

Purchase Order 99
CUP Nr. B84G19000250008
CIG Nr. ZC6348B041
Accounting Reference nr 99
GAE PUNFIRO1 C.T. 243124
CPV: 73120000-9 Servizi di sviluppo
folder NanoPisa-Impegno-99
Codice Unico Ufficio **HWKKDN**

Ref. P.O: Protocollo CNR NANO NR. 0000039
 date January 11th, 2022

Project Manager:
 Marco Cecchini
 e-mail: marco.cecchini@nano.cnr.it

SELLER:
MICRONIT B.V.
Colosseum 15,
7521 PV Enschede
Belgium

VAT NL 862023907

mail **Monica.Brivio@micronit.com,**
sales@micronit.com

Delivery period/date:
Stage 1: estimated between 4 and 6 weeks after P.O. acceptance
Stage 2: estimated between 12 and 16 weeks from kick-off of Stage 2

Seller Ref # **OF210090**
 dated December 21st, 2021

Items				
Q.ty	Unit	Description	Unit price	Subtotal
1	nr	Stage 1: Project definition	10.190,00	10.190,00
1	nr	Stage 2 (WP1&2): concept designs & feasibility	29.806,00	29.806,00
Total amount:				39.996,00

Acceptance: This purchase order ("P.O.") will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to CNR (the "Buyer") any letter, form or other writing acknowledging acceptance; (b) any performance by Seller under the P.O.

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

- The quotation nr. OF210090 is an integral and substantial part of the purchase order.
- Delivery:** Seller shall delivery the goods according to Incoterms Ex Works. **The Buyer authorises the Seller to use the DHL import code nr 955134067 when delivering according to this contract.**
- Kick-off date:** The kick-off date of stage 2 shall be defined in agreement with the Project Manager.
- Acceptance of the service:** within thirty calendar days of the completion of each stage of the service, the CNR will check the regularity of the services and, in the event of a positive outcome, will issue the conformity certificate.
- Delayed delivery:** In case of delayed delivery, except for force majeure cases, the Seller shall pay the Buyer a penalty equal to 1‰ of the contract net amount for any calendar days of delay. Any other exceptions must be agreed with the buyer.
- Transfer of obligations and subcontract:** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this P.O.
- Invoicing:** Sellers shall invoice Buyer for the P.O.
Invoicing timing and Amount:

Timing	Amount	Remark
Delivery of project charter	€ 15.000	
End of Stage 1	€ 18.000	
End of the project	€ 6.996	Based on actual costs

The invoices shall contain:

- a) Buyer data: CNR Istituto Nanoscienze Sede di Modena, Via G. Campi 213/A, 41125 Modena (IT)
- b) Buyer VAT: 02118311006;
- c) P.O. Ref. #; **99**
- d) CIG code # **ZC6348B041**
- e) CUP code #: (if applicable) **B84G19000250008**
- f) Total amount;
- g) Object of the P.O.;
- h) IBAN #/Swift code #.

- 8 Payment:** Buyer shall pay the properly received invoiced amount due to Seller - issued as per clause 9 of this P.O. - by bank transfer, within thirty (30) calendar days after receipt of such invoice.
- 9 Traceability of financial flows:** Seller hereby acknowledges the provisions of article, 3, Law no. 136/2010 pertaining to the mandatory traceability of financial flows. Failure to use bank or postal transfers, or other systems, which allow for full traceability of the operations, shall lead to termination of this P.O. by law.
- 10 Express termination clause:** The purchase order is issued in compliance with the provisions contained in Article 8, c. 1, letter a) of Law no. 120/2020. Cnr Nano has the right to terminate the contract/order in the event of a finding that the general requirements are not lacking. Cnr Nano shall formally notify the supplier of the termination and shall not proceed with the payment of the consideration, except for the services already provided.
- 11 Jurisdiction/Applicable Law:** place of jurisdiction shall be Rome/Italy under Italian law.
- 12 Integrity pact:** Seller, as well as Buyer, shall act according to principles of loyalty, transparency and correctness pursuant to
- 13 Privacy clause:** Buyer shall process personal data of Seller pursuant to Regulation (EU) 2016/679. **The Data Controller** is the CNR (Consiglio Nazionale delle Ricerche), based in Rome, P.le Aldo Moro 7. **The Responsible person of the Processor** is the Director of CNR NANO (Istituto Nanoscienze), mailing address for inquiries: dpo@nano.cnr.it .

Director
CNR NANO
Dr Lucia Sorba
This document is digitally sealed