

Purchase Order **S321012**
CUP Nr. **B54I19000750001**
CIG Nr. **ZE931231C6**
Accounting Reference nr **9170000128**
GAE PUSRN008 **C.T.** 174183
CPV: 14814000-0 Grafite artificiale
folder Paolicelli-03
Codice Unico Ufficio **6E092T**

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

Delivery point:

41125 Modena, Italy

Attention to

dr. Guido Paolicelli

e-mail: guido.paolicelli@nano.cnr.it

SELLER:

Graphenea Semiconductor SLU

Pº Mikeletegui, 83

20009

San Sebastián Spain

VAT n. ESB75183202

sales@graphenea.com,
 mail **m.garcia@graphenea.com**

Delivery date:

To be confirmed via Purchase Order Confirmation

Seller Ref # 12196

Items				
Q.ty	Unit	Description	Unit price	Subtotal
2	nr	Easy Transfer: Monolayer Graphene on Polymer Film (1 cm x 1 cm) G/P-10	72,00	144,00
1	nr	Shipping	20,00	20,00
Total amount:				164,00

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

- Terms and conditions of the Vendor will be considered if they are compatible with this purchase order.
- 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.
- 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.
- 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.
- Price to remain unchangeable.**
- 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. #: **S321012**
 - d) CIG code # **ZE931231C6**
 - e) CUP code #: (if applicable) **B54I19000750001**
 - 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