



**UNIVERSITÀ  
DEGLI STUDI  
DI TRIESTE**

AU 1

**Dipartimento di Scienze Chimiche e Farmaceutiche**

Trieste, 17 Novembre 2023

**Oggetto:** acquisto di materiale per misure elettrochimiche

Richiedo l'acquisto dei seguenti prodotti (elettrodi) per misure sperimentali in ambito elettrochimico:

- Copper disk electrode (quantità: 1 prodotto)
- Leakless Min. Ag/AgCl Ref. Electrode (quantità: 1 prodotto)

Cordiali saluti,

Dr. Federico Franco



**ElbaTech srl**  
Soluzioni elettroniche e Innovazione

6  
Au2  
**Offerta**

Ns. rif./ *Our ref.*: P 18-23

Data / *Date* : 16 novembre 2023

Spett.le  
Università di Trieste  
Chemical and Pharmaceutical  
Sciences  
Via Licio Giorgieri 1  
Trieste

c.a. Dott. F. Franco

Facendo seguito agli accordi intercorsi e/o a quanto da Voi gentilmente richiesto, ci  
pregiamo di sottoporVi la nostra migliore offerta per le forniture indicate nell'elenco  
che segue, alle condizioni qui riportate:

Data di consegna / *delivering date*: 15 gg d.r.o. se merce a stock, 30 gg altrimenti

Pagamento / *payment*: bonifico bancario 30 gg. data fattura

Validità dell'offerta / *offer validity*: 10 gg.

Numero <i>Number</i>	Descrizione <i>Description</i>	Quantità <i>Quantity</i>	Prezzo unitario <i>Unit price</i>	Prezzo totale <i>Total price</i>
1	ET079-1 - Copper disk electrode	1	200,00	200,00
2	ET069-1 - Leakless Ag/AgCl Reference Electrode	1	301,00	301,00
3	ET087-1 - Nickel Disk Electrode	1	112,00	112,00
4	ET072-1 - Leakless Min. Ag/AgCl Ref. Electrode	1	227,00	227,00
5	Spedizione	1	50,00	50,00
NOTE		Tot. parziale <i>Partial tot.</i>		890,00
		IVA (%)	22%	195,80
		Totale <i>Total €</i>		1085,80

Firma / *signature*:

Manuela Stani

## ALLEGATO AL PREVENTIVO 18/23

Si allega una breve descrizione degli elettrodi oggetto del preventivo.

Maggiori informazioni sono disponibili sul sito [www.edaq.com](http://www.edaq.com)

### ET079-1: Copper disk electrode



ET079-1 Copper Disk Electrode

Overview

Specifications

More Information

- ▶ Copper disk: 1 mm diameter
- ▶ Electrode dimensions: 3 mm diameter x 65 mm long
- ▶ Connector: 1 mm gold plated pin
- ▶ Electrode body: PEEK (polyetheretherketone)

## ET069-1: Leakless Ag/AgCl Reference Electrode



ET069-1 Leakless Ag/AgCl Reference Electrode

Overview

Applications

Specifications

- ▶ Length: 130 mm
- ▶ Diameter: 5 mm
- ▶ Body: PEEK (polyetheretherketone)
- ▶ Connection: 1 mm pin

## ET087-1: Nickel disk electrode



ET087-1 Nickel Disk Electrode

Overview

Specifications

More information

- ▶ Nickel disk: 1 mm diameter
- ▶ Electrode dimensions: 3 mm diameter x 65 mm long
- ▶ Connector: 1 mm gold plated pin
- ▶ Electrode body: PEEK (polyetheretherketone)

Via Roma, 10 - 57030 Marciana (LI) Tel. ++39 - 0565 - 90.10.02 Tel. ++39 - 0565 - 19.30.822  
C.F. e P.IVA 01298060490

e-mail: [info@elbatech.com](mailto:info@elbatech.com) - Web: <http://www.elbatech.com>

## ET072-1: Leakless miniature Ag/AgCl Reference Electrode



ET072-1 Leakless Miniature Ag/AgCl Reference Electrode

Overview

Applications

Specifications

- ▶ Length: 65 mm
- ▶ Diameter: 2 mm
- ▶ Body: PEEK (polyetheretherketone)
- ▶ Connection: 1 mm pin

A43

RICHIESTA ORDINE BIO-LOGIC

Dear Dr. Federico,

Thank you for your answer. Metrohm potentiostats usually have alligator clips so it will be suitable with the electrodes.

Unfortunately, we don't propose this kind of leak-free electrodes. I'm very sorry about that.

Can you let me know why would you have this specific need? For which application?

I hope you will find easily other suppliers.

We can propose additional glass frits which ensure longer lifetime of the electrodes by replacing them.

I wish you a great day.

Best regards



**Sébastien Labarbe**  
T. 0033 (0)4 76 98 96 79



**From:** FRANCO FEDERICO <FEDERICO.FRANCO@units.it>  
**Sent:** Thursday, November 16, 2023 10:15 AM  
**To:** Sebastien Labarbe <sebastien.labarbe@biologic.net>  
**Cc:** Gianluca Santoni <gianluca.santoni@biologic.net>  
**Subject:** R: BioLogic - Quotation n°13643 - Electrodes

Dear Dr. Labarbe,

thank you for your reply. A PGSTAT302N Metrohm potentiostat will be used for the electrochemical measurements.

I would also need to purchase some leak-free AgAgCl reference electrodes (see the image below)



Do you sell them at Bio-Logic?

Thank you for your attention.

Best,

Federico Franco

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**Da:** Sebastien Labarbe <sebastien.labarbe@biologic.net>

**Inviato:** martedì 31 ottobre 2023 13:33

Al 3

A: FRANCO FEDERICO <FEDERICO.FRANCO@units.it>  
Cc: Gianluca Santoni <gianluca.santoni@biologic.net>  
Oggetto: BioLogic - Quotation n°13643 - Electrodes

Dear Mr. Franco,

I hope this email finds you well. I am contacting you to follow up on your quotation request for working electrodes. I am the technical sales engineer in charge of the accessories so you can contact me directly for any quotation request about accessories and consumables.

Concerning your request, you will find attached the quotation n°13643.

Does it suit you ?

In order to be sure that these electrodes will be suitable with your electrochemical instrument, could you indicate me which kind of potentiostat do you use (brand and model) and confirm me that the cell cable has alligator clips at the end for the connection with the electrode ?

I wish you a pleasant day and I stay at your disposal for any further information.

Best regards,

RICHIESTA ORDINE ALVATEK

Hi Federico,



AW 4

**BIO-LOGIC SAS**

4 Rue de Vaucanson  
38170 SEYSSINET-PARISSET  
France  
+33 476 98 68 31  
+33 476 98 69 09  
<https://www.biologic.net/>

Contact: Sébastien LABARBE  
[sebastien.labarbe@biologic.net](mailto:sebastien.labarbe@biologic.net)

Univeristy of Trieste  
Federico FRANCO  
via A. Valerio 10  
34127 TRIESTE  
Italy

**Quotation 2023 / 13643: Electrodes (Franco)**

31/10/2023

Dear Federico FRANCO,

Please find attached the quotation 2023 / 13643 for :

- Standard glassy carbon electrode
- Small glassy carbon electrode
- Standard nickel electrode
- Standard copper electrode
- Standard copper electrode

Feel free to come back to us if needed.

Best regards,






Sébastien LABARBE  
[sebastien.labarbe@biologic.net](mailto:sebastien.labarbe@biologic.net)



Estimated lead-time: 4 to 6 weeks  
 Payment terms: 30 days net

Quote validity: 31/12/2023

Warranty: 10 days for accessories

Description	Quantity	Unit price	Total
<b>A-002012: GCE Glassy carbon electrode (OD: 6 mm – ID: 3.0 mm)</b> Isolation: PEEK OD: 6 mm ID: 3 mm 	1	€ 264,00	€ 264,00
<b>A-002412: SGCE Glassy Carbon electrode (OD: 3 mm – ID: 1.0 mm)</b> Isolation: PEEK OD: 3 mm Active surface diameter: 1 mm 	1	€ 324,00	€ 324,00
<b>A-002016: NIE Nickel electrode (OD: 6 mm – ID: 1.5 mm)</b> Isolation: PEEK OD: 6 mm Active surface diameter: 1.5 mm 	1	€ 249,00	€ 249,00
<b>A-002017: CUE Copper electrode (OD: 6 mm – ID: 1.6 mm)</b> Isolation: PEEK OD: 6 mm Active surface diameter: 1.6 mm 	1	€ 249,00	€ 249,00
<b>A-012584: CUE Copper electrode (OD: 6 mm – ID: 3 mm)</b> Isolation: PEEK OD: 6 mm Active surface diameter: 3 mm 	1	€ 302,00	€ 302,00
<b>SPIF: Shipment fees</b>	1	€ 65,00	€ 65,00
<b>Total excl. VAT</b>			<b>€ 1.453,00</b>

Incoterm: DAP City: Trieste

Both parties agree to the content of the quotation and terms and conditions.



BIO-LOGIC SAS  
Sébastien LABARBE

Univeristy of Trieste  
Federico FRANCO

Please address your orders to [oa.fr@biologic.net](mailto:oa.fr@biologic.net)  
IBAN: FR7610096185270009026160173  
BIC: CMCIFRPP

## BIO-LOGIC TERMS AND CONDITIONS OF SALES

### 1. Application of these terms and conditions

The conclusion of the present contract implies full acceptance of these present terms and conditions except if specific conditions have been agreed with the business customer (hereinafter referred to as the "Buyer") and mentioned in the offer. Prior to the date of the order, these terms and conditions were made available to the Buyer, as provided for by article L.441-6 of the French Commercial Code. These terms and conditions shall prevail over any purchasing conditions. They are applicable in all cases where Bio-Logic supplies a product or a service to the Buyer. Bio-Logic and the Buyer are referred to individually as the "party" and collectively as the "parties".

### 2. Validity of the contract

Bio-Logic's offer validity is three (3) months as from the date of issue unless stated otherwise in the specific conditions as mentioned above. The minimum amount of any order is one hundred and fifty Euros (€150) excluding VAT, taxes, duties, shipping and insurance charges.

The act of placing an order implies the Buyer's full and unreserved acceptance of these terms and conditions. No order issued by the Buyer shall be binding for Bio-Logic unless accepted in writing by Bio-Logic.

The order / purchase order expresses the Buyer's irrevocable intent to buy. No order cancellation may be considered if it has not been expressly accepted by Bio-Logic. In such situation, the Buyer shall refund Bio-Logic for all specific costs incurred (in particular specific equipment, specific design costs, specific labour and supply expenses, specific machinery usage) and for all direct or indirect consequences resulting therefrom. Any down-payment already paid shall be retained by Bio-Logic. To be binding, any variation or further amendment between the order and the offer must be formally accepted in writing by Bio-Logic.

### 3. Effective Date

The contract shall come into force on the day of its signature by both Parties or at any time pursuant to the specific conditions agreed between the Parties.

### 4. Contractual documents - Order of precedence

The contract shall be governed by the following documents:

- Variations or amendments if any
- Bio-Logic's offer including these terms and conditions
- the agreed specific conditions if any.
- the Buyer's order

In event of conflicts or discrepancies within or between those documents, precedence shall be given to the documents in the order specified above. If Bio-Logic and the Buyer have entered into a separate distribution agreement, pursuant to which the Buyer will distribute Bio-Logic's products and services, such agreement shall prevail, in case of inconsistency or discrepancy with these terms and conditions.

### 5. Choice of products

The choice of products and/or services is the sole responsibility of the Buyer with regard to the use that it wishes to make of them, taking into account the information provided by Bio-Logic. The Buyer remains solely responsible for this choice. It is the Buyer's responsibility, where applicable, to carry out the necessary checks to ensure the compatibility of the products ordered for the intended use and, in particular, to send Bio-Logic any request for information accompanied by relevant information on the intended use of the product. Bio-Logic undertakes to respond to such requests for information.

### 6. Prices of the Products

Prices are quoted and payments shall be made in Euros unless stated otherwise in the specific conditions, as mentioned above. Prices include VAT in France and are exclusive of VAT outside France and do not include any applicable sales', excise, import or custom duties, except if specifically provided otherwise in writing. Where applicable, prices shall include freight charges and insurance costs. Prices are exclusive of any specific additional packaging required by the Buyer. Bio-Logic shall have the right to invoice applicable insurance and freight costs depending on the place of delivery of the products, in addition to the price of the products and services.

### 7. Terms of payment

Except if provided otherwise in writing in Bio-Logic's offer, payment is made before delivery as further detailed hereunder. Payment of the price for the

products and/or services shall be made by the Buyer upon order by Swift Bank transfer or by irrevocable and confirmed (if applicable) documentary credit payable at sight in France (the costs of the documentary credit being re-invoiced to the customer).

Partial deliveries may lead to the corresponding intermediate invoice.

In the event the Buyer fails to make payment on due date, or fails to pay for an installment-payment, Bio-Logic shall give written notice to the Buyer, by email or by post. The Buyer must make full payment within a further fifteen (15) days after receipt of such notice. If the Buyer fails to finalize such expected payment, the contract may be terminated forthwith by Bio-Logic.

Upon termination for late or non-payment, Bio-Logic shall have the right to require from the Buyer that he immediately returns the products. Further, in such event, Bio-Logic reserves the right to exercise any of its legal rights.

Any invoiced amount which is not paid on the due date shall bear interest fees based on the European Central Bank's applicable interest rate, plus ten points and the Buyer shall be automatically liable to Bio-Logic for a lump-sum compensatory payment for collection costs set by decree, on the date hereof, at €40 (forty euros). Additionally, the Buyer shall promptly reimburse Bio-Logic for all costs and expenses, including attorneys' fees incurred by Bio-Logic in order to recover the amounts owed by the Buyer. In case, Bio-Logic decides not to terminate the contract, it may unilaterally modify the terms of payment for remaining deliveries.

### 8. Delivery - Transport

All delivery dates are given for guidance and may be subject to change or confirmation. The time of delivery shall not be of the essence of the contract. In case of modifications requested by the Buyer, Bio-Logic shall not be liable to compensate the Buyer for damages or otherwise, for late delivery or non-delivery of the products and/or services or for any delay beyond its control, in particular in the event of force majeure, as defined below or for any loss, consequential or otherwise, arising therefrom. Any delay concerning the indicative delivery times initially planned does not justify the cancellation of the order placed by the Buyer and registered by Bio-Logic.

The products shall be delivered FCA Seyssinet-Pariset (France) according to the Incoterms 2020. However, in its offer, Bio-Logic usually provides an estimate of the costs either DAP at client's site or CIP Airport / country of the client, which shall be applicable if the client selects such option.

The time for delivery proposed or accepted by Bio-Logic starts as from the acceptance of order. In the case of a documentary credit, the time for delivery starts as from the notification to Bio-Logic by the advising bank of a valid and correctly established documentary credit. Partial deliveries are allowed.

### 9. Receipt and acceptance of the products and/or services

Specific conditions may provide for an acceptance procedure.

**Damage and missing items:** It is up to the Buyer, in the event of damage to the products delivered or missing items recorded in the presence of the deliveryman, to issue all the necessary reserves to the carrier and to notify a claim to its insurance company. If provided otherwise and if applicable, such reserves to the carrier must be reported to Bio-Logic in order to enable it to bring the necessary actions vis-à-vis the carrier and the related insurance company. In such situation, the Buyer shall also provide all necessary details to Bio-Logic and take all necessary actions in order to prevent further damage to the products. Any product not concerned by reserves sent by the Buyer to the carrier by registered letter with acknowledgement of receipt within three (3) days of its receipt, in accordance with article L133-3 of the French Commercial Code, and a copy of which will be sent simultaneously to Bio-Logic, will be considered accepted by the Buyer. Reserves issued by the Buyer must be complete, justified and as precise as possible. If, after inspection, a visible defect or a missing item is indeed detected by Bio-Logic, the Buyer may only ask Bio-Logic to replace the non-compliant products and/or to make up the missing items, at Bio-Logic's expense, without the Buyer being able to claim any compensation or the cancellation of the order.

**Product non-compliance:** The Buyer has five (5) working days as of the date of receipt of the products to check the compliance of the delivered products. The verification regarding compliance is carried out with regard to the specifications indicated in the offer. Bio-Logic agrees to take back, at its own expense, products which are in fact found to be non-compliant with the specifications indicated in the offer. Any claim made by the Buyer under the conditions and according to the terms described in this article does not authorise it under any circumstances to suspend payment for the products concerned. No products may be returned by the Buyer without the prior express written agreement of Bio-Logic. Should the Buyer fail to respond

within this five (5) day period and/or should the Buyer use or resell the delivered product at the end of this period, the Buyer is deemed to have a compliant product.

#### 10. Transfer of title – Retention of title

Notwithstanding the delivery, the ownership of the products shall not be transferred to the Buyer until full and effective payment of the price has been made. Bio-Logic may claim title to the products for which a single term of payment has not been paid by the Buyer and the non-payment of any of the instalments may lead to products being reclaimed. As from the date of delivery per the applicable INCOTERM, risk in the products is transferred to the Buyer and it shall be liable for any damage that the products may sustain or cause.

#### 11. Software

Some products are sold with associated software solely owned by Bio-Logic and protected by law. The Buyer has the right to use such software in accordance with the instructions manual and user guide provided by Bio-Logic together with the products. The software is either delivered as a USB device with the product or downloadable from Bio-Logic website provided that the client has been previously registered. For registered users, upgrades can also be downloaded. The Buyer commits:

- to protect the software from any disclosure or any use which would breach an applicable license relating thereto or the present terms and conditions of sale;
- to destroy or return to Bio-Logic any replaced software, according to Bio-Logic's instructions;
- not to reproduce the software, nor to copy, to translate, to adapt, to change or to modify all or any part of the software.

Source code shall not be supplied to the Buyer.

#### 12. Force majeure

No party shall be liable, directly or indirectly, for any delay or failure in performance of any obligation under the contract, including any delivery obligation, where such delay or failure arises or results from a cause beyond its reasonable control, or beyond the reasonable control of its suppliers or contractors, including, but not limited to strike, boycott or other labor disputes, embargo, governmental regulation, inability or delay in obtaining materials, pandemics and the related government measures such as Covid 19, acts of God, war, earthquake, fire, or flood.

Should a cause of force majeure continue for more than three months, either party shall have the right to terminate the contract pursuant to article 17 hereunder.

#### 13. Warranty and limitations on warranty

Bio-Logic warrants that the products conform to Bio-Logic's specifications and shall be free from any defect in material and workmanship for the period mentioned and agreed in the offer, starting on the date of their delivery, provided that the product has been operated at all times in accordance with the instructions manual and user guide.

Bio-Logic's obligation under this warranty shall be limited to repair or exchange (at Bio-Logic's option) of the products or parts thereof which are shown to Bio-Logic's reasonable satisfaction to have proved defective under the conditions of this article. The warranty does not apply:

- to the accessories and consumables sold by Bio-Logic;
- to repairs and replacements resulting from normal wear of the products, lack of care, improper use of the products, materials supplied or design requested by the Buyer or the customer;
- if Bio-Logic determines that a problem is caused during or as a result of shipment or relocation;
- if Bio-Logic's serial number has been removed or erased from the product;
- if a problem arises from or is based on Bio-Logic's compliance with Buyer's own specifications;
- if the Buyer has opened or dismantled the product.

Bio-Logic also disclaims any liability for damages resulting from use of products by a person who has not attended Bio-Logic training when such training is required to use the products.

Bio-Logic makes no other warranty, express or implied, to the Buyer, and the Buyer shall make no other warranty with respect to the products on behalf of Bio-Logic.

This guarantee replaces the legal guarantees, and in particular, the legal guarantee for hidden defects provided for by articles 1641 and subsequent of the Civil Code. In order to exercise its rights under the terms of the guarantee, the Buyer must inform Bio-Logic of the existence of visible defects or non-conformities within the period stipulated above or, with regard to hidden defects, within twenty-one (21) days as of the discovery of the defect. Failing this, the Buyer shall lose all rights or recourse.

WARRANTIES HEREIN SET FORTH SHALL BE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event shall Bio-Logic be liable to the Buyer for consequential, "indirect" or incidental damages resulting from a physical damage or a defect, nor the related or resulting financial losses.

Bio-Logic shall not be liable for losses or damages resulting from the lack of advice or warning or from improper or wrong advice or warning given by the Buyer to its own customers (for instance, operation instructions not provided to the customer), or from modifications brought to the products without Bio-Logic's prior written agreement.

Bio-Logic specifically disclaims any liability arising from representations or warranties made by the Buyer to any customer.

#### 14. Return policy

Products shall be returned with their original packing and must be clean, i.e. exempt from any chemical or radioactive material.

#### 15. Product under warranty

No product shall be returned to Bio-Logic by the Buyer without the prior written authorization of Bio-Logic by Return Material Authorization (RMA). When Bio-Logic has authorized a product to be returned under warranty, the Buyer shall send it freight prepaid to Bio-Logic. Return freight shall be paid by Bio-Logic. Bio-Logic warrants the repair done on the returned product during three months. This is not an extension of the warranty specified in article 13.

#### 16. Product Repair: Return Material Authorization

No product shall be sent to Bio-Logic for repair unless Bio-Logic has previously issued to the Buyer a Return Material Authorization (RMA). For Material out of the warranty period, after the receipt of the product sent to Bio-Logic factory at Buyer's expense, Bio-Logic will send a quotation for repair of the product and will perform those repairs after receipt of Buyer's order. Return freight (round trip) shall be paid by the Buyer.

#### 17. Duration - Termination

Except if otherwise agreed in the specific conditions, the contract remains valid until the end of the warranty period and full payment of the invoices by the Buyer. However, Articles 13, 18, 19 shall survive the term of the contract until the term specified in such articles. Termination for non- or late payment is provided above in article 7.

In case of a force majeure event as provided in article 12, if the event and/or its consequences last more than three (3) months after it was notified, either party may terminate the contract in whole or in part, with fifteen (15) days prior notice.

Either party may terminate the contract in whole or in part, if a party does not comply within thirty (30) days after receiving a notification of material breach from one party.

If the breach cannot possibly be remedied within thirty (30) days, the parties shall agree upon another date within the next ten (10) days. In case the breach is still not remedied the contract may be terminated by registered letter with acknowledgement of receipt.

If either party commits fraudulent actions or infringes a confidentiality undertaking or third party's industrial property rights, the other party may terminate the contract immediately without prior notice, by registered letter with acknowledgement of receipt.

In case of early termination, the parties shall verify the products actually manufactured by Bio-Logic, the work in progress in Bio-Logic's premises, and those of its suppliers and contractors, and the Buyer shall indemnify Bio-Logic for the corresponding cost of lost production, provided such costs are duly evidenced.

Such payment to Bio-Logic shall be made by Buyer without prejudice to the rights of both parties to be fully compensated for the consequences of the other party's breach or defective performance, and all costs generated by the termination such

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as production shutdowns or the indemnification costs owed by Bio-Logic to its contractors and suppliers, as provided in the related contracts.

**18. Confidentiality, non-use and intellectual property rights**

Information of any kind and in any form whatsoever (including, without limitation, any data, studies, plans, design drawings, results of analyses, documents, products, technologies, specifications, manuals, design, know-how, business plans, marketing plans, financial information, inventions, improvements, sales strategy and operations, and any prototypes, samples and any other information) disclosed by either party (or any of its subsidiaries) to the other and relating to products and/or services, and/or either party's business must be considered by the other party as confidential information belonging to the disclosing party ("Confidential Information").

The parties undertake for the entire term of their contractual relationship and for five (5) years after the end of such contractual relationship to ensure that the Confidential Information : (a) is protected and kept strictly confidential and is treated with the same degree of care and protection that it gives to its own Confidential Information; (b) is disclosed internally only to those members of its staff who have a need to know; (c) is not used, in whole or in part, for any purpose other than its business relationship with the other party without the prior and written consent of such party; (d) is neither disclosed nor liable to be disclosed, either directly or indirectly, to a third party or to a person other than those mentioned in point (b) above, unless the disclosing party gives its prior authorisation, with it being made clear that should such authorization be given, the receiving party undertakes to have the third party in question sign a confidentiality undertaking of the same nature and scope as that of this article; (e) shall neither be copied, reproduced nor duplicated in whole or in part if such copies, reproductions or duplications have not been specifically authorised in writing by the other party.

Except as stipulated above, each party shall however have no obligation and shall not be subject to any restrictions with respect to any Confidential Information for which it can prove: (a) that it entered the public domain prior to its disclosure or afterwards but, in this case, without this being the fault of the receiving party; or (b) that it was received from a third party in a lawful manner, without disclosure restrictions or a breach of this article; or (c) that it was already known to it before it received it from the disclosing party, with this knowledge being demonstrated by the existence of appropriate documents in the receiving party's files; or (d) it is the result of internal developments undertaken in good faith by members of its staff who have not had access to such Confidential Information; or (e) its use or disclosure has been authorised in writing by the other party; or (f) that its disclosure has been requested by a court of law or an administrative authority, provided that the receiving party has made sure, if permitted by law, to give the other party prior notice thereof.

Any Confidential Information provided or sent by a party to the other remains the property of the disclosing party and must not be released by the other to third parties or used for purposes other than those for which it was provided or sent, without the prior and written consent of the disclosing party.

The Buyer is formally prohibited from copying, reproducing, analysing the products and/or services provided by Bio-Logic or from carrying out "reverse engineering", without the prior and written consent of Bio-Logic.

**19. Personal data**

As part of the processing of personal data, the Buyer guarantees Bio-Logic that it is in compliance with the legal and regulatory obligations incumbent upon it in respect of the "legislation relating to the protection of personal data", in particular the amended "Data Protection Act" No. 78-17 of 6 January 1978 relating to data processing, files and freedoms and EU Regulation No. 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and the free movement of such data. Where appropriate, the provisions relating to the processing of personal data will be specified in the offers/orders.

Bio-Logic may be required to collect, process and send personal data concerning the Buyer's employees for the purposes of fulfilling the order and the related accounting. This data may also be used for managing the Buyer and for sales canvassing purposes. The processing of this personal data is listed in the "processing register", kept by Bio-Logic, which is available to the French Data Protection Authority (*Commission Nationale de l'Informatique et des Libertés*.)

The Buyer's data collected will only be released to the recipients of the services who are strictly concerned by the order and its accounting processing within Bio-Logic.

The Buyer's employees whose data has been collected and processed may exercise their right with Bio-Logic to access and, where appropriate, correct, delete or render portable the data concerning them.

Furthermore, the Buyer's employees may, for legitimate reasons, oppose the processing of personal data concerning them, withdraw their consent or limit it.

These rights may be exercised at any time by giving notice in writing to the President of Bio-Logic by post. The Buyer undertakes to inform its employees of this processing and of the said rights, in the name of and on behalf of Bio-Logic.

Bio-Logic guarantees:

- that it will process the personal data on its own behalf as part of the fulfilment of the order and undertakes not to release such data to a third party who has not been authorised beforehand by the person concerned;
- that it has implemented appropriate measures to ensure the security of personal data processed in connection with the order.

**20. Channels of communication**

Any communication, notification or request shall be deemed to have been duly transmitted if delivered by courier, first class mail, confirmed e-mail by either party to the other at the appropriate address or facsimile number, which the parties indicated to each other in writing. In the event of a requirement for electronic transmission of data and drawings between Bio-Logic and the Buyer, the Buyer shall use a system compatible with the one in use at Bio-Logic.

**21. Subcontracting**

Bio-Logic is allowed to sub-contract the contract to sub-contractors in full or in part.

**22. Governing law**

This contract is governed by French law and expressly excludes the Vienna Sales Convention dated April 11<sup>th</sup>, 1980 and any applicable principles of conflicts of law.

**23. Disputes**

Should a dispute arise out of the contract, the parties shall take thirty (30) days and make their best efforts to solve it amicably between the respective contact persons. If this does not succeed, the respective general managers for the parties shall be given another thirty (30) days to settle the dispute.

In case the dispute is not fully settled between the parties, it shall be brought before the commercial court of Grenoble (France). However, Bio-Logic shall be allowed at its option, to bring the case before the Buyer's court when Bio-Logic is the plaintiff.

***The purchaser hereby agrees to the terms and conditions applicable to this order as defined by BioLogic, and expressly and irrevocably agrees to adhere to these conditions of sale***

Name : \_\_\_\_\_

Position : \_\_\_\_\_

Place/Date : \_\_\_\_\_

Signature and stamp :

ALL 5

We are the suppliers for both UK and EU.

However, currently we only accept payments from UK bank accounts, and transactions are processed in GBP only.

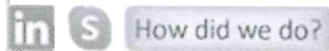
Also the accepted payment terms are With Order.

Kind Regards



Rajana Rivetha  
Technical Sales Support

Alvatek Office: 0800 5668228  
Direct Dial: +442382517110



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INDIVIDUAL TEMPERATURE-CONTROLLED PODS FOR COIN CELL, CYLINDRICAL AND SMALL POUCH TESTING.

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- 32 PODS £49,950

\*PRICES APPROXIMATE AND EXCLUDING VAT AND DELIVERY.

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Company Registration No. 06357212  
Registered Offices: Alvatek Ltd, Unit 11 Westwood Court, Brunel Road, Southampton, SO40 3WX*  
The sender does not accept liability for any errors, omissions or viruses transmitted in this email however they should arise.

**From:** FRANCO FEDERICO <FEDERICO.FRANCO@units.it>  
**Sent:** Tuesday, November 14, 2023 11:58 AM  
**To:** Rajana Rivetha <rajana.rivetha@alvatek.co.uk>  
**Subject:** R: New Customer Enquiry from "Alvatek Website"

Dear Rajana,  
it means that Alvatek only sells in UK, which makes me a bit confusing since many foreign research institutes outside UK are used to work with Alvatek reference electrodes and I do know understand how this is possible then...  
By the way, could you please tell me if you have any provider outside UK that could sell Alvatek products?  
Best,  
Federico

---

**Da:** Rajana Rivetha <rajana.rivetha@alvatek.co.uk>  
**Inviato:** martedì 14 novembre 2023 11:03  
**A:** FRANCO FEDERICO <FEDERICO.FRANCO@units.it>  
**Oggetto:** RE: New Customer Enquiry from "Alvatek Website"

Hi Federico,

Thank you for your enquiry.

We appreciate your interest in our products.


Unfortunately, we only accept the payment terms 'With Order' and purchases must be made using a UK-based bank account.

If you are okay with these terms kindly let me know and I can send you the quotation.

Kind Regards

Rajana Rivetha  
Technical Sales Support

Alvatek Office: 0800 5668228  
Direct Dial: +442382517110

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Registered Offices: Alvatek Ltd, Unit 11 Westwood Court, Brunel Road, Southampton, SO40 3WX*  
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**From:** [website@alvatek.co.uk](mailto:website@alvatek.co.uk) <[website@alvatek.co.uk](mailto:website@alvatek.co.uk)>  
**Sent:** Tuesday, November 14, 2023 8:38 AM  
**To:** Alvatek Info <[info@alvatek.co.uk](mailto:info@alvatek.co.uk)>  
**Subject:** New Customer Enquiry from "Alvatek Website"

Organisation: University of Trieste

Title: Prof

Name: Federico Franco

Email: [federico.franco@units.it](mailto:federico.franco@units.it)

Address: Via Licio Giorgieri 1

PostCode: 34127

Country: Italia

Phone: +393334731680

Message: Dear Sir/Madam, Here I kindly ask for the formal quotation to purchase the following leak-free AgAgCl reference electrodes: - LF-1-100 (2 pieces) - LF-1-45 (1 piece) - LF-2-45 (1 piece) Due to administrative restrictions of my institution, we can only pay after the delivery of the goods by bank transfer (not credit card). Would it be ok for you? Could you please also include the VAT and eventual transport and/or custom costs in the quotation? Thank you for your attention and I hope to hear from you soon. best regards, Federico Franco