 Limited License: Subject to the Agreement, and to specific terms and conditions applicable to a particular Product, Bio-Rad hereby grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the Product(s) only in accordance with the written published manuals and instructions provided by Bio-Rad. Buyer understands and agrees that no right or license to any patent or other intellectual property owned or licensable by Bio-Rad is conveyed by this Agreement.

7.2 Special Licensing Terms for Bio-Rad Digital PCR and Single-Cell NGS Sample Preparation Products: Purchase of Digital PCR and Single-Cell NGS Sample Preparation products from Bio-Rad includes a limited, non-transferable right under Bio-Rad's intellectual property for Buyer to use the Products for internal research purposes only. Unless expressly stated otherwise in additional Terms and Conditions, no rights are granted for Buyer to distribute or resell the Products, or to use the Products for diagnostic uses and/or patient screening activities. Development of commercial Products or the sale of Products for use on Bio-Rad's Digital PCR and Single-Cell NGS Sample Preparation portfolio of Products requires an additional commercial license from Bio-Rad. Information concerning a license for such uses can be obtained from Bio-Rad. It is the responsibility of the Buyer/end user to acquire any additional intellectual property rights that may be required. The Bio-Rad Digital PCR Systems and/or their use is covered by claims of U.S. patents, and/or pending U.S. and non-U.S. patent applications owned by or under license to Bio-Rad Laboratories, Inc., including, but not limited to, U.S. Patent Nos. 9,089,844; 9,126,160; 9,216,392; 9,347,059; 9,500,664; 9,562,837; 9,636,682; 9,649,635; and 9,896,722.

7.3 Products Marketed for Research Use Only. Products marketed by Bio-Rad for research use only do not have the approval or clearance of the U.S. Food and Drug Administration ("FDA") and/or any other applicable regulatory authority, clearance or registration for in vitro diagnostic ("IVD") use. No license is conveyed or implied for Buyer to use, and Buyer agrees not to use, such Products in any manner requiring FDA or other regulatory approval, clearance or registration relating to IVD use.

8. Use, Resale Restrictions

Buyer is not licensed to, and agrees not to, resell any Bio-Rad-supplied Products, directly or indirectly, to any third party for any purpose or use, unless otherwise authorized by Bio-Rad in writing. If Bio-Rad believes that Buyer is purchasing Products other than for its own account without Bio-Rad's consent, Bio-Rad reserves the right to cancel any PO and withhold delivery of any Products.

9. Compliance with Laws, Anti-Corruption Compliance

Buyer shall comply with laws and regulations applicable to the performance of its contractual obligations, and, more specifically with respect to anti-corruption. Buyer shall not directly or indirectly make any offer, promise, authorization or payment of anything of value for the purpose of securing discretionary action or inaction or a decision of a government official or any other person or any improper advantage in connection with the receipt of Products or Services. Buyer shall not attempt to solicit any kickback or gratuity from Bio-Rad employees. If Buyer breaches any of its undertakings under this clause, Bio-Rad may immediately terminate any order placed pursuant to these T&Cs and terminate without notice and without liability the business relationship between the parties. In addition, Buyer agrees to indemnify Bio-Rad, to the fullest extent permitted by law, for any loss, damage or expense incurred or suffered by Bio-Rad as a result of such breach.

10. Confidentiality

Buyer undertakes to keep confidential, under all circumstances, all documents and information relating in particular to business secrecy communicated by Bio-Rad for the purposes of the performance of the Agreement, for the entire duration of its execution and for five (5) years after its execution. Buyer undertakes to use such confidential information and documents only for the purposes of the proper performance of the Agreement. Buyer undertakes to respect and to ensure that all of its employees, agents and any subcontractors respect this confidentiality agreement. Upon Bio-Rad's request, Buyer shall promptly return all documents and other materials received from Bio-Rad. Bio-Rad shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; (c) rightfully obtained by Buyer on a non-confidential basis from a third party, or (d) required to be disclosed in accordance with law, regulation or legal process.

11. Intellectual Property

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11.1 All intellectual property rights ("IPR") relating to the Products or Services, as between Buyer and Bio-Rad, are solely and exclusively owned by Bio-Rad or its licensors. Unless otherwise expressly provided, Bio-Rad's sale of Products to Buyer only grants Buyer a limited, non-transferable, non-sublicensable right under such intellectual property, for Buyer to use the quantity of the Products purchased from Bio-Rad.

11.2 Buyer shall immediately notify Bio-Rad in writing of any intellectual property claim against Buyer in relation to the Products. In the event that Bio-Rad chooses to defend the claim, Buyer shall (i) not admit any liability or take any action in connection with the claim, (ii) give Bio-Rad sole control of the defense or settlement of any such claim, (iii) provide reasonable information and assistance in such defense. If Bio-Rad concludes that the Products infringe the IPR of a third party, Bio-Rad may in its sole discretion (i) secure the right for Buyer to continue use of the Products, (ii) replace the Products with similar Products, or (iii) require Buyer to return the Products and provide Buyer with a refund of the purchase price, with a deduction in a reasonable amount for the Products' use, damage, and obsolescence.

11.3 Bio-Rad shall have no responsibility to the extent the Products (i) are supplied according to Buyer's design or instructions, (ii) are modified by Buyer after delivery, (iii) are combined with other devices, methods, systems or processes not furnished by Bio-Rad without its written consent, or (iv) are not used in conformity with Bio-Rad's written instructions.

12. Software

With respect to any software incorporated in the Products ("Software"), Bio-Rad hereby grants to Buyer a royalty-free, non-exclusive, non-sublicensable, and non-transferable license to use Software and any related documentation provided to Buyer under this Agreement solely for Buyer's internal business purposes and solely on hardware provided by Bio-Rad. Buyer acknowledges and agrees that the Software and related documentation is provided under license, and not sold, to Buyer. Buyer does not acquire any ownership interest in Software and related documentation under this Agreement. Buyer shall only use Software solely as set forth in the documentation provided by Bio-Rad and this Agreement. This license will automatically terminate when Buyer's lawful possession of the associated hardware provided by Bio-Rad ceases, unless earlier terminated as provided in this Agreement. Buyer shall not sell, transfer, license, loan or otherwise make available in any form to third parties the Software and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Bio-Rad's prior written consent. The Software may contain software, content, data, or other materials, including related documentation, that are owned by parties other than Bio-Rad and are provided to Buyer on terms that are in addition to or different from those contained in this Agreement ("Third Party Licenses"). Buyer is bound by and will comply with all Third Party Licenses and any breach of any Third Party License shall be a breach of this Agreement. Buyer is responsible and liable for all uses of the Software and documentation provided by Bio-Rad. Bio-Rad may, at its sole discretion, terminate this license if Buyer fails to comply with any term or condition herein. Buyer shall, upon termination of this license, immediately cease use of and return to Bio-Rad all Software and related documentation to include all copies. Bio-Rad will provide maintenance and support for the Software under its standard operating procedures.

13. Limitation of Liability

The restrictions on liability in this Section 13 apply to every liability arising under or in connection with the Agreement including for liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. In no event shall Bio-Rad be liable to Buyer or any third party in the event of failure to comply with the conditions of use of Products provided with technical notices, packaging and instructions specified by Bio-Rad, abnormal use of the Products, fault or negligence by the Buyer or a third party, or occurrence of an event of force majeure. If Buyer demonstrates that it has suffered a loss resulting from a fault attributable to Bio-Rad, Bio-Rad's liability is limited to the direct material loss suffered by Buyer and Bio-Rad shall not be liable for charges in excess of the purchase price of the Products or Services. It is expressly agreed that Bio-Rad may not be held liable for indirect, consequential or immaterial damages of any nature, or loss of profit, business, production, exploitation or goodwill (in each case whether direct or indirect), caused by Products or Services. Nothing in the Agreement limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and (d) defective products under the Consumer Protection Act 1987.

14. Force Majeure

Bio-Rad shall not be held liable in the event of delay, total or partial non-performance due to a case of force majeure and other unforeseeable and insurmountable events, in particular in the event of strikes, epidemics, lockouts, manufacturing accidents, acts of third parties, fires, embargoes, supply difficulties. It is expressly agreed that in order to take into account the crisis linked to the Covid-19 epidemic, Bio-Rad shall not be held liable in the event of (i) the impossibility of obtaining supplies from Bio-Rad suppliers or the impossibility of the latter to meet their own delivery deadlines vis-à-vis Bio-Rad, in particular due to containment measures or any other measures ordered by the competent authorities and (ii) supply difficulties, resulting in particular from the closure of borders, confinements or any other measures ordered by the competent authorities in France or in other States (inside and outside the European Union) in which Bio-Rad has sources of supply. The above assumptions are not exhaustive and Buyer agrees not to hold Bio-Rad liable when Bio-Rad is no longer able to perform its obligations due to the consequences resulting from the Covid-19 epidemic.

15. Governing Law and Jurisdiction

The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Agreement shall only be governed by the laws of Israel. Any dispute relating to the validity, opposability, interpretation, execution of the Agreement, or more generally to the commercial relationship between Bio-Rad and Buyer, will be brought exclusively before a court located in Jerusalem, Israel.