

# General terms and conditions of sale

## General provisions

The present general conditions of sale and supply of services apply, without restriction or reserve, to all products and services offered by SUN NANO.

*In the absence of special provisions stipulated in writing, the fact of placing an order with SUN NANO implies full and complete acceptance of these general conditions of sale and services. Any other contracted agreement signed with SUN NANO supersedes this document.*

They are accessible at any time on the site [www.sun-nano.com](http://www.sun-nano.com) and prevail if necessary, on any previous version which would have reached the customer before the date of order. The version on the site [www.sun-nano.com](http://www.sun-nano.com) on the day of the order, will be the one used for the service.

No other document such as terms of purchase or other from the customer can be taken into account.

## Article I Execution of the service and obligations

SUN NANO undertakes to use all means at its disposal to carry out the service that is the object of the order signed by the Customer.

The Customer undertakes to provide SUN NANO with all useful and necessary information for the proper execution and respect of the deadlines for the execution of the service which is the object of the order signed by the Customer.

SUN NANO cannot be held responsible for any damage or financial loss resulting from a delay in the execution or non execution of all or part of the service, if this delay is due to events or causes beyond its reasonable control.

SUN NANO reserves the right to use subcontractors for certain services. The relationship with these third parties will be managed entirely by SUN NANO.

## Article II Quotation and order

SUN NANO intervenes at the express request of the customer. A quotation or a contract will be carried out for any service.

The quotation sent by SUN NANO to the customer in two copies, will specify :

The nature of the service,

The price of the service excluding taxes,

The terms of payment,

The work schedule detailing the actions / obligations of the customer and the provider, as well as the deadlines for completion,

The duration of validity of the quotation,

To confirm his order in a firm and definitive way, the Customer will have to return the quotation without any modification:

By email duly signed and dated with the mention "Good for Agreement" of the person legally responsible and the commercial stamp.

The order will be validated only after the return of the quotation or the contract, accepted and signed, accompanied by the payment of a deposit.

In the absence of reception of the customer's agreement and the deposit, or from the date of expiration of the quotation, the quotation proposal is considered cancelled and SUN NANO reserves the right not to begin its service.

The validation of the order implies the full and whole adhesion of the customer to the present C.G.V. without reserves.

## Article III Delays and delivery

SUN NANO undertakes to make every effort to carry out the services ordered by the Customer, but it does not agree to any obligation of deadlines, unless otherwise agreed. The realization of the services is in particular dependent on the supply by the Customer of the information necessary for the good execution of the order. In

the absence of any mention to the contrary, the documents will be delivered by hand on paper during a working meeting or sent by e-mail in the form of files.

#### **Article IV Nature of obligations**

For the accomplishment of the planned services, SUN NANO commits itself to give its best care, in accordance with the rules of the trade. The present obligation is an express agreement, only pure obligation of means. The Customer undertakes to collaborate with SUN NANO by providing all useful and necessary information for the good execution of the service and the respect of the deadlines.

#### **Article V Duration of the contract**

The contract has a duration defined in the order form and is according to the service chosen by the Customer. This one is only informative.

The durations figuring in particular in the presentation of the services are given only as an indication and can vary a lot according to the schedule of load of SUN NANO and the wait of the elements which must be provided by the Customer.

The contract can be the subject of a tacit renewal as indicated on the order form.

Each party reserves the possibility of cancelling the contract at any time in case of non-respect by the other party of any of its obligations under the contract and this, without prejudice to any possible damages which could be claimed from the defaulting party. The contract shall terminate, to this effect, ten (10) working days after the requesting party has sent a registered letter with acknowledgement of receipt stating the reason for the termination, provided that the other party has not, within ten (10) working days, sent a written notice of termination to the other party, stating the reason for the termination, and provided that the other party has not, within ten (10) working days, sent a registered letter with acknowledgement of receipt to the other party. In the event of inability or impossibility to remedy the situation within the aforementioned period, the requesting party shall be entitled to terminate the contract immediately.

Each of the parties may terminate the contract immediately in the event of cessation of activity by one of the parties, cessation of payment, receivership, judicial liquidation or any other situation producing the same effects after a formal notice has been sent to the judicial administrator (or liquidator) that has remained unanswered for more than one month, in accordance with the legal provisions in force.

In the event of expiry or termination of the contract :

The service provision contract will automatically cease on the corresponding date,

The Provider is released from its obligations relating to the subject matter of this Agreement on the date of termination or expiration of the Agreement,

The Provider undertakes to return to the Customer, at the latest within thirty (30) working days following the termination or expiry of the contract, all documents or information provided by the Customer.

In the event of termination of the agreement by the client, the sums corresponding to the services performed up to the effective date of termination and not yet paid will be due by the client. The advance payments will remain due and paid by SUN NANO.

#### **Article VI Prices**

The services are invoiced on the basis of the tariff in force, the quotation, the order form.

The prices are expressed in euros net of tax and are subject to VAT. The prices can be calculated at a fixed rate, per hour or per day. This indication of time is only informative, only the amount is valid.

In the case of services on a time and materials basis (invoiced on a time-spent basis), the hourly rate applies when the board works in its offices.

The price of the service is binding. It is stipulated exclusive of tax to which will be added taxes.

It is agreed between the parties that the payment by the Client of the totality of the fees of the Service Provider shall be deemed to constitute acceptance and final acceptance of the services.

#### **Article VII Conditions and delays of payment**

A 50% deposit will be required upon signature of the order form.

The balance of 50% will be expected upon delivery of the work as part of a lump sum service.

in the case of a service over several months SUN NANO will propose a quarterly invoicing. The payment will be made upon receipt of the said invoice at the beginning of each quarter.

The payment of orders is made by bank transfer. The Customer makes a commitment to pay the installments defined in the quotation or the purchase order within the deadlines envisaged in these same documents.

In case of late payment, in accordance with the Law of 22 March 2012, a fixed compensation for collection costs of 150 € will be due in addition to the late payment penalties.

Late payment penalties will be due from the day following the payment date on the invoice. The interest rate for these late payment penalties is the legal rate plus 10 percentage points (i.e. the interest rate applied by the European Central Bank to its most recent refinancing operations).

Any late or non-payment shall automatically result in the payment of the invoice:

The immediate due date of any outstanding amount,

Payment of a late penalty,

The right for the Provider to suspend the execution of the service in progress and to postpone any new order or delivery.

## **Article VIII Confidentiality and deontology**

SUN NANO is committed to:

To respect the strictest confidentiality concerning the information provided by the customer, and designated as such.

Not to divulge any information on the work and services performed for its customers,

Return any document provided by the client at the end of the mission,

Sign a confidentiality agreement if the client wishes to do so.

The following information will not be considered as confidential:

Which is available to the public,

Which must be disclosed in order to carry out the filing formalities prescribed by law.

The clauses of the contract signed between the parties are deemed confidential and as such may not be disclosed to unauthorized third parties.

The written agreement of the Customer will be requested before making his name and company name appear in the possible references of SUN NANO on any promotional support.

SUN NANO reserves the right to refuse any service which could appear to be contrary to its deontology or in disagreement with the Law.

## **Article IX Intellectual property**

As a reminder: the use of the documents published by SUN NANO is subject to articles 40 and 41 of the French law of March 11, 1957: "any representation or reproduction in whole or in part made without the consent of the author or his successors in title or assigns is illegal". Article 41 of the same law only authorizes "copies or reproductions strictly reserved for the private use of the copyist and not intended for collective use" and "analyses and short quotations, provided that the name of the author and the source are clearly indicated". Any representation or reproduction, by any process whatsoever, not complying with the legislation in force would constitute an infringement punishable by articles 425 and 429 of the penal code of France.

The Customer undertakes on his own behalf and that of his collaborators or any other party with whom he is contractually bound to respect the intellectual property and to use the supports and tools provided in accordance with the rules of use and in particular not to distribute them outside or make commercial use of them unless authorized by SUN NANO for those that are its property.

## **Article X Force majeure**

SUN NANO cannot be held responsible for a delay not respected because of any fortuitous event or force majeure such as, in particular, any act emanating from a civil or military authority, de facto or de jure strike, fire, flood, water damage, storm and lightning, accident, riot, attack, non-delivery of documents for the creation or the putting into service of the product, any fact attributable to a third party, or other circumstance having an external cause and preventing it, directly or through a third party, from meeting the said obligations.

## **Article XI Jurisdiction**

Any dispute relating to the interpretation and execution of the present General Terms and Conditions of Sale and the contracts signed between SUN NANO and the Customer is subject to French law.

In the absence of an amicable resolution, the Commercial Court (or similar body) of EVREUX will be the only competent court for any dispute relating to the interpretation and execution of the present General Conditions of Sale, the contracts and their consequences, signed between SUN NANO and the Customer.

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