# Consiglio Nazionale delle Ricerche

## Istituto Nanoscienze

Purchase Order CUP Nr. CIG Nr.		<mark>S323009</mark> B53C22000740006 Z113A015CF		
	nting Refere		9190000105 /R/2018	
GAE	PUMODE23	C.T.	121081	
CPV:	33696500-0	Reattivi pe	er laboratorio	
folder	01-5323009	-Losi		
Codice	e Unico Uffici	io	6E092T	

SELLER: Addgene Inc. 490 Arsenal Way, Suite 100

	2472 Watertown, MA
STATI U	JNITI D'AMERICA
C.F.	Inserire codice fiscale
VAT nr	90-0133592

mail help@addgene.org

Seller Ref #	Feb. 15, 2023

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Delivery point: "DSMBN", via Campi 287, Modena, 41125, ITALIA; tel 0592055160 Modena, Italy Attention to Gabriele Losi e-mail: gabriele.losi@nano.cnr.it

# Delivery period/date:

after the acceptance date of this P.O.

Items					
Unit	Description	Unit price	Subtotal		
nr	rAAV2/MG1.2, code 184541	75,00	75,00		
nr	pAAV-FLEX-tdTomato, code 28306	75,00	75,00		
nr	pGP-AAV-CAG-FLEX-jGCaMP8f-WPRE, code 162382	75,00	75,00		
nr	Trasporto (shipping)	60,00	60,00		
ExtraUE Suppliers will have to send us a soft copy of their invoice at the					
same time of the shipping					
Total amount:					
	nr nr nr	nr rAAV2/MG1.2, code 184541   nr pAAV-FLEX-tdTomato, code 28306   nr pGP-AAV-CAG-FLEX-jGCaMP8f-WPRE, code 162382   nr Trasporto (shipping)   ExtraUE Suppliers will have to send us a soft copy of their invoice at the same time of the shipping	nr   rAAV2/MG1.2, code 184541   75,00     nr   pAAV-FLEX-tdTomato, code 28306   75,00     nr   pGP-AAV-CAG-FLEX-jGCaMP8f-WPRE, code 162382   75,00     nr   Trasporto (shipping)   60,00     ExtraUE Suppliers will have to send us a soft copy of their invoice at the   60,00		

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.

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/R/2018

#### Accounting Reference nr

- 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 do 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.

#### 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. #; \$323009
  - d) CIG code # **Z113A015CF**
  - e) CUP code #: (if applicable) B53C22000740006
  - 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 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.
- 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 regulations in force.
- 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

CNR - Istituto Nanoscienze

Modena: Via Campi 213A, I-41125 Modena, Italy, tel. (+39)0592055311, fax (+39)059374794 amministrazione.s3@nano.cnr.it - protocollo.nano@pec.cnr.it Partita IVA IT 02118311006 – C.F. 80054330586