

To :

From:

**NANOLIKE**

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**Company:**

Contact name + E-mail:

Address :

VAT number (if EU):

Amount in Euros currency

Description		Sales tax	U.P. (net)	Qty	Total (net of tax)
<b>NS-KIT-IOT2 - IOT Development kit</b> The Nanostrain gauge IoT development kit includes: - 2 Digital nano strain gauge with Bluetooth Low Energy connection systems with temperature sensors included (Free Android app available on Play Store for Android 5.0 and above) - 1 Nano strain gauge gluing kit (NS-GLUKIT): The kit includes all materials necessary to glue your nano strain gauges - 1 weight/filling sensor demonstrator (strain gauge to integrate on a plastic storage box) - 2 Digital nano strain gauge with Sigfox connection (temperature sensors included) - 1-year Sigfox subscription included - 6-month access to cloud platform Thethings.io included to easily manipulate your Sigfox data.		20%	1350.00		
<b>NANO-IOT-STD1 - IoT conditioning system for nanosensors</b> High impedance measurement dedicated for IoT. 6 inputs input nanosensors (200kOhm) 1 internal temperature measurement. Transmission config: Sigfox/Lora (default: Sigfox /1 year)		20%	490.00		
<b>LIVR-INT_ZONE3 - Europe shipping (flat rate)</b> International shipping Zone 3.		20%	70.00	1	70.00

**Availability delay:** Up to 6 weeks

**Payment terms:** On order (100% in advance)

Total (net of tax) \_\_\_\_\_ EUR

Total tax (20% if buyer in France) \_\_\_\_\_ EUR

**Total (inc. tax) \_\_\_\_\_ EUR**

**Payment by transfer on the following bank account:**

Bank: Cr dit Mutuel Toulouse Centre

Bank code	Desk code	Account number	Key
10278	02200	00020558401	61

**IBAN number:** FR76 1027 8022 0000 0205 5840 161

**BIC/SWIFT number:** CMCIFR2A

Written acceptance, company stamp, date and signature

# General conditions of sale – Nanosensors NANOLIKE

Applicable from 2015/01/01

## 1. Purpose – Offers

The present general conditions of sale govern the sales of the nanosensors of NANOLIKE described in the catalogue of the company, exclusively as samples for the purposes of research and development, as further defined below. They are addressed to every customer upon request. They exclude the right to buy to resell professionally, which is the subject of separate agreements. Any order implies acceptance of the said general conditions in full and without reservation by the customer. Any contrary condition opposed by the customer or any condition not accepted in prior writing by Nanolike, will therefore be ineffective against Nanolike. Nanolike reserves the right to modify the present general conditions of sale at any time and without notice. The information contained in documentation, catalogues, manuals of Nanolike are given for information only, without commitment and do not constitute a firm offer of Nanolike.

## 2. Quote – Orders

Customer's orders are subject to prior agreement of the two parties, according to the following process: the client responds to a confidential, technical and commercial questionnaire, NANOLIKE may issue a quote (reserving right not to follow, if it deems appropriate) and client expressly accepts in writing. Nanolike shall accept no amendment or cancellation of orders thereafter.

## 3. Prices – invoicing

The price is fixed by the accepted quote. Except special agreement, it is understood net, Ex-Works Nanolike (INCOTERM 2012), standard packaging included. Any tax, duty or the like due in France or elsewhere are incumbent solely upon customer. An invoice is issued upon each delivery. Any dispute pertaining to an invoice must be notified to Nanolike by registered letter with acknowledgement of receipt within five (5) days of its receipt; otherwise, the invoice is deemed definitively accepted by the customer.

## 4. Delivery

Terms: Delivery and transfer of risk are understood Ex Works Nanolike (INCOTERM 2012), unless as otherwise expressly agreed in prior writing.

Deadlines: Delivery time is set in the accepted quote. Nanolike is authorized to carry out partial deliveries. Delivery time overruns may not give rise to damages, indemnities, deduction or cancellation of orders in progress. Nanolike reserves the right to suspend or cancel any delivery due to force majeure (war, riot, fire, flood, total or partial strikes, accidents, delay of delivery of suppliers, shortage of components, of energy, of transportation means...), suffered either by Nanolike or its suppliers. In any event, no delivery shall occur when the client has failed to meet all its obligations to Nanolike.

Should the customer be responsible for the removal of the products upon delivery and fail to do so, Nanolike shall be entitled to store the same in any appropriate warehouse at the customer's expense or to terminate the sales contract in accordance with article 11 below.

## 5. Transportation

Customer being sole liable for any risk incurred by the products, it shall control the shipment upon arrival and issue the appropriate reservations in writing at the carrier. The customer is informed that failing such reservations, it shall bear the burden of proof of the link between the damages suffered by the product and the transport. Client must also confirm the reservations by registered letter with acknowledgement of receipt to the carrier within three (3) days following the reception of the products, under the conditions of article L133-33 of the code of commerce.

## 6. Reception – Guarantee of compliance

Given the nature of the tests to which the nanosensors are intended, which can alter or destroy them, the client undertakes to verify their proper operation before their implementation in the test program subject of the questionnaire, under penalty of losing the benefit of the warranty of this article 6. In any case, the customer has a period of eight (8) days from delivery to notify any complaint on obvious defects, malfunction or nonconformity of the products, in duly motivated writing. Client shall provide all requisite evidence as to the alleged defects or deficiencies. He will have to leave Nanolike, or any of its agents, easy access for any fact finding. Failing notification of such claim to Nanolike within this period, the customer shall be deemed to have accepted the products delivered. If NANOLIKE accepts the claim, the customer may obtain either free replacement or refund of the products, at the option of Nanolike. No product may be returned without the prior written consent of Nanolike. The equipment must be returned in its original packaging and must not have undergone any change. Transportation costs and the risks of the return are borne by the customer.

The warranty made in this article 6 excludes all other warranties, whether express or implied; the liability of Nanolike for delivery of defective products excludes any liability for direct or indirect damage suffered by the client of any kind whatsoever, such as, but not be limited to, loss of revenues, profits etc.

## 7. Destination of the nanosensors

The products are intended to professionals of nanotechnology or of the manufacture of sensors with sufficient proficiency in nanotechnology, for the sole purpose to enable them to assess their interest in applications that they wish to develop. This is why the sale by NANOLIKE is subject to a confidential questionnaire that the customer must fill sincerely beforehand. Accordingly, in respect of these terms

and conditions, NANOLIKE sells the nanosensors on an "as is" basis, without any guarantee that they are fit for any destination, even when Nanolike is informed thereof. Consequently, the client may not claim reimbursement of products nor any compensation if they are not fit for their intended use. NANOLIKE may grant such warranty solely subject to prior specific written agreement on its terms and conditions, after complete information on the results of the tests declared by the customer.

## 8. Reservation of ownership

The products will remain the property of Nanolike until full payment of their price by the customer. The client agrees not to dispose of products in any way until the fulfillment of this condition. Customer grants in addition to Nanolike or any agent of his choice the irrevocable right to enter the premises where the products are stored and regain possession thereof.

Upon default of payment, Nanolike shall be fully entitled to demand the return upon notice of the product delivered, at the expense and risk of the customer defaulting. The sale will be resolved and payments already made will remain acquired in Nanolike in return for the enjoyment of the products that the client has received.

In the event of claim on identical products, products in stock at the customer are deemed to be those corresponding to the most recent invoices. Should the products be resold, the original client will be deemed to have made this sale on behalf of Nanolike, as agent, and to have collected the amount of the sale price in the name and on behalf of Nanolike.

## 9. Payment

Terms: Save contrary conditions mentioned on the invoice, payments are due in advance or in cash; Nanolike may grant payment facilities subject to prior written agreement. Nanolike will consent no discount for any payment to a date earlier than that resulting from the General conditions of sale.

Delay: Upon any default of payment at the term, any and all amounts owed by the customer to Nanolike will become immediately payable.

Penalties for late payment of any sum shall be due and invoiced, equal to the rate applied by the European Central Bank to its most recent funding operation plus seven points, and this, from the day following the date of maturity of the invoice. These interests run from due date until payment in full. In the case of failure to pay within forty-eight (48) hours after notification, the sale may be cancelled if Nanolike deems appropriate and the products shall be returned to Nanolike, without prejudice to any other compensations.

Penalty clause: default of customer to pay any invoice at due date shall entitle Nanolike, if it deems appropriate, to invoice in addition a compensation fixed at a flat rate, as a penalty clause, in accordance with article 1226 et seq. of the Civil Code, i.e. 15% of the unpaid invoices.

Offset: Under no circumstances the client may offset amounts owed to him against any sums owed to Nanolike in respect of the sale of products. Nanolike may at any time offset any sums owed to the client in respect of discounts or rebates with sums owed.

## 10. Resolutory clause

Nanolike may terminate the order if the customer fails to any of its commitments. In this case, Nanolike shall notify the customer in default and allow a period of fifteen (15) days to comply. If the client has not complied at the expiry of this period, Nanolike shall be entitled to notify the termination of the order by registered letter with acknowledgement of receipt.

## 11. Intellectual property

Customer acknowledges that all intellectual property rights whatsoever relating to the products sold by Nanolike, and in particular the trademark NANOLIKE and all copyrights to software embodied therein, are and remain the exclusive property of Nanolike.

## 12. Confidentiality

The client undertakes to keep confidential for a period of three (3) years from the last command of products all information transmitted by Nanolike in performing hereunder concerning the nanosensors and the industrial property embodied therein.

## 13. Law – jurisdiction

The present general conditions of sale are subject to French law. Any dispute between the parties falls within the exclusive jurisdiction of the courts of TOULOUSE, France, even in case of plurality of defendants or call in warranty.