



Second original

- C O N T R A C T -

For the supply of THz-TDS upgrade and integration into neaSNOM, to be installed at CNR-NANOSCIENZE of Pisa, CIG code (Code of the procedure) 75658007AA, CUP code (Unified project number) B33C18000000006.

BETWEEN

Consiglio Nazionale delle Ricerche-Istituto Nanoscienze having its headoffice in Pisa, Piazza San Silvestro 12, 56127 Pisa, Italy (hereinafter also referred as to "Purchasing Entity"), represented by Lady Dr. Lucia Sorba, on the one part

AND

Neaspec GmbH having its office in Martinsried, Bunsenstrasse 5, 82152 Martinsried - Munich, Germany (hereinafter also referred as to "Vendor"), represented by Dr. Stefan Rudolf Schiefer, on the other part.

And whereas the Purchasing Entity is willing to purchase a THz-TDS upgrade and integration into neaSNOM.

And whereas the Purchasing Entity desires to appoint a Vendor to supply a THz-TDS upgrade and integration into neaSNOM.

And whereas the Vendor expresses their desire to enter into a contract with the Purchasing Entity for the supply above described.

NOW THIS DEED OF CONTRACT WITNESS THE TERMS AND CONDITIONS AS FOLLOWS:

CLAUSE 1: INTRODUCTION AND ATTACHMENTS

The offer submitted by the Vendor dated July 16, 2018 - Quotation No. QT 11077-02 (Registered into CNR LOG No. 0001981 dated July 17, 2018) is an integral part of this contract, logically amended.

CLAUSE 2: SCOPE OF THE CONTRACT

This contract is stipulated for the purchase of the supply of a THz-TDS upgrade and integration into NeaSNOM as per the above-mentioned quotation.

CLAUSE 3: PRICE

The total amount for the supply is € 65000.00 (EUR sixty five thousand/00) net of Value Added Tax. The above price is fixed and invariable for the entire duration of the contract.

CLAUSE 4: CHARGES FOR SAFETY

This contract does not foresee any interfering risks in the workplace of the Purchasing entity where the vendor shall work, in addition to those specific risks due to the Vendor itself and, therefore, the burden on the safety referred to in Art. 26 paragraph 3 of Legislative Decree. N. 81/08 does not exist. Consequently, for this type of supply no Document of Risk Assessment shall be issued.

CLAUSE 5: TERMS AND CONDITIONS OF VENDOR SHALL NOT BE APPLICABLE ON THIS CONTRACT.

CLAUSE 6: DELIVERY AND INSTALLATION

The supply shall have to be delivered to CNR-NANOSCIENZE, Piazza San Silvestro 12, 56127 Pisa, Italy under DAP -Incoterms 2010, latest within 100 (one hundred) running days after the stipulation of this contract and pick-up of the NeaSNOM from the Purchasing Entity. Installation shall be carried out by Vendor latest within 30 (thirty) running days from delivery. Import clearance must be secured by the Purchasing Entity.

CLAUSE 7: TITLE OF GOODS

Title of goods will remain in Vendor property until full payment is carried out by the Purchasing Entity.

CLAUSE 8: ACCEPTANCE OF CONTRACT

Notwithstanding any other statement, notice or agreement to the contrary, any written acknowledgement of the contract, the shipment of the supply pursuant to this contract shall constitute acceptance by Vendor of each and all of the terms and conditions stated in the contract.

CLAUSE 9: ENTIRE AGREEMENT

This contract shall constitute the entire agreement between the Vendor and the Purchasing entity. Any alteration to this contract is forbidden unless prior written agreement of the Purchasing entity. The Purchasing entity prior written agreement is required for any substitution, variation, or partial delivery of goods under the contract.

CLAUSE 10: WARRANTY

The Vendor must warrant the supply for 12 months commencing upon the acceptance of the supply (see clause 11 of this Contract) for all parts of the supply, irrespective of whether the part is produced by the Vendor or by any sub-supplier.

consent of the Purchasing entity.

CLAUSE 14: PAYMENT

The Purchasing entity shall not be liable to make payment in respect of invoice issued other than against this contract in accordance with the terms and conditions of this contract. The Purchasing Entity shall pay properly received invoice from the issuance of the approval certificate as per the above clause 11. The invoice shall be payable not later than 30 (thirty) running days following the later of (i) the date of the receipt of the invoice; and (ii) acceptance of all goods as specified above.

The vendor shall submit invoice showing:

- a) Purchasing Entity: Consiglio Nazionale delle Ricerche – Istituto Nanoscienze – Piazza San Silvestro 12, 56127 Pisa, Italy;
- b) V.A.T.: IT 02118311006;
- c) Contract Ref. # (CNR Register no. and date);
- d) CIG code: 75658007AA;
- e) CUP code: B33C18000000006;
- f) Commodity Code # (if any);
- g) Description of the supply;
- h) Banking coordinates with “IBAN” code.

CLAUSE 15 – “CE” MARKING

The supply must be provided with the marking “CE”, if so required, in accordance with the Legislative decree 17/2010 as a consequence of EU Directive 2006/42/EC.

CLAUSE 16 - INSURANCE

The Vendor shall effect adequate insurance to cover its potential liabilities under this Contract and, upon request, shall immediately provide evidence to the Purchasing entity of such insurance cover.

CLAUSE 17 - GUARANTEE OF PERFORMANCE

To guarantee the correct execution of this contract, the Vendor provided a definitive guarantee, amounting to € 6500.00 (EUR six thousand five hundred/00) equivalent to the extent of 10% (ten percent) of the net contract price, by the bank guarantee (Bid Bond) no. BY104IG180049 dated August 6, 2018 issued by the bank Kreissparkasse Muenchen Starnberg Ebersberg. The above guarantee covers



CLAUSE 11: ACCEPTANCE OF GOODS

The supply shall be accompanied by a delivery note referencing the contract, items and quantities delivered. All goods are subject to inspection to check their compliance with the contract, to be held by the Purchasing entity not later than 30 (thirty) running days from the installation. The Purchasing entity will fix the day of the final verification of compliance by giving timely notice to the Vendor and, in case of positive test, the Purchasing entity will issue the acceptance certificate. In case of failure of compliance checks, rejected supply or part of it will be returned at Vendor's expenses for transportation both ways and all related labor and packaging costs shall be borne by the Vendor. Rejected supply or part of it shall be at the Vendor's risk as soon as rejection notified to the Vendor, notwithstanding the same are in the Purchasing entity's possession. The Purchasing entity shall not be liable for payment in relation to rejected supply or part of it.

CLAUSE 12: VENDOR'S STAFF

In case Vendor is required to enter on to any site controlled by the Purchasing Entity pursuant to this contract, such staff shall comply with any rules or requirements established by governing Law in respect of safety or otherwise for the site. Vendor is responsible for the conduct of its staff, as well as for all damages to persons and property that its staff will cause to the Purchasing Entity, Purchasing Entity employees, as well as to its staff.

CLAUSE 13: INDEMNITY

Vendor hereby agrees to indemnify and keep fully indemnified and hold harmless the Purchasing entity from all direct (i) liability; (ii) damages; (iii) costs; (iv) expenses; and/or claim/s which may be sustained by or claimed against the Purchasing entity: (a) arising out of the use of defective supply only supplied under the contract; (b) arising out of or in connection with material breach by the Vendor of its obligations under the contract; or (c) arising from death of, or personal injury to, any Vendor staff while in the course of providing goods to the Purchasing entity. The Vendor shall, at the request of the Purchasing entity, take over the defense of any claim covered by this indemnity, up to the maximum amount of the contract value, provided always that nothing in this clause 13 shall permit the Vendor to make any admission on behalf of or to settle any litigation without the prior written

charges for failure or improper performance of the Vendor and shall cease to have effect at the date of issue of the acceptance certificate by the Purchasing entity according to the clause 11 of the present contract but not later than December 4, 2018, unless extended.

CLAUSE 18: TRACEABILITY OF FINANCIAL FLOWS

The Vendor 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 allowing for full traceability of the operations, shall lead to termination of this Contract by law.

CLAUSE 19: PENALTIES

In case of delayed delivery/installation, except for force majeure cases, the Vendor shall pay the Purchasing Entity a penalty amounting to € 65.00 (EUR sixty five/00) equivalent to 1‰ (one per mille) of the total value of the contract net of VAT, for every running day of delay.

CLAUSE 20 – ASSIGNMENT AND SUBCONTRACTING

Vendor shall neither assign nor transfer, entirely or in part, the rights and obligations derived therefrom.

CLAUSE 21 – TERMINATION OF THE CONTRACT

Pursuant to Article 1456 of the Italian Civil Code the Purchasing entity may terminate the present contract in case of non-fulfilment of contractual obligations, as well as for the following cases: if a change to the vendor's legal, financial, technical or organizational or ownership situation is likely to affect the performance of the contract substantially or calls into question the decision to award the contract; if the vendor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations; if the vendor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means; if the vendor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the applicable law of this contract or

those of the country where the contract is to be performed; if the Purchasing entity has evidence that the vendor or natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the contract, including in the event of submission of false information.

CLAUSE 22:- GOVERNING LAW AND JURISDICTION

This Contract and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of Italy. The Court of Genoa shall have jurisdiction.

CLAUSE 23: WAIVER

The failure of the Purchasing entity to enforce any of these terms and conditions shall not be construed as a waiver of its right hereunder of any of them.

CLAUSE 24: PRIVACY

The National Research Council, with registered office in Piazzale Aldo Moro, 7 - 00185 Rome (RM), Fiscal Code 80054330586 and VAT number 02118311006, as data controller, informs, pursuant to art. 13 of Legislative Decree 196 of June 30, 2003 (so-called "Privacy Code") and of art. 13 of EU Regulation No. 2016/679 (so-called "GDPR"), that the data will be processed in the manner and for the purposes indicated in the above regulations.

CLAUSE 25: INTEGRITY PACT

The Vendor as well as the Purchasing Entity shall act according to principles of loyalty, transparency and correctness pursuant to regulations in force <https://www.cnr.it/it/piano-triennale-prevenzione-della-corruzione>.

For Neaspec GmbH

(Dr. Stefan Rudolf SCHIEFER)



For CNR-NANOSCIENZE

(Lady Dr. Lucia SORBA)



Under the terms of articles 1341 and 1342 of the Italian civil code, I declare that I have read and specifically approve the contract clauses from 1 to 25 included as set out in full in writing.

For Neaspec GmbH

(Dr. Stefan Rudolf SCHIEFER)

