

Terms and Conditions of Sale — Deploy4000

A service provided by Nosytech · version D4-V1, in force since 8 October 2026 · Translation; the French version prevails

1. Purpose and scope

These general terms and conditions of sale (the “Terms”) govern the services marketed under the Deploy4000 brand, also referred to as “D4”, a service provided by Nosytech (hereinafter “D4” or “the Team”).

D4 builds digital products for a fixed price, which may in particular take the form of a web application or SaaS, a mobile or desktop application, an e-commerce site or a showcase website.

These Terms, the accepted commercial proposal or quote, and the Project Documentation defined below form the contractual framework of the service.

2. Definition of the delivered product and of the Project Documentation

For any project other than a showcase website built on the five-working-day cycle, the first week is devoted to scoping and to producing complete Project Documentation.

Depending on the nature of the project, this Documentation includes: (i) the mock-ups and user journeys needed to understand the product; (ii) functional specifications describing the features, expected behaviours, business rules, and user roles and permissions; and (iii) a requirements document summarising the project’s scope, constraints, dependencies, interfaces and deliverables.

The approved Documentation is the main contractual reference for determining what is included in the fixed price and for assessing whether the delivered product conforms. D4 undertakes to build the features expressly described in this Documentation.

A feature, behaviour, business rule, interface state, data item to be stored, report, integration or use case that is not described in, or not reasonably identifiable from, the approved Documentation is not deemed included merely because it is considered implicit, customary or obvious, or because it existed in a previous system.

Any new requirement or change to the approved scope is classed as a change request and is subject to a separate estimate of its cost and, where applicable, of its impact on the schedule.

3. Client cooperation and approval of the scoping

The Client provides in good time the information, content, access, business rules, constraints and approvals required.

The purpose of the week 1 client meeting is in particular to present and approve the Project Documentation. The Client must report any omissions or discrepancies it identifies before development starts.

Development starts only once the Client has approved the documentation. An email sent following the approval serves as proof.

Any request made after the Documentation has been approved is assessed against the approved reference. Where it modifies or supplements that reference, it constitutes a change request, unless a contractual document or proof of earlier approval establishes that it is included.

Delays by the Client in providing information, access, content, decisions or approvals suspend or postpone the dependent deadlines, without D4 incurring any liability.

4. Four-week delivery cycle for D4 projects

Unless otherwise agreed, projects other than showcase websites are organised over four consecutive weeks, with a maximum of 30 calendar days from the first day of W1 and a 10- to 30-minute client follow-up meeting each week.

Week 1 — Scoping and Documentation: scoping workshops, clarification of needs, production of the mock-ups, functional specifications and requirements document, then approval of the full Documentation defining the scope.

Week 2 — Foundations: development starts and the technical and functional foundations of the product are built, in particular architecture, data model, core components, authentication or cross-cutting services where these are part of the project.

Week 3 — Functional scope: development of the entire functional scope set out in the approved Documentation, integration of screens and features, and preparation of the pre-production version.

Week 4 — Pre-production, acceptance testing and feedback: a pre-production version is handed over to the Client so that it can carry out its acceptance tests and send its feedback. Within the fixed price, D4 handles defects that correspond to a reproducible discrepancy between the product and the approved Documentation.

The detailed schedule, the dates of the weekly meetings and any feedback deadlines are communicated to the Client at the start and tracked in the client area.

The Client may, by express request, ask for additional time for its tests. The resulting postponement of the date on which the product developed under the fixed-price project is ready for production is then considered a consequence of the Client's own specific choice and direct action.

Week 2 starts only after the Client has approved the documentation and paid the second instalment of 1,500 euros (a copy of the transfer order serves as proof).

The Client's approval of the documentation triggers an email to the Client, which serves as proof.

The pre-production link for acceptance testing is given to the Client on Tuesday of W4 at 09:00 Paris time, provided that the balance of 1,500 euros has been paid.

The Client must submit its acceptance feedback no later than Thursday of W4 at 13:00 Paris time. It may, by written request, ask for additional acceptance time, which postpones the "Production ready" date of its project by the same amount of time.

Any delay attributable to the Client postpones the development and delivery schedule by the same amount of time.

A demonstration of the Client's project takes place on Friday of W3. The pre-production link for acceptance testing may be sent on Monday of W4 if no adjustment is found to be needed during

the Friday W3 demo and the Client has paid the final instalment.

The 30 days promised for delivery of the ordered product allow D4 to declare the project “Production ready” no later than Tuesday of W5 at 17:00 Paris time, provided that no delay on the Client’s part has been observed and recorded.

5. Showcase websites — five-working-day timeframe

Showcase websites under the D4 offer are built over a full cycle of five working days, from Monday to Friday, unless a different schedule is expressly agreed by both parties.

The scope, pages, content, features, graphic elements and any integrations are determined at the start of the service. The timeframe assumes that the Client provides, by the agreed dates at the latest, all the content, access, brand assets and approvals required.

Any delay attributable to the Client may postpone delivery. Features not included in the initial scope constitute change requests.

6. Price and payment schedule for €4,000 projects

For a D4 project at the fixed price of €4,000, unless otherwise agreed, payment is made in instalments as follows:

- a €1,000 deposit in week 1, payable before scoping and the production of the Documentation start;
- €1,500 in week 2, payable before development starts;
- €1,500 before week 4, payable before the pre-production version for acceptance testing is handed over.

Each instalment is a condition for opening the next phase. In the event of late payment, D4 may suspend the service and the corresponding deadlines are postponed by at least the length of the suspension, without this postponement being considered a delay attributable to D4.

The specific pricing terms applicable to showcase websites are set out in the corresponding commercial proposal or quote.

7. Pre-production, acceptance testing and classification of feedback

Pre-production allows the Client to check that the product conforms to the approved Documentation.

Feedback is classed as a “defect” when it reveals a reproducible behaviour of the product that contradicts a requirement expressly set out in the approved Documentation.

A “regression” is a defect affecting a feature of the D4 product whose conforming operation had previously been observed or approved during the project and which no longer works in the same way.

A request is classed as a “change request” when it adds, modifies or specifies a feature, rule, data item, interface, report or behaviour not provided for in the approved Documentation.

In the event of disagreement on the classification, the parties refer first to the project's mock-ups, specifications, requirements document, and written decisions and approvals. The alleged existence of a feature in a former system that is inaccessible or undocumented is not in itself sufficient to include it in the scope agreed at the end of W1.

8. Delivery and go-live

At the end of acceptance testing and after the defects falling within the contractual scope have been fixed, the Client approves the conformity of the developed product, with an email sent to confirm this step.

The product is delivered in a state that conforms to the approved Documentation and is ready to go live in the environment agreed or to be agreed.

The developed product (source code or production deployment) may be handed over to the Client only once this approval has been given.

Go-live may be carried out by D4 where it is included in the service, or by the Client in accordance with the arrangements set out in the project. Constraints or incidents arising from a hosting provider, an API, a third-party service, a Client account or an environment not administered by D4 do not in themselves constitute a defect in the delivered product.

9. Two-week contractual warranty after go-live

D4 grants the Client a contractual warranty of proper operation for fourteen (14) calendar days from go-live.

During this period, D4 fixes at no additional charge the reproducible defects attributable to the delivered product that constitute a discrepancy from the approved Documentation.

This warranty does not cover change requests, new requirements, changes to business rules, new usability requests, modifications made by the Client or a third party, or incidents arising from a third-party service or component, from hosting not administered by D4, from misuse, or from information or data provided by the Client.

This contractual warranty is in addition to any mandatory rights that may apply and does not exclude or limit them.

10. Third-party services and components

The product may depend on services, APIs, libraries, operating systems, app stores, hosting solutions, payment methods or other components provided by third parties. Unless expressly agreed, D4 guarantees neither their permanent availability nor that their terms, interfaces or prices will remain unchanged.

Where a change in a third-party service requires the product to be adapted after delivery, this adaptation is handled as a separate service.

11. Intellectual property

Subject to full payment of the sums due for the project, the Client receives the rights to the custom developments and source code created specifically for its project, within the limits set out in the quote or the specific terms.

Open-source software, libraries, frameworks, components, fonts, content, APIs, tools and items belonging to third parties remain subject to their respective licences. D4's methods, know-how, generic tools, reusable building blocks and pre-existing elements remain the property of their owner, without prejudice to the rights needed for normal use of the delivered product.

12. Personal data

Where D4 processes personal data on behalf of the Client as part of the development, the parties determine their roles under the applicable regulations. Where D4 acts as a processor within the meaning of the GDPR, processing is carried out on the Client's documented instructions and is subject to the provisions required by Article 28 of the GDPR, in particular regarding the subject matter and duration of the processing, its nature and purpose, the categories of data and data subjects, confidentiality, security, sub-processors, assistance and the fate of the data at the end of the service.

Data needed for D4's own commercial and contractual management is processed by Nosytech under its responsibility in accordance with the applicable regulations.

13. Liability and Client obligations

D4 is liable for the performance of its contractual obligations under the conditions of the applicable law. The Client remains responsible for the lawfulness of the content, data, processing, business rules and instructions it provides, and for obtaining the rights and authorisations needed to use them.

D4 is not liable for the consequences of inaccurate or incomplete information provided by the Client, of use of the product contrary to its documented purpose, of modifications made without its involvement, or of failures attributable to third parties beyond its control.

Nothing in these Terms is intended to exclude any liability that cannot legally be excluded or limited.

14. Communications, evidence and traceability

Decisions, approvals, requests, scope changes, Documentation versions, test access and the main project milestones are recorded in the client area and/or by email.

The parties acknowledge the importance of this traceability for determining the agreed scope and the history of approvals. In the event of a discrepancy, dated written documents and exchanges are examined first.

15. Governing law and dispute resolution

These Terms are governed by French law.

In the event of difficulty, the parties first endeavour to find an amicable solution on the basis of the documented scope and the evidence available. The applicable rules of jurisdiction are those provided by law and, where a jurisdiction clause can validly be agreed between professionals, by the specific terms accepted between the parties.