

INSTITUTE/OFFICE HEADING

ORDER LETTER/CONTRACT

IGC	B218AE3129	CUP	-	URL	https://www.urp.cnr.it/203700-2024
		<div>Dear RockWare Inc. Company name OE RockWare Inc. Address 2221 East St. #1 Golden, CO 80401 USA Tax code/ VAT number 01408650511 MAIL: Sales@rockware.com</div>			

Ref.: prot. n. 224224 of 06/28/2024

Pos.	Quantity	Description	Unit price	Amount
1	1	PetraSim software license	\$1,690	\$1,690
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
PLACE OF DELIVERY				
			Total	\$1,690
UNIQUE OFFICE CODE (CUU): JW54Y5				
References:				
Dr. Laura Perini - Tel. 055-2757567 e-mail: laura.perini@igg.cnr.it (if any) The				

Contractor has established the definitive guarantee [COMPLETE] of € [COMPLETE] (euro XXXXXXXX), by means of a deposit/guarantee in the documents

Acting Director IGG CNR

GENERAL PURCHASE CONDITIONS

1. Scope of application: These general purchasing conditions have the purpose of uniformly regulating contractual relationships with suppliers from whom the CNR purchases goods and/or services in application of the laws and regulations. The supplier's conditions of sale will in no case be applicable to contractual relationships with the CNR, even if they have been referred to in any document coming from the supplier itself.

2. Delivery: Free delivery.

3. Duration: The supply must be delivered and installed within 30 natural and consecutive days starting from the date of signing of this contract, at IGG secondary office in Florence Via G. La Pira, 4 50121 Florence.

4. Invoicing: The invoice, drawn up according to current legislation, must include, under penalty of refusal of the same, the order number (corresponding to the protocol registration number), the CIG and the CUP.

5. **Payment:** Payment will be made within 30 days, starting from the date of the certificate of regular execution.

6. **Penalties:** For each natural and consecutive day of delay with respect to the deadlines set for the execution of the contract referred to in art.8, a penalty equal to 1‰ (one per thousand) of the contractual amount will be applied, net of VAT and any cost relating to safety in the workplace deriving from risks of an interferential nature . (Only for supply contracts) If the first verification of conformity of the supply has an unfavorable outcome, penalties will not apply; However, if the successful tenderer does not make the supply available again for the conformity check within 20 (twenty) natural and consecutive days following the first unfavorable outcome, or the conformity check is negative again, the penalty mentioned above will be applied for each day. solar delay.

In the event that the amount of the applicable penalties exceeds the amount equal to 20% (twenty percent) of the contractual amount, net of VAT and any cost relating to safety in the workplace deriving from the risks of interferential nature, the Organization will terminate the contract to the detriment of the Contractor, without prejudice to the right to compensation for any further damage suffered.

7. **Traceability of financial flows:** The supplier assumes all the obligations of traceability of financial flows referred to in the art. 3 of Law 136/2010 and subsequent amendments. Failure to use the bank or postal transfer or other collection or payment instruments suitable to allow full traceability of the operations constitutes grounds for unilateral termination of the contract. The supplier undertakes to allow the Administration to carry out the verification referred to in c. 9 art. 3 of law 136/2010 and subsequent amendments and to immediately notify the Administration and the Prefecture-UTG of the province where the Administration is based of the news of the failure of its counterparty (subcontractor) to comply with financial traceability obligations.

8. **[For orders less than 40,000 euros] Express termination clause:** The order is issued in application of the provisions contained in the art. 52, paragraphs 1 and 2 of Legislative Decree 36/2023. The CNR has the right to terminate the contract/order if it is ascertained that the participation requirements are lacking. For the termination of the contract the art. applies. 122 of Legislative Decree 36/2023, as well as articles 1453 et seq. of the Civil Code. The CNR will formally notify the supplier of the resolution, with a prohibition on proceeding with the payment of the fees, if not within the limits of the services already performed.

9. **Competent court:** The Court of Rome will have exclusive jurisdiction for any dispute.

This order letter, finalized through the exchange of commercial correspondence, is signed by each Party, also by overwriting, with a digital signature valid on the date of its affixing and in accordance with the law, and is subsequently exchanged between the parties via certified email. Therefore, the registration tax will be due in case of use pursuant to Presidential Decree 131/1986.

For acceptance (digital signature)

