

7A Stuart Road, Chelmsford, MA 01824

TO: Paolo Soffitta INAF-IAPS Via Fosso Del Cavaliere 100 00133 Rome ITALY PHONE: 978-256-4512 / 1-800-255-1055 • FAX: 978-250-8625 EMAIL: Sales@McPhersonInc.com • **McPhersonInc.com**

> August 19, 2024 Quotation Number: 081924-SOF

Terms: Advance. Net 30 with acceptable purchase order **Delivery:** 4~6 weeks based on current schedules, subject to confirmation when order is placed

QUOTE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

Per your request, we are pleased to quote:

Item	Qty.	Catalog No.	Description	per Item	US\$ Total
*****	*****	*****	******************	*****	
1	2	R-Fil	Coiled filament (replacement for 11898G)	\$475	\$950.00
2	1	Packing	Materials required for packing for safe shipment	\$20	\$20.00
*****	****	*****	***************************************	********	*****
			EXW McPherson (Chelmsford, MA USA)		\$970.00

Note: stainless steel ferrule sleeves (16 mm ID) will be contained within this shipment. No extra charge.

• We accept VISA & Master Card. 3.65% convenience fee

- McPherson, Inc. FID No. 22-234 9665
- Unless otherwise stated prices are US\$ and do not include
- shipping, sales tax, import duties or value added taxes.Contact factory for additional information regarding advance
- or wire transfer payments.
- All electrical equipment is 110 V/60 Hz. Other requirements quoted on request.

McPherson

By: Erik Schoeffel



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STANDARD TERMS AND CONDITIONS OF SALE

Any term, condition, and/or provision (hereafter term) of Buyer's order which is in any way inconsistent with or in addition to these terms shall not be applicable hereto or binding upon McPherson, Inc. (hereafter McPherson) unless specifically agreed to in writing by an authorized McPherson representative. If Buyer objects to any terms herein, such objection must be in writing and received by McPherson prior to commencement of performance by McPherson. Retention by Buyer of any good(s) delivered by McPherson hereunder shall be conclusively deemed acceptance of the terms hereof. McPherson's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof.

1. CONTRACT. ANY ACCEPTANCE BY MCPHERSON OF THE BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON THE BUYER'S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED

HEREIN. Quotations issued by McPherson representatives or field offices shall not be construed as offers to sell and be binding upon buyer's acceptance thereof unless expressly confirmed in writing by McPherson's headquarters at Chelmsford, Massachusetts. All orders are received subject to acceptance by McPherson at said headquarters.

2. **TAXES.** McPherson's prices do not include any applicable sales, use, excise, international duties, V.A.T. or similar taxes. The Buyer is solely responsible to pay such taxes directly to the taxing authority. Any such taxes that McPherson may hereafter be required to pay or collect shall be billable to the Buyer as a separate item unless the Buyer has furnished McPherson with a tax exemption certificate acceptable to the taxing authorities.

3. **INSTALLATION.** McPherson's prices for equipment do not include an allowance for installation and/or final on-site adjustment. Any such service performed by McPherson shall be billable to the Buyer as a separate item at McPherson's then prevailing rates unless otherwise expressly indicated in the contract or quotation.

4. **PAYMENT.** Unless otherwise expressly stated in McPherson's acceptance, payment terms are as reflected in a written price quotation of McPherson, Inc. or cash net 30 days from date of invoice. Payment must be in US currency according to the invoiced amount. Amounts past due are subject to a service charge of 1.5% per month or fraction thereof. McPherson reserves the right to restrict the terms of payment or to require payment prior to time of shipment if, in McPherson's opinion, circumstances do not warrant shipment under the terms originally specified in the contract or quote documents. The unpaid balance of any contract shall immediately become due and payable upon: (a) any attempt to sell or transfer possession of machine, instrument, or component; (b) removal or attempted removal of machine, instrument, or component; (c) loss or destruction of the machine, instrument or component; (d) failure to make payment as provided for in contract or quote. McPherson may enter and repossess this equipment without legal process and retain as rental all money paid.

5. **SECURITY INTEREST.** McPherson shall retain a security interest in the equipment furnished by it under the contract or quote until the full purchase price has been paid. No equipment furnished by McPherson shall become a fixture by reason of being attached to real estate. Buyer's failure to pay any amounts when due shall give McPherson the right to possession and removal of the equipment.

6. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment, instrument, or component covered by the contract. McPherson will use its best efforts to meet indicated delivery dates, but cannot be held responsible for its failure to do so due to fire, war, civil commotion, strikes, failure of transportation, any act of God, or other cause beyond its control including delays or inability to deliver by McPherson's vendors. In the event of any delay in delivery caused by the Buyer, McPherson will store and handle all items ordered at the Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price, on or after the date on which the equipment is ready for delivery. This amount will become due and payable in full within 30 days from the invoice date. A monthly storage and extra handling charge of 1% of the contract price per month shall be billable as a separate item.

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7. **SHIPPING.** EXW, FOB origin or CPT shipment: Title to equipment passes at place of origin. McPherson estimates shipping costs on quotations. Unless otherwise provided in the contract, McPherson will select the method of transportation and routing for equipment sold f.o.b. place of origin. Actual costs, including actual freight and crating costs (if any), will be prepaid and added to the invoice. Shipment may also be made freight collect with a carrier approved of by McPherson.

On rare occasions, McPherson may agree to FOB Destination, DAT or DAP shipment: Title to equipment passes at place of destination. McPherson reserves the right to select the carrier for all FOB destination shipments. The Buyer agrees to pay all freight, crating and insurance costs, whether by agreeing to a firm fixed price or actual costs. The Buyer is responsible for all customs clearance fees, duties and taxes; McPherson does not ship DDP.

8. **CHANGES.** Buyer may, with the express written consent of McPherson, make changes in the specifications for equipment or work covered by the contract or quotation. In such event, the contract price and delivery dates shall be equitably adjusted. McPherson shall be entitled to payment for all reasonable costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes, plus McPherson's usual profit thereon.

9. **CANCELLATION.** Equipment or work that remains to be furnished under the contract or quotation may be cancelled by the Buyer only with the express written consent of McPherson. In the event of such cancellation, McPherson shall be entitled to payment for the cost and expenses incurred by it in connection with the equipment or work so cancelled, plus an amount determined by applying McPherson's usual rate of profit for similar items to such costs and expenses, or 15% of the contract price whichever is greater.

10. **RETURNED GOODS.** A restocking charge of 20% of the purchase price shall be applied to standard products returned to McPherson. Systems specially constructed or components are not returnable except as expressly negotiated. Contact McPherson Customer Service for a return authorization number prior to returning any merchandise. Merchandise returned without an RA# will not be accepted.

11. **LIMITATION OF LIABILITY.** McPherson shall not under any circumstances be liable for any special, indirect, incidental or consequential damage or loss or for reasons of late delivery described in paragraph 6.

12. WARRANTY AND PRODUCT SUPPORT. McPherson warrants that the equipment purchased and manufactured by McPherson will be free from any defects in material and/or workmanship under normal operating conditions for a period of one year from the date of shipment. Light sources, optics and detectors as well as components exposed to wear by untrained operators are not covered. Bought in components warrantees are passed on as received.

McPherson's responsibility under this warranty shall be limited to the repair or replacement (at McPherson's option) of defective equipment at no cost to the Buyer, except for transportation, cleaning and recalibration charges.

McPherson will perform warranty service by: (1) sending a replacement part or parts with appropriate installation instructions to the Buyer after the Buyer returns his defective part freight prepaid to McPherson; (2) repairing the product at a McPherson repair facility after it has been returned freight prepaid; or (3) at the Buyer's request, dispatching a service representative to the Buyer's facility (the Buyer pays all travel and living expenses, as well as travel time for all on-site service visits.) For McPherson's purchased parts not under warranty, the Buyer shall pay all repair and replacement costs, travel and living expenses, as well as travel time if applicable.

McPherson will support, at separately quoted costs, all standard products for a period of five years after the sale of the last newly manufactured unit. Beyond this five-year period, McPherson will continue to support these products on a "best-effort" basis.

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