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CONTRACT OF SUPPLY

ENEA - National Agency for New Technologies, Energy and Sustainable Economic Development, hereinafter called ENEA, domiciled in Rome - Lungotevere Grande Ammiraglio Thaon di Revel, 76, Rome, Italy, tax registration no. 01320740580 and VAT no. 00985801000, represented by Dr. Massimo Iannetta Responsible of the Division Biotechnologies and Agroindustry, on the one part, and Phenospex B.V., with registered office in Jan Camperstraat 11, 6416 SG, Heerlen, The Netherlands, tax registration no. 54212677 (NL) and VAT no. NL851216456B01, represented by its Legal Representative Dr. Stefan Schwarz, on the other part, have agreed as follows:

ART. 1 – SUBJECT OF THE CONTRACT.

In the frame of the project PNRR METROFOOD.IT financed by the European Union – *Next Generation EU* - ENEA grants a contract to the Company, which for its part declares to accept and assume the contract with its own organization and with management at its own risk, the execution of the supply of a Phenotyping platform TraitFinder F600 DualScan, according to the provisions of this contract and in the documents and conditions referred to in the following Art. 2.

ART. 2 - DOCUMENTS AND CONTRACTUAL CONDITIONS

The procurement is subject to exact observance of the conditions set out in the following documents:

- Technical Specifications;
- Integrity Pact;
- Economic offer of the Company;

all documents that the Company declares to know and fully accept and which,

attached to this contract and signed by the Parties, form an integral and substantial part of it.

The company also declares that it fully knows and accepts and undertakes to comply with the Three-Year Corruption Prevention Plan in force in ENEA, as well as the Code of Conduct for ENEA employees, both published on the Agency's institutional website.

ART. 3 - DURATION OF THE CONTRACT

The supply, including installation, testing and 1-day training, must be performed within 90 (ninety) days from the signing of the contract, subject to agreement with the Project Manager, with the right of unilateral withdrawal by ENEA, without additional charges for the Agency, with written notice of at least one month to be communicated to the Company. In this case, without prejudice to the payment of the supply already performed, nothing will be due to the Company as a charge for loss of profit or for any other indemnity or reimbursement.

ART. 4 – AMOUNT OF THE CONTRACT, INVOICING, PAYMENT

The contract will be executed and remunerated on a lump-sum basis.

The total amount of the contract, for the entire duration of the same, amounts to euro 122.538,71 (one hundred twenty-two thousand five hundred thirty-eight euros and seventy-one cents) - excluding VAT – on the basis of the economic offer presented by the Company, and includes the profit and all charges and expenses that the Company will have to bear for the execution of the contract.

If, during the execution of the contract, an increase or decrease in the supply is required, the Company will be obliged to submit to it, under the same conditions, up to a fifth of the contract price. In this case, in compliance with

art. 120, paragraph 9 of Legislative Decree no. 36/2023, the Company cannot assert the right to terminate the contract.

In any case, the provisions of art. 120 of Legislative Decree no. 36/2023 apply, regarding changes to the contract being executed.

ART. 5 – PAYMENTS AND TRANSPARENCY

Pursuant to art. 125 paragraph 1 of Legislative Decree no. 36/2023, an advance payment of 20% (twentypercent) of the contractual amount will can be paid on request, within 15 (fifteen) days of the effective start of the supply, upon presentation of a bank guarantee for an amount equal to the advance paid plus the legal interest rate applied to the period necessary to recover the advance according to the schedule of services.

Payments will be made as follows:

- 60% after receipt of the goods, minus any 20% advance payment received;
- 40% after installation and commissioning of the equipment, minus any 20% advance payment received.

Payments will be made after the approval of the Procedure Manager, within 30 (thirty) days from the date of issue of the Certificate of Verification of Conformity or the Certificate of Regular Execution.

No payment will be made in the event of ascertained irregularity by the Company with the obligations relating to the payment of taxes, duties and contributions.

The contractor will issue the electronic invoices made out to ENEA - National Agency for New Technologies, Energy and Sustainable Economic Development and will send them via email to the Project Manager at the following address: claudia.zoani@enea.it



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The invoice shall contain the specific contractual reference:

Supply of a Phenotyping platform TraitFinder F600 DualScan in the frame of the project PNRR - METROFOOD.IT – Financed by the European Union – Next Generation EU – CLP-IR000003 - CUP I83C22001040006 – CIG B1A84241DE

The contractor (or the subcontractor or subcontractor of the business chain) pursuant to art. 3, paragraph 1, of Law 13 August 2010 n. 136 is obliged to trace the financial flows and, under penalty of absolute nullity of the contract, pursuant to paragraph 8 of the aforementioned art. 3, communicates to ENEA, for the financial transactions referable to this contract, one or more bank current accounts, dedicated to public procurement, as well as the general information and tax code of the persons delegated to operate on them.

The contractor undertakes to immediately notify the contracting station of the breach by its counterparty (sub-contractor/sub-contractor) with the financial traceability obligations.

The parties are aware that, pursuant to art. 3, paragraph 9-bis of the aforementioned law, the failure to use the bank transfer or any payment instrument suitable for allowing the full traceability of the transactions, determines the legal termination of the contract with charges to be borne by the party in breach of the obligations law. The penalties provided for by art. 6 of the same law.

ART. 6 – PENALTIES

In the event of partial or total non-fulfillment of contractual obligations and/or delay in delivery, with respect to the deadline indicated in the document “Technical Specifications”, a penalty is charged to the supplier, equal to 1 ‰

(one per thousand) of the total amount of the supply for each day of delay, to be calculated up to the day of positive tests/verification of conformity of the supply, up to a maximum of 10% (ten per cent) of the contractual amount. Penalties for delays not due to the supplier's liability are excluded. The fixing of the penalties does not exclude either the fair compensation for any other caused damage occurred or the termination of the contract if the total amount of penalties exceeds the guarantee provided by the contractor.

ART. 7 – PRICE ADJUSTMENT

In the cases envisaged by the law, the art. 60, paragraphs 2 and 3 of Legislative Decree no. 36/2023 applies.

ART. 8 – GUARANTEE

To guarantee the execution of the contract, upon signing this contract, the Company is obliged to set up a bank guarantee for an amount equal to 5% (five per cent) of the contract value, pursuant to art. 53, paragraphs 4 of Legislative Decree no. 36/2023.

ART. 9 – REPRESENTATIVES OF THE PARTIES

The Executive Director for ENEA is Dr. Luca Nardi, who will verify compliance with the Company's obligations.

Before the start of the activities, the Company will communicate in writing to the Procedure Manager the name of its Representative.

ART. 10 – ACCIDENT PREVENTION REGULATIONS AND SAFETY MEASURES PLAN

The Company also declares that, in preparing its offer, it has taken into account the obligations imposed by the regulations on safety and working conditions, social security and assistance, in force in the place where the activities are to

be carried out.

Pursuant to art. 26, paragraph 1, lett. b) of Legislative Decree no. 81/2008, ENEA will provide detailed information on the risks existing in the environment in which the Company is intended to operate and on the prevention and emergency measures adopted in relation to the activities to be carried out.

ART. 11 - STAFF INVOLVED IN THE ACTIVITIES AND EQUIPMENT USED

The Company must notify the Procedure Manager of the names of its personnel assigned to the activities, also giving timely written communication of any changes.

The Company, under its own responsibility, undertakes to ensure that its personnel employed for the execution of the activities observe the provisions established by ENEA which regulate the access, permanence and exit of personnel employed by companies and those provided for access to Casaccia Research Center in Rome.

The Company is aware that ENEA may have the personnel and vehicles used for its activities inspected, in accordance with current legislation on the matter.

The Company assumes the obligation to carry out the activities with the organization of the necessary means and with management at its own risk. The same also assumes, as employer, all the related obligations imposed by current legislation. The staff of the Company and its collaborators in any capacity are required to comply with the Code of Conduct for ENEA employees and the obligations of conduct deriving from it, under penalty of termination of the contract.

The use of any tool, equipment or machinery by the Company will be at the complete and total risk of the same, which in any case will be required to verify, before and during use, the exact conformity of the same and of their methods of use to all the provisions of the law in force.

The Company will arrange, at its care and expense, to have its personnel wear a suitable uniform with a clearly visible identification card bearing the company name as well as the provisions of articles 18 and 21 of Legislative Decree no. 81/2008. The Company will have to arrange, at its own expense, for the transport of its personnel to the place of the contract and vice versa.

ART. 12 – ACTIVITIES OF THE COMPANY

The Company declares, under its own responsibility, that no person carrying out activities in favor of the same, whether in a direct employment regime, as an occasional form of consultancy or of any other nature, as well as having an interest in the activity of the Company itself, is an employee of ENEA, even if in a position of expectation or holds positions of political or administrative management in the organization of the Agency.

The same acknowledges that, in the event of ascertained existence of a relationship or an interest as mentioned above, the contract may be terminated upon complaint by ENEA, with recourse to the definitive security deposit referred to in the previous art. 8, without any acknowledgment for any services and/or services provided and without prejudice to ENEA's right to claim direct and indirect damages deriving from the termination.

ART. 13 – INSURANCE

The Company is liable for any willful or negligent act, even involving its own employees, which causes damage to ENEA, ENEA personnel, third parties or

third party property, and consequently undertakes to pay compensation for all damages, direct or indirect, produced and consequential.

To this end, with the signing of this contract and in any case before the start of the activities, the Company is required to stipulate, at its own expense, a specific civil liability policy, which expressly provides for insurance for damages, direct or indirect, deriving from the execution of this contract, with a single limit of no less than € 500.000 (five hundred thousand). A copy of the aforementioned policy, conforming to the original, must be delivered to the Procedure Manager.

In the event that accidents to people or damage to property occur during the execution of the contract, one applies the art. 24 of the Ministerial Decree no. 49/2018.

ART. 14 – CONTROL OF COMPANY COMPOSITION

The Company undertakes to communicate to ENEA, upon occurrence of the fact, if there have been changes in the corporate composition of an amount greater than 2% compared to what was communicated at the time of stipulation of the contract, pursuant to art. 2 of the D.P.C.M. no. 187/1991.

ART. 15 – SUBCONTRACTING

Subcontracting is not permitted for this supply, as it is scientific instrumentation with a high technological content.

ART. 16 – ASSIGNMENT OF THE CONTRACT

Pursuant to art. 119, paragraph 1, of Legislative Decree no. 36/2023, under penalty of nullity, without prejudice to the provisions of article 120, paragraph 1, letter d) of Legislative Decree no. 36/2023, the contract cannot be transferred, the complete execution of the services or processes covered by this

contract cannot be entrusted to third parties.

ART. 17 – TAX CHARGES

The costs of the stamp duty of this contract and its annexes, as indicated in art. 18, paragraph 10 and in the Table of Annex I.4 of Legislative Decree no. 36/2023, amount to € 40,00 (forty) and are at the expense of the Company.

The costs relating to the registration of the contract are at the expense of the Party which, in case of use, provides for the same.

VAT is paid by ENEA to the extent established by law.

ART. 18 – TERMINATION OF THE CONTRACT

The contract may be terminated upon occurrence of one or more of the conditions referred to in art. 122 of Legislative Decree no. 36/2023.

In such cases, ENEA will pay the Company exclusively the contractual fee relating to the services regularly performed, minus any additional charges deriving from the termination of the contract. The termination of the contract will also lead to ENEA forfeiting the definitive guarantee pursuant to art. 117 of Legislative Decree no. 36/2023, to compensation for damages by the Company quantified on the basis of the provisions of the art. 1382 of the Civil Code and according to the criteria identified in Annex II.14 to the Legislative Decree no. 36/2023, as well as any further and greater expenditure.

ART. 19 – CERTIFICATE OF CONFORMITY

For the verification of the conformity of the supply performed with those agreed, one applies the art. 116 of Legislative Decree no. 36/2023. Within 60 (sixty) days from the date of completion of all activities, the Certificate of Verification of Conformity or the attestation of regular execution in the cases envisaged by the new code will be issued by the Procedure Manager. The

positive outcome will determine the payment of the balance of the supply performed and the release of the deposit given by the Company to guarantee the failed or incorrect performance of the supply.

ART. 20 – REFERRAL RULE

For everything not expressly indicated in this contract, reference is made to the documents indicated in the previous Art. 2, as well as to all the provisions of the law in force on the matter.

ART. 21 – JURISDICTION

For any controversy, direct or indirect, related to the object of this contract as well as to its interpretation, application and execution, the Court of Rome has exclusive jurisdiction.

ART. 22 – DATA PROCESSING

Pursuant to Regulation (EU) 2016/679 and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018, ENEA informs that:

1) The Data Controller is the National Agency for New Technologies, Energy and Sustainable Economic Development ("ENEA") with headquarters and tax domicile in Rome, Lungotevere Grande Ammiraglio Thaon di Revel n. 76.

2) The processing of the data requested from the Company pursues exclusively the following purposes:

fulfill the contractual obligations related to this contract;

fulfill all the administrative, fiscal and accounting obligations connected to the activities covered by this contract.

3) Data processing takes place manually and using IT and electronic tools, observing the principles of correctness and loyalty in order to guarantee maximum security and confidentiality in full compliance with current

legislation on the protection of personal data.

4) The data requested from the Company are necessary to fulfill contractual, fiscal and administrative obligations. The provision of the same is, therefore, mandatory for the establishment and maintenance of any contractual relationship.

5) Personal data, acquired for the aforementioned purposes, may be communicated to public and/or private bodies in relation to mandatory obligations by law.

6) Personal data, acquired for the aforementioned purposes, may be communicated to public and/or private bodies in relation to mandatory obligations by law.

ART. 23 – ENEA STATEMENT

The declaration pursuant to art. 26, paragraph 3 bis, of Law 488/1999 (as amended by Legislative Decree 168/2004, converted in Law 191/2004) on part of ENEA is attached to the contract.

ART. 24 – ALTERNATIVE REMEDIES TO LEGAL PROTECTION

The provisions of Book V, Part I, Title II, Chapter II apply, with the exception of art. 213 (Arbitration) of Legislative Decree n. 36/2023.

READ, CONFIRMED AND SIGNED WITH DIGITAL SIGNATURE

Rome,

ENEA

The Company

Firmato digitalmente da: Massimo Iannetta
Organizzazione: ENEA/01320740580
Data: 14/05/2024 16:00:40

The undersigned Dr. Stefan Schwarz, Legal representative of the Company, declares to have detailed and perfect knowledge of all the contractual clauses

and deeds referred to therein; pursuant to and by effect of art. 1341 of the civil code, he also declares to accept all the conditions and agreements contained therein and to have particularly considered what has been established and agreed with the relative clauses; in particular, declares to specifically approve the terms and conditions referred to in Articles 4, 5, 6, 12, 13, 15, 16, 18, 20, 21, 22, 24 of this contract.

The Company



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Declaration pursuant to art. 26, paragraph 3 bis, of Law 23/12/1999

no. 488 as modified by the Law Decree 12 July 2004 n. 168

(converted in Law 30 July 2004 n. 191)

Pursuant to art. 26, paragraph 3 bis, of Law 23 December 1999 n. 488, as modified by the D.L. 12 July 2004 n. 168 (converted with Law 30 July 2004 n. 191), the undersigned Dr. Massimo Iannetta, in relation to the contract for the supply of a Phenotyping platform TraitFinder F600 DualScan, stipulated between ENEA, represented by the undersigned, and Phenospex B.V. in the person of Dr. Stefan Schwarz, on the other,

DECLARE

a pursuant to and for the purposes of articles 47 and following of the D.P.R. 28 December 2000 no. 445 and subsequent amendments, compliance with the provisions contained in paragraph 3 of the Law of 23 December 1999 n. 488, as modified by the Law Decree 12 July 2004 n. 168 (converted in Law 30 July 2004 n. 191), and in particular that the contract was stipulated in the absence, on that date, of a CONSIP Convention relating to the good or service covered by this contract, in relation to the provisions of art. 26, paragraph 1, of the Law 23 December 1999 n. 488, as modified by the Law Decree 12 July 2004 n. 168 (converted in Law 30 July 2004 n. 191).

Rome