



Rep. 227 / 2021 – Prot. 1692 di data 09/09/2021

Fascicolo X/4.1

OGGETTO: Affidamento diretto ex art.36, comma 2, lett. a) del D. Lgs. 50/2016, per un importo pari a Usd 1,132.00, a seguito di indagine di mercato per la fornitura di 4 lampade specifiche, di cui all'Allegato 1.

Codice CIG: Z7832FBB16

Codice CUP: J98D19000560002

IL DIRETTORE DI DIPARTIMENTO

VISTO il decreto legislativo 18 aprile 2016, n. 50 ed in particolare, il comma 2 dell'art.32, il quale prevede che, prima dell'avvio delle procedure di affidamento dei contratti pubblici, le stazioni appaltanti, in conformità ai propri ordinamenti, decretino o determinino di contrarre, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

CONSIDERATO che nella procedura di cui all'articolo 36, comma 2, lettera a) del D. Lgs. 50/2016, la stazione appaltante può procedere ad affidamento diretto tramite determina a contrarre, o atto equivalente, che contenga, in modo semplificato, l'oggetto dell'affidamento, l'importo, il fornitore, le ragioni della scelta del fornitore, il possesso da parte sua dei requisiti di carattere generale, nonché il possesso dei requisiti tecnico-professionali, ove richiesti;

VISTA la legge n. 55 dd. 14 giugno 2019 pubblicata sulla Gazzetta Ufficiale della Repubblica Italiana n.140 del 17 giugno 2019 ed entrata in vigore il 18 giugno 2019 che ha convertito con modificazioni il D.L. 18 aprile 2019, n. 32;

PREMESSO che si rende necessario provvedere alla fornitura/servizio di cui all'oggetto al fine di **RICERCA**

VISTO l'art. 4 comma 1 del decreto legge 126 del 29 ottobre 2019 ai sensi del quale "Non si applicano alle università statali, agli enti pubblici di ricerca e alle istituzioni di alta formazione artistica, musicale e coreutica, per l'acquisto di beni e servizi funzionalmente destinati all'attività di ricerca, trasferimento tecnologico e terza missione:

- a) le disposizioni di cui all'articolo 1, commi 449, 450 e 452, della legge 27 dicembre 2006, n. 296, in materia di ricorso alle convenzioni-quadro e al mercato elettronico delle pubbliche amministrazioni e di utilizzo della rete telematica;
- b) le disposizioni di cui all'articolo 1, commi da 512 a 516, della legge 28 dicembre 2015, n. 208, in materia di ricorso agli strumenti di acquisto e negoziazione della Consip S.p.a. per gli acquisti di beni e servizi informatici e di connettività."



CONSIDERATO che tale fornitura non rientra tra i lavori oppure beni e servizi elencati nell'art.1 del DPCM 24 dicembre 2015;

CONSIDERATO che si è proceduto chiedendo un'offerta alle ditte:

- 1) Ledodm (Allegato 2)
- 2) Utecht Products (Allegato 3)
- 3) Kessil DiCon Fiberoptics, Inc. (Allegato 4)

CONSIDERATO che la ditta Ledodm non può fornire i prodotti di cui all'Allegato 1 (Allegato 2);

CONSIDERATO che sono pervenute le seguenti offerte:

- 1) Utecht Products (Allegato 5)
- 2) Kessil DiCon Fiberoptics, Inc. (Allegato 6)

CONSIDERATO che tra le offerte pervenute quella della società **Kessil DiCon Fiberoptics, Inc.** (Allegato 6) risulta essere la migliore, stante un'offerta pari a **Usd 1,132.00**;

CONSIDERATO che si è proceduto tramite Ordine diretto all'estero

DATO ATTO che si è proceduto nel rispetto dei principi di cui all'articolo 30 comma 1, del D. Lgs. 50/2016 e s.m.i con particolare riguardo all'economicità, alla concorrenza, alla rotazione, e al divieto di artificioso frazionamento della spesa, nonché del principio di cui all'art.34, 42 del D. Lgs.50/2016;

CONSIDERATO che l'affidamento di cui trattasi è avvenuto con il criterio del minor prezzo, ai sensi dell'art. 36, c.9 bis della L. 55/2019, trattandosi di fornitura/servizio di importo inferiore a 40.000,00 euro;

PRESO ATTO che l'affidamento con l'operatore economico si perfeziona attraverso scambio di lettere consistente nella trasmissione del buono d'ordine e conseguente accettazione da parte dell'operatore economico prescelto;

CONSIDERATO che per espressa previsione dell'art.32, comma 10, lett. b) del D. Lgs. 50/2016, al presente affidamento non si applica il termine dilatorio di stand still per la stipula del contratto;

CONSIDERATO che l'affidamento di cui al presente provvedimento grava sui fondi del progetto D22_microgrants_FILIPPINI-21 di cui si attesta la disponibilità;

VISTO il budget del progetto D22_microgrants_FILIPPINI-21;

VISTO che il Responsabile Unico del Procedimento è il prof. Paolo Tecilla, Direttore del Dipartimento di Scienze Chimiche e Farmaceutiche;



VISTI

- Il D. Lgs. 18 aprile 2016 n. 50 e s.m.i. – Codice dei Contratti Pubblici;
- Il D. Lgs. 19 aprile 2017, n. 56 – Correttivo al Codice dei Contratti Pubblici;
- la legge n. 55 dd. 14 giugno 2019 – entrata in vigore il 18 giugno 2019 – che ha convertito con modificazioni il D.L. 18 aprile 2019, n. 32, in vigore dal 19 aprile 2019 al 17 giugno 2019;
- la delibera dell'Anac n. 140 del 27 febbraio 2019;
- la delibera numero 206 del 01 marzo 2018 dell'Anac con cui sono state approvate le Linee Guida n. 4, di attuazione del Decreto Legislativo 18 aprile 2016, n. 50, recanti "Procedure per l'affidamento dei contratti pubblici di importo inferiore alle soglie di rilevanza comunitaria, indagini di mercato e formazione e gestione degli elenchi di operatori economici";
- Delibera numero 1007 del 11 ottobre 2017 dell'Anac con cui sono state approvate le Linee guida n. 3, di attuazione del D. Lgs. 18 aprile 2016, n. 50, recanti «Nomina, ruolo e compiti del responsabile unico del procedimento per l'affidamento di appalti e concessioni»
- L'art.26 della legge 488/1999 circa l'obbligo di aderire alle convenzioni CONSIP;
- Il D.P.R. 28 dicembre 2000, n. 445;
- L'art.37 del D. Lgs.33/2013 e l'articolo 1, comma 32, della Legge n. 190/2012 e le successive modifiche ed integrazioni in materia rispettivamente di "Amministrazione Trasparente" e "Norme di contrasto alla corruzione";

CONSIDERATO che la presente determina, in ossequio al principio di trasparenza e fatto salvo quanto previsto dall'art.1, comma 32, della Legge 190/2012 e dal D. Lgs. 33/2013, è pubblicata, ai sensi dell'art.29 del D. Lgs. 50/2016, nel proprio sito web, liberamente scaricabile sul sito internet dell'Università di Trieste – "Amministrazione Trasparente" - "Bandi Gara e Contratti" - <http://web.units.it/gare-appalto>.

DETERMINA

Per le motivazioni indicate in premessa:

- 1) Di affidare la fornitura relativa a 4 lampade specifiche di cui all'Allegato 1, alla Società **Kessil DiCon Fiberoptics, Inc.** corrente in 1689 Ragatta Blvd., Richmond CA 94804, Virginia (USA), per un importo pari a **Usd 1,132.00**;
- 2) Di stabilire che il costo complessivo dell'affidamento graverà sui fondi del progetto **D22_microgrants_FILIPPINI-21**, di cui si attesta la disponibilità;
- 3) Di disporre che il pagamento verrà effettuato a seguito degli accertamenti in materia di pagamenti della PA ed al rispetto degli obblighi di cui all'art.3 della Legge 136/2010, e comunque previa presentazione di fatture debitamente controllate e vistate in ordine alla regolarità e rispondenza formale e fiscale;
- 4) Di provvedere, ai sensi dell'art. 29, comma 1, del D. Lgs 50/2016, alla pubblicazione sul sito internet dell'Università di Trieste – "Amministrazione Trasparente" - "Bandi Gara e Contratti" - <http://web.units.it/gare-appalto> nell'ambito della suddetta procedura di gara.

Università degli Studi di Trieste

Dipartimento di Scienze Chimiche e Farmaceutiche
sedi: - via Licio Giorgieri, 1 (amministrazione)
- piazzale Europa, 1
34127 Trieste

dipdscf@units.it
tel +39 040 558 3902
tel +39 040 574181-5587943

www.dscf.units.it
fax +39 040 558 3903
fax +39 040 52572



UNIVERSITÀ
DEGLI STUDI DI TRIESTE

Dipartimento di Scienze Chimiche e Farmaceutiche

Il Responsabile del Procedimento accerterà la regolare esecuzione del servizio.

Il Direttore del DSCF

M. T. Celli

Allegati:

- 1) Fornitura
- 2) Richiesta offerta Ledodm (e risposta negativa)
- 3) Richiesta offerta Utecht Products
- 4) Richiesta offerta Kessil
- 5) Offerta Utecht Products
- 6) Offerta Kessil

Publicato sul sito internet dell'Università di Trieste – "Amministrazione Trasparente" - "Bandi Gara e Contratti" - <http://web.units.it/gare-appalto>

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UNIVERSITÀ
DEGLI STUDI DI TRIESTE

Dipartimento di Scienze Chimiche e Farmaceutiche

Trieste, 02 settembre 2021

QUANTITA'	DESCRIZIONE
2	PR160L-456nm LED Photoredox Light EU
1	PR160L-440nm LED Photoredox Light EU
1	PR160L-525nm LED Photoredox Light EU

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tel +39 040 574181-5587943

www.dscf.units.it

fax +39 040 558 3903

fax +39 040 52572

Ali. 2

Re: LED lamps request



Megan <megan@ledodm.com>
A ROSSO CRISTIAN [PHD0300066]

↳ Rispondi ⏪ Rispondi a tutti ➔ Inoltra ⋮

mercoledì 01/09/2021 15:54

📘 In caso di problemi di visualizzazione del messaggio, fare clic qui per visualizzarlo in un Web browser.

Tel: +8618211555518
Whatsapp: +8618211555518
Wechat: 18211555518
Skype: megan@ledodm.com
Website: www.ledodm.com
Address: 5F, Building A, Taohuayuan Science and technology innovation Park, Songgang Street, Bao'an District, Shenzhen, Guangdong. 518105

From: ROSSO CRISTIAN [PHD0300066]

Date: 2021-09-01 18:43

To: info@ledodm.com

Subject: LED lamps request

Goodmorning,

I am Cristian Rosso, postdoctoral researcher at University of Trieste (Italy).

I would kindly ask if you have high intensity LED lamps, not strips. In particular, we are interested in 2 lamps at 456 nm, 1 lamp at 440 nm and 1 lamp at 525 nm, with at least 40W power each.

Thanks in advance for your collaboration,

best regards.

Cristian Rosso

Re: LED lamps request



Megan <megan@ledodm.com>
A ROSSO CRISTIAN [PHD0300066]

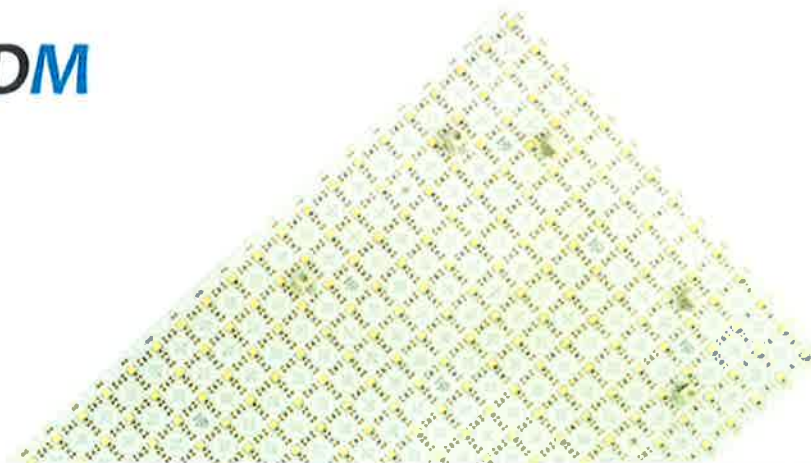
↳ Rispondi ⏪ Rispondi a tutti ➔ Inoltra ⋮

mercoledì 01/09/2021 15:54

📘 In caso di problemi di visualizzazione del messaggio, fare clic qui per visualizzarlo in un Web browser.

Hi Cristian,

Please let me know this is workable for you.



R: LED lamps request



ROSSO CRISTIAN [PHD0300066]
A Megan

↳ Rispondi ↳ Rispondi a tutti → Inoltra ⋮

mercoledì 01/09/2021 16:03

Dear Megan,

thanks for your reply.

Unfortunately, this item is not suitable for our research.

Thanks anyway for your time, best regards.

Cristian Rosso

Da: Megan <megan@ledodm.com>

Inviato: mercoledì 1 settembre 2021 15:54

A: ROSSO CRISTIAN [PHD0300066] <CRISTIAN.ROSSO@phd.units.it>

Oggetto: Re: LED lamps request

Hi Cristian,

Please let me know this is workable for you.



De.3

Quotation request for PR160L



ROSSO CRISTIAN [PHD0300066]
sales@utechproducts.com

↳ Rispondi ⏪ Rispondi a tutti → inoltra ⋮
mercoledì 01/09/2021 12:37

Goodmorning,

I am Cristian Rosso, postdoctoral researcher at University of Trieste (Italy).

I would kindly ask you a quotation for four PR160L lamps. In particular, we could be interested in 2 lamps at 456 nm, 1 lamp at 440 nm and 1 lamp at 525 nm.

Thanks in advance for your collaboration,

best regards,

Cristian Rosso

Al. 4

R: Kessil PR160L LED Photoredox Lights Inquiry



ROSSO CRISTIAN [PHD0300066]

A Angela Liou

Cc Franco Chan

↳ Rispondi

↳ Rispondi a tutti

→ Inoltra



martedì 31/08/2021 17:41

Dear Angela,

I contact you again since we would like to buy from you other four PR160L LED lamps.

In this case, I would ask you a quotation for 2 lamps at 456 nm, 1 lamp at 440 nm and 1 lamp at 525 nm. The contact person to whom address the quotation and the invoice (for administrative reasons) is Dr. Giacomo Filippini, University of Trieste, email: gfilippini@units.it

Please, let me know when you can provide us the quotation and, eventually, if you need the pre-payment also in this case.

Many thanks in advance,

best regards.

Cristian Rosso

Al. 5

Quote

UTECH[®] Products, Inc.

135 Broadway
Schenectady, NY 12305
(518) 831-8000

ORDER NUMBER: 5012440
ORDER DATE: 9/6/2021
CURRENCY: **British Pounds**
SALESPERSON: AK
CUSTOMER NO: 00-0081555

SOLD TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

SHIP TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

CONFIRM TO:
CRISTIAN.ROSSO@phd.units.it

DUNS #: 607-404-563
FEDERAL ID #: 14-1732592

CUSTOMER P.O. Quotation request for		SHIP VIA	SHIPPING TERMS EXW - EX WORKS		TERMS Cash In Advance		PRICE	AMOUNT
PO LINE NO	ITEM NUMBER	UNIT	LEAD TIME (ARO):	ORDERED	SHIPPED	BACK ORDER		
PR160L 1	48617508	EACH	3 Weeks	2.00	0.00	0.00	495.150	990.30
Kessil LED PhotoReaction Light PR160L456nm with EU plug UOM: Each								
Kessil Utech # 48617508								
2	39136387	EACH	3 Weeks	1.00	0.00	0.00	495.150	495.15
Kessil LED PhotoReaction Light PR160L440nm with EU plug UOM: Each								
Kessil Utech #39136387								
3	48617509	EACH	3 Weeks	1.00	0.00	0.00	495.150	495.15
Kessil LED PhotoReaction Light PR160L525nm with EU plug UOM: Each								
Kessil Utech # 4861750								
4	BANK FEE	EACH	3 Weeks	1.00	0.00	0.00	35.000	35.00
BANK FEE								

Thank you for choosing Utech Products Inc.

Wire Payments to: Utech Products Inc
Bank: Bank of Castile
Account No. 8220032553/Routing No. 022306818
Swift: TMPKUS33 (for further credit to Bank of Castile ABA 022306818)

CURRENCY: British Pounds

Net Order:	£	2,015.60
Less Discount:		0.00
Freight:		0.00
Sales Tax:		0.00
Order Total:	£	2,015.60

UTECH[®] Products, Inc.

135 Broadway
Schenectady, NY 12305
(518) 831-8000

ORDER NUMBER: 5012440
ORDER DATE: 9/6/2021
CURRENCY: British Pounds
SALESPERSON: AK
CUSTOMER NO: 00-0081555

SOLD TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

SHIP TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

CONFIRM TO:

CRISTIAN.ROSSO@phd.units.it

DUNS #: 607-404-563
FEDERAL ID #: 14-1732592

CUSTOMER P.O.	SHIP VIA	SHIPPING TERMS	TERMS					
Quotation request for		EXW - EX WORKS	Cash In Advance					
PO LINE NO	ITEM NUMBER	UNIT	LEAD TIME (ARO):	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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Utech Products, Inc. ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

PRICE

All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

TAXES AND OTHER CHARGES

Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

TERMS OF PAYMENT

Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a

Thank you for choosing Utech Products Inc.

Wire Payments to: Utech Products Inc

Bank: Bank of Castile

Account No. 8220032553/Routing No. 022306818

Swift: TMPKUS33 (for further credit to Bank of Castile ABA 022306818)

CURRENCY: British Pounds

Net Order:	£	2,015.60
Less Discount:		0.00
Freight:		0.00
Sales Tax:		0.00
Order Total:	£	2,015.60

UTECH® Products, Inc.

135 Broadway
Schenectady, NY 12305
(518) 831-8000

ORDER NUMBER: 5012440
ORDER DATE: 9/6/2021
CURRENCY: British Pounds
SALESPERSON: AK
CUSTOMER NO: 00-0081555

SOLD TO:

University of Trieste
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Italy

SHIP TO:

University of Trieste
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CONFIRM TO:
CRISTIAN.ROSSO@phd.units.it

DUNS #: 607-404-563
FEDERAL ID #: 14-1732592

CUSTOMER P.O. Quotation request for	SHIP VIA	SHIPPING TERMS EXW - EX WORKS	TERMS Cash In Advance					
PRICOL								
PO LINE NO	ITEM NUMBER	UNIT	LEAD TIME (ARO)	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless specified otherwise on the quote and/or invoice.

DELIVERY; CANCELLATION OR CHANGES BY BUYER

The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Shipping and handling fees, special packaging materials (e.g., blue ice), carrier surcharges and hazardous material fees imposed by government regulation will be added separately to the invoice. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller.

EXPORT SHIPMENTS

Seller may offer international Buyers products and services as per Intercom terms. The intercom terms for the purpose of export to various countries where seller may or may not have presence to provide full service in the Buyer country and may have different meaning as defined in the INTERCOM 2015. Following are the definition of INTERCOM terms for the sales of goods and services to the Buyer under this agreement:

EXW (Ex-Works): Seller makes the goods available to be collected at their premises and the Buyer is responsible for all other risks, transportation costs, taxes and duties from that point onwards. This term is commonly used when quoting a price.

FCA (*Free Carrier*): Seller gives the goods, cleared for export, to the Buyer's carrier at a specified place. The buyer is then responsible for getting transported to the specified place of final delivery. This term is commonly used for containers travelling by more than one mode of transport.

CPT (*Carriage Paid To*): Seller pays to transport the goods to the specified destination. Responsibility for the goods transfers to the Buyer when the seller passes them to the first carrier.

CIP (*Carriage and Insurance Paid*): Seller pays for insurance as well as transport to the specified destination. Responsibility for the goods transfers to the Buyer when the seller passes them to the first carrier.

DAT (*Delivered at Terminal*): Seller pays for transport to a specified terminal at the agreed destination. The Buyer is responsible for the cost of importing the goods. The

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Wire Payments to: Utech Products Inc

Bank: Bank of Castile

Account No. 8220032553/Routing No. 022306818

Swift: TMPKUS33 (for further credit to Bank of Castile ABA 022306818)

CURRENCY: British Pounds

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(518) 831-8000

ORDER NUMBER: 5012440
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SALESPERSON: AK
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Italy

SHIP TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

CONFIRM TO:

CRISTIAN.ROSSO@phd.units.it

DUNS #: 607-404-563
FEDERAL ID #: 14-1732592

CUSTOMER P.O. Quotation request for	SHIP VIA	SHIPPING TERMS EXW - EX WORKS	TERMS Cash In Advance					
PP160L								
PO LINE NO	ITEM NUMBER	UNIT	LEAD TIME (ARO):	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

buyer takes responsibility once the goods are unloaded at the terminal. Buyer is responsible for providing all the documents required for customs and other regulatory authorities of the destination country.

DAP ('Delivered at Place'): Seller pays for transport to the specified destination, but the Buyer pays the cost of importing the goods. The seller takes responsibility for the goods until they're ready to be unloaded by the Buyer, Buyer is responsible for providing all the documents required for customs and other regulatory authorities of the destination country.

DDP/DTP ('Delivered Duty Paid'): Seller is responsible for delivering the goods to the named destination in the buyer's country, including all costs involved. Buyer is responsible to provide documents required for custom clearance and other regulatory authorities in the destination country.

FAS ('Free Alongside Ship'): Seller puts the goods alongside the ship at the specified port they're going to be shipped from. The seller must get the goods ready for export, but the Buyer is responsible for the cost and risk involved in loading them.

FOB ('Free on Board'): Seller will get the goods ready for export and load them onto the specified ship. The Buyer and Seller share the costs and risks when the goods are on board. This term is not used for goods transported in containers by more than one mode of transport (FCA is usually used for this).

CFR ('Cost and Freight'): Seller will pay the costs of bringing the goods to the specified port. The buyer is responsible for risks when the goods are loaded onto the ship.

CIF ('Cost, Insurance and Freight'): Seller will pay the costs of bringing the goods to the specified port. They also pay for insurance. The buyer is responsible for risks when the goods are loaded onto the ship.

Regardless of incoterm, the ultimate Buyer is responsible to answer requests from the destination customs officials and regulatory authorities. The Buyer is responsible to provide import letters, documentation, certifications and licenses etc. from local customs under any transport incoterm. Buyer will be responsible to pay Demurrage and Storage charges levied by customs and/or shipping companies at the destination for any delays due to Buyers inability or willingness to provide such information and/or documentation in a timely manner.

TITLE AND RISK OF LOSS

Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

WARRANTY

Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions. then, if applicable. Buyer may return the defective Products to Seller with all costs

Thank you for choosing Utech Products Inc.

Wire Payments to: Utech Products Inc

Bank: Bank of Castile

Account No. 8220032553/Routing No. 022306818

Swift: TMPKUS33 (for further credit to Bank of Castile ABA
022306818)

CURRENCY: British Pounds

Net Order:	£	2,015.60
Less Discount:		0.00
Freight:		0.00
Sales Tax:		0.00
Order Total:	£	2,015.60

UTECH[®] Products, Inc.

135 Broadway
Schenectady, NY 12305
(518) 831-8000

ORDER NUMBER: 5012440
ORDER DATE: 9/6/2021
CURRENCY: British Pounds
SALESPERSON: AK
CUSTOMER NO: 00-0081555

SOLD TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

SHIP TO:

University of Trieste
Attn:Cristian Rosso
Piazzale Europa,1 - 34127
Italy

CONFIRM TO:

CRISTIAN.ROSSO@phd.units.it

DUNS #: 607-404-563

FEDERAL ID #: 14-1732592

CUSTOMER P.O.	SHIP VIA	SHIPPING TERMS	TERMS					
Quotation request for		EXW - EX WORKS	Cash In Advance					
PRICED PO LINE NO	ITEM NUMBER	UNIT	LEAD TIME (ARO):	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

INDEMNIFICATION BY SELLER**By Seller**

Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any

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135 Broadway
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(518) 831-8000

ORDER NUMBER: 5012440
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SALESPERSON: AK
CUSTOMER NO: 00-0081555

SOLD TO:

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Attn:Cristian Rosso
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SHIP TO:

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CONFIRM TO:

CRISTIAN.ROSSO@phd.units.it

DUNS #: 607-404-563
FEDERAL ID #: 14-1732592

CUSTOMER P.O. Quotation request for	SHIP VIA	SHIPPING TERMS EXW - EX WORKS	TERMS Cash In Advance					
PR1601								
PO LINE NO	ITEM NUMBER	UNIT	LEAD TIME (ARO):	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

By Buyer

Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees. from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

SOFTWARE

With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS

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PR160L NO			
ITEM NUMBER	UNIT	LEAD TIME (ARO):	PRICE
ORDERED	SHIPPED	BACK ORDER	AMOUNT

(WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000), NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

EXPORT RESTRICTIONS

Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the

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Net Order:	£	2,015.60
Less Discount:		0.00
Freight:		0.00
Sales Tax:		0.00
Order Total:	£	2,015.60

Al. 6

Kessil
www.Kessil.com

Kessil is a DiCon Brand
DiCon Fiberoptics, Inc.
1689 Regatta Blvd
Richmond, CA 94804

BILL TO:

UNIVERSITY OF TRIESTE
Department of Chemical and Pharmaceutical Sciences
via Licio Giorgieri 1
34127 Trieste
Italy

SHIP TO:

UNIVERSITY OF TRIESTE
Department of Chemical and Pharmaceutical Sciences
via Licio Giorgieri 1
34127 Trieste
Italy

Attn: Dr. Giacomo Filippini (Filippini Group)
Tel: +39 0405583998

Order Acknowledgement	
Purchase Order No. 090221	DiCon Order No. SO21090017
Resale Resale	Order Acknowledgement Date 09-02-21
Buyer Contact Dr. Giacomo Filippini	+39 0405583998 gfilippini@units.it
DiCon Contact Heidi Chen	Customer Service +886 7 815 8055 #108 hchen@diconfiberoptics.com
Payment Terms PREPAYMENT	
Ship Method UPS Worldwide Saver(Express)	Ship ACCT. PPA
Ship Terms EX WORKS KAOHSIUNG TW	

Item	DiCon's Part No. / Description / Buyer's Part No.	Quantity	Shipment Dates	Unit Price	Extended Amount
1	DiCo's P/N : KSPR160L-456-EU Description : Kessil PhotoReaction PR160L-456-EU Buyer's P/N :	2	09-09-21	263.00	526.00
2	DiCo's P/N : KSPR160L-440-EU Description : Kessil PhotoReaction PR160L-440-EU Buyer's P/N :	1	09-09-21	263.00	263.00
3	DiCo's P/N : KSPR160L-525-EU Description : Kessil PhotoReaction PR160L-525-EU Buyer's P/N :	1	09-09-21	263.00	263.00
4	DiCo's P/N : Freight_Charge Description : Buyer's P/N :	1	09-09-21	80.00	80.00

TAX : \$0.00
TOTAL : \$1,132.00

This contract is for the sale of products described by DiCon's part numbers and specifications.

Buyer's part numbers and specifications are for buyer's information purposes only and are not part of this contract.

This contract is subject to DiCon's Terms and Conditions. DiCon expressly limits Buyer's purchase order to the terms of DiCon's Sales Quotation as amended by this Order Acknowledgment and DiCon's Terms and Conditions and objects to all other terms of Buyer's purchase order.

A copy of DiCon's Terms and Conditions is included with this Order Acknowledgement.

NOTES:

PROFORMA INVOICE

DiCon Order No	SO21090017
Customer PO#	090221
Proforma Date	09-02-21

SOLD TO:
UNIVERSITY OF TRIESTE
Department of Chemical and Pharmaceutical Sciences
via Licio Giorgieri 1
34127 Trieste
Italy

SHIPPED TO:
UNIVERSITY OF TRIESTE
Department of Chemical and Pharmaceutical Sciences
via Licio Giorgieri 1
34127 Trieste
Italy

Attn: Dr. Giacomo Filippini (Filippini Group)
Tel: +39 0405583998

PO NO.		SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS	
090221		UPS Worldwide Saver(Express)	EX WORKS KAOHSIUNG TW	PREPAYMENT	
ITEM	QTY. ORDERED	PRODUCT DESCRIPTION		UNIT PRICE	LINE TOTAL
1	2	DiCon Model No : KSPR160L-456-EU Description : Kessil PhotoReaction PR160L-456-EU CUST. Model No :		\$263.00	\$526.00
2	1	DiCon Model No : KSPR160L-440-EU Description : Kessil PhotoReaction PR160L-440-EU CUST. Model No :		\$263.00	\$263.00
3	1	DiCon Model No : KSPR160L-525-EU Description : Kessil PhotoReaction PR160L-525-EU CUST. Model No :		\$263.00	\$263.00

SUBTOTAL : \$1,052.00

TAX : \$0.00

FREIGHT : \$80.00

PROCESSING FEE : \$0.00

GRAND TOTAL (USD) : \$1,132.00

1. ALL UNIT PRICE QUOTED HEREIN ARE US DOLLARS.
2. ANY CHANGES IN SHIPPING COSTS OR INSURANCE RATES ARE FOR ACCOUNT OF THE BUYER.
3. PLEASE MAKE THE PAYMENT IN US DOLLARS TO DICON FIBEROPTICS, INC BY WIRE TRANSFER OR CHECK DRAWN ON US BANK ONLY, AND ALL PAYMENT ADVICE MUST INCLUDE THE PROFORMA **SO21090017** AS REFERENCE.

Please make check payable to:

DICON FIBEROPTICS, INC.
ATTN: ACCOUNTS RECEIVABLE
1689 REGATTA BLVD
RICHMOND, CA 94804
UNITED STATES

Wire Information:

Calhay Bank
4128 Temple City Blvd., Rosemead, CA 91770
Bank ABA Rounting # 122203950
(For foreign Remitter: Receiving Bank SWIFT Code # CATHUS6L)
Beneficiary Name: DiCon Fiberoptics, Inc.
Beneficiary Account # 0650-000870