



Purchase Order S321006
CUP Nr. B51I17000540005
CIG Nr. Z2330C9206
Accounting Reference nr 9170000075
9170000076
GAE PUSEI002 **C.T.** 236641
CPV: 38970000-5 Ricerca, sperimentazione e
simulatori tecnico-scientifici
folder Affronte-01
Codice Unico Ufficio **6E092T**

Ref. P.O: Protocollo CNR NANO NR _____
date ____/____/ 2021

Delivery point:
41125 Modena, Italy
Attention to
Prof. Marco Affronte
e-mail: marco.affronte@unimore.it

SELLER:
Quantum Design GmbH
Im Tiefen See 58
64293 Darmstadt
Germany
VAT DE284734472

mail zukowski@qd-europe.com,
eslinger@qd-europe.com

Delivery period/date:
to fix dates for delivery refurbished cold head and
exchange old one, please contact Prof. Affronte

Seller Ref # 2021-20417

Items				
Q.ty	Unit	Description	Unit price	Subtotal
1	nr	QDS-4321R010 Sumitomo Coldhead without contact flange for ATL160 refurbished	7.380,00	7.380,00
1	nr	QDS-SH0110TS-FR tip seals, replacement Set for Varian SH110	248,00	248,00
1	nr	Packing and shipping Darmstadt-Modena-Darmstadt	220,00	220,00
Total amount euro				7.848,00

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. or, (c) the passage of seven (7) calendar days after Seller's receipt of the P.O. without written notice to Buyer that Seller does not accept.

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

- 1 Terms and conditions of the Vendor will be considered if they are compatible with this purchase order.
- 2 **Delivery:** Sellers shall deliver goods under Incoterms "D.A.P." at the delivery point and on the date (s) specified in this P.O. (the "Delivery period/date"). In this case the shipping costs are charged on the invoice. Timely delivery is of the essence. If Seller fails to deliver the goods in full, on the delivery period/date, Buyer may terminate the P.O. immediately and Seller shall indemnify Buyer against any losses, damages and reasonable costs and expenses attributable to Seller's failure to deliver. Sellers to arrange and bear as well as the insurance to cover the goods against risk of transportation.
- 3 **Inspection:** Buyer shall inspect the goods within thirty (30) calendar days after the delivery period/date. In case the goods are accepted, Buyer shall issue an approval certificate. Buyer, at its sole option, may reject all or any portion of the goods if it determines the goods are defective or nonconforming and Seller shall promptly replace the nonconforming goods.

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Partita IVA IT 02118311006 - C.F. 80054330586

- 4 **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, reserving the rights as stated in the above clause 2. Any other exceptions must be agreed with the buyer.
- 5 **“CE” marking:** goods must be provided with the marking “CE” if so required, according to EU Directives.
- 6 **Warranty:** Seller warrants to Buyer that for a period of twelve (12) calendar months from the delivery period/date, all goods will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party’s intellectual property rights. If Buyer gives notice to Seller of noncompliance, seller shall, at its own cost and expense, promptly replace or repair the nonconforming goods.
- 7 **Price to remain unchangeable.**
- 8 **Transfer of obligations and subcontract:** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this P.O.
- 9 **Invoicing:** Sellers shall invoice Buyer for the P.O. The invoice 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. #; **S321006**
 - d) CIG code # **Z2330C9206**
 - e) CUP code #: (if applicable) **B51I17000540005**
 - f) Total amount;
 - g) Object of the P.O.;
 - h) IBAN #/Swift code #.
- 10 **Payment:** Buyer shall pay 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.
- 11 **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.
- 12 **Termination of the contract:** pursuant to Article 1456 of the Civil Code CNR may terminate the purchase order in
In case of termination of the contract the payment will be limited to the supply already carried out.
- 13 **Jurisdiction/Applicable Law:** place of jurisdiction shall be Rome/Italy under Italian law.
- 14 **Integrity pact:** Seller, as well as Buyer, shall act according to principles of loyalty, transparency and correctness pursuant to
- 15 **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 S3 MODENA
Dr Massimo Rontani
This document is digitally sealed