

Article 1 – Scope of application of these terms

These general purchase conditions are intended to define the contractual relationship between Nantes University, designated by “the institution”, and its contractors for all public procurement of supplies and services costing less than € 40,000, excluding taxes, passed by Code on public procurement.

In these standard terms of purchase “the contractor” shall mean the co-contracting party of the Nantes University.

If it is entered into in accordance with a procedure that is adapted pursuant to Article R.2123-1 of the Code on public procurement, the contract may take the form of a simple order form drawn up by the institution.

Save for a derogation expressly stipulated on the order form or its annexes or in these standard terms, the stipulations of the General Administrative Terms and Conditions applicable to standard supply and services contracts in its version annexed to the Order of 30th march 2021 approving the General Administrative Terms and Conditions of standard government supplies and services contracts (hereinafter, the “CCAG-FCS”), are applicable to the contract.

By way of illustration, the CCAG-FCS may be consulted at the following internet address:
<https://www.legifrance.gouv.fr/loda/id/JORFTEXT000043310341>

Under no circumstances will the provisions contained in the documents filled out by the contractor, notably, its standard terms of sale, prevail over these standard terms of purchase.

If a contract prepared by the institution was drafted specifically for the contract, its clauses shall prevail over these terms, which, in this case, shall only supplement these terms.

Article 2 – Notification

By derogation to Article 4.2 of the CCAG-FCS, if the contract takes the form of a simple order form, its notification shall consist of sending the contractor a copy of the order form and its annexes. In this case, the natural person authorised to represent the institution for the purposes of performing the contract according to the meaning of Article 3.3 of the CCAG-FCS is the person who signed the order form. However, the contractor is asked to contact on a priority basis the contact person, the contact information of whom appears on the order form.

Article 3 – Subject matter, content and technical specifications

The contract’s subject matter, content and technical specifications are mentioned on the order form issued by the institution or its annexes.

In the case of supply contracts, the contractor is subject to an obligation to achieve a specific result concerning the rendering of the services in accordance with its contractual commitments.

Article 4 – Technical documentation

The contractor covenants to supply at the time of delivery any (up-to-date) documentation to perform maintenance on and to ensure the proper functioning of the equipment. This documentation is drawn up in the French language and is provided at no additional cost.

Article 5 – Place and time limit for rendering the services

The place and time limit for the rendering of the services appear on the order form, or else, on the documents enclosed with it.

The starting point of the time limit for rendering the services is the contractor’s receipt of the order.

Pursuant to the stipulations of Article 13.3 of the CCAG-FCS, when the contractor requests an extension of the time limit for rendering the services, if the institution does not notify its decision within 15 days of the date of receipt of the request by the contractor, it shall be deemed to have rejected the extension request, save for those situations mentioned in the second and third paragraphs of Article 13.3.3 of the CCAG-FCS.

Article 6 – Penalties

By derogation to the stipulations of Article 14.1 of the CCAG-FCS, if the time limits are not adhered to, the contractor shall incur a penalty calculated using the following formula $P = (V \times R) / 100$, where:

P = the penalty amount;

V = the amount of the services on which the penalty is calculated; this amount is equal to the amount, excluding tax, of the portion of the delayed services, or all of the services if the delay in rendering some of the services results in all of the services being unusable;

R = the number of calendar days of delay.

Regardless of the circumstances, P cannot exceed V.

Article 7 - Inspection of deliveries

By derogation to Article 28.1 of the CCAG-FCS, simple inspection work shall take place within at most five working days from the delivery date of the supplies or the rendering of the services.

By derogation to Article 27.3 of the CCAG-FCS, the institution is not automatically obliged to notify the contractor of the dates and times scheduled for inspections. However, the contractor may contact the institution to know the dates and times scheduled for the inspections, in order to be present or represented at these inspections.

Article 8 - Warranty

By derogation to Article 33 of the CCAG-FCS, the warranty’s starting point is the date of the acceptance of the services.

Article 9 – Payment terms

The overall payment time limit is 30 days for those contracts. An overrun of the payment deadline shall give rise --automatically and without any other formality for the contractor or the subcontractor-- to the benefit of late payment interest, as of the day following the expiry of the time limit, in accordance with the application terms provided for by Article R.2192-32 of the Code on public procurement.

Invoices, accompanied by an official slip giving full bank or post office account details [known in France as a “RIB” or “RIP”, respectively] must comply with the provisions of Articles 289-0 and 289 of the French General Tax Code [“*le Code Général des Impôts*” (“CGI”)] and contain, in addition to the information required by Article 242 *nonies* A of Annex 2 of the General Tax Code, the references of the order, the contract and the corresponding lot, if applicable

Article 10 – Disputes

In the event of a dispute, only French law shall be applicable.

Any disputes shall be brought before the administrative court in Nantes: Tribunal administratif de Nantes, 6 allée de l’Ile Gloriette, BP 24111, F-44041 Nantes cedex.