

GaN-on-Silicon

Patent Landscape Analysis

January 2020

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Optoelectronics & Photonics **46**

- Time evolution of patent publications
- Leading patent applicants
- Main patent applicants by country of head office
- Main IP players: Number of patents and current legal status
- Geographic coverage of patent filings and corresponding current legal status of patents
- Main patent assignees vs. Countries of granted/pending patents
- IP Leadership
- Time evolution of main patent applicants
- IP profiles
- Conclusion
- Patent applicants

Power electronics **95**

- Time evolution of patent publications
- Leading patent applicants
- Main patent applicants by country of head office
- Main IP players: Number of patents and current legal status
- Geographic coverage of patent filings and corresponding current legal status of patents
- Main patent assignees vs. Countries of granted/pending patents
- IP Leadership
- Time evolution of main patent applicants
- IP profiles
- Conclusion
- Patent applicants

RF electronics

- Time evolution of patent publications
- Leading patent applicants
- Main patent applicants by country of head office
- Main IP players: Number of patents and current legal status
- Geographic coverage of patent filings and corresponding current legal status of patents
- Main patent assignees vs. Countries of granted/pending patents
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PV & Sensors **183**

- Patent applicants
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CONCLUSION **198**

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SCOPE OF THE REPORT

- This report provides a detailed picture of the patent landscape for **GaN-on-Silicon technology** from **epitaxy and semiconductor devices to circuits, operating methods, packaging and modules**.
- This report covers **patents published worldwide up to July 2019**.
- We have selected and analyzed more than **2,800 patent families** (inventions) relevant to the scope of this report.

	Selected	Excluded
Patents related to GaN-on-Silicon including epiwafers, devices, modules, packaging and circuits & operating methods.	X	
Patents claiming devices (transistors, diodes) or modules that specifically use GaN-on-Silicon technology.	X	
Patents describing GaN-on-Silicon as the preferred solution.	X	
Patents describing devices (transistors, diodes) or modules that can use GaN epiwafers selected from GaN-on-SiC, GaN-on-Sapphire, or GaN-on-Silicon, including an embodiment focused on GaN-on-Silicon.	X	
Patents describing devices (transistors, diodes) or modules that can use GaN epiwafers selected from GaN-on-SiC, GaN-on-Sapphire, or GaN-on-Silicon, without any embodiment or preferred solution based on GaN-on-Silicon.		X
Patent claiming systems using GaN-on-Silicon but without inventive aspect related to GaN-on-Silicon technology.		X

PATENT LANDSCAPE ANALYSIS

Benefits for customer

Understanding the **competitive landscape** and **technology developments** from a **patent perspective**

- Know the **key IP players**, their **key patents**, their IP/technology **strategy** and their **future intents**
- Identify **new entrants**, their **technology** and **market areas** of interest
- Follow the **technology trends** and identify **emerging technologies**
- **Benchmark** patent portfolios and know competitors' **strengths** and **weaknesses**
- Identify the **key patents** (seminal, blocking, valuable) and the **key technical solutions** that address hot technical issues
- Identify **free technologies** which can be used safely and mitigate the **risks of patent infringement**
- Identify **technologies to acquire** and potential **R&D partners**



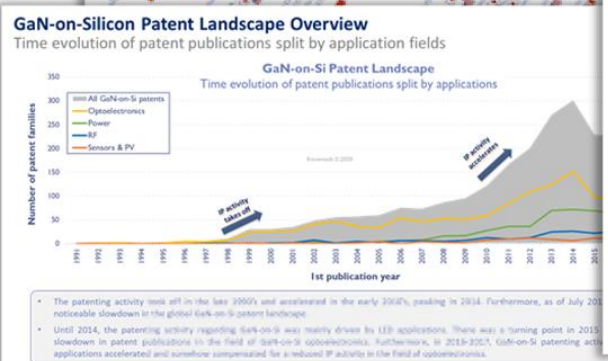
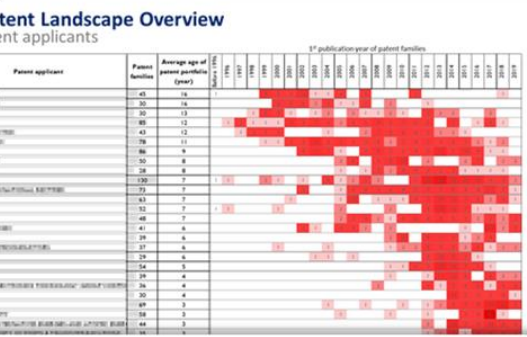
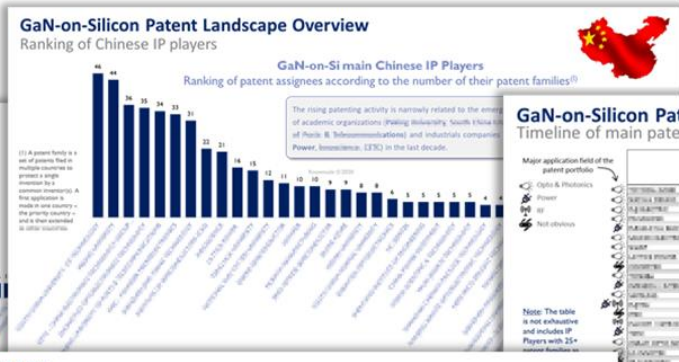
Very complementary to market research

Give an other point of view of the competitors, technologies and markets

Patent Landscape Overview

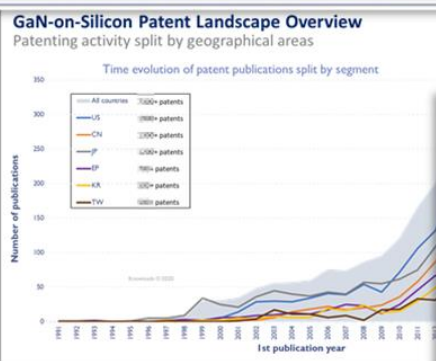
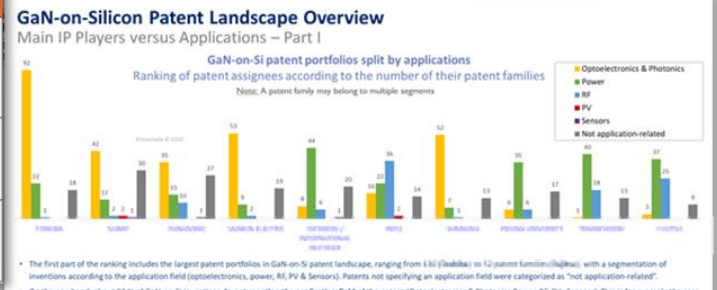
Main patent assignees, New entrants, IP dynamics, Technologies/Applications, Patent legal status, Geo coverage

SAMPLE



SUMMARY PATENT LANDSCAPE OVERVIEW

	Optoelectronics & Photonics	Power Electronics	RF Electronics
Key IP players with lower patenting activity	[Logos]	[Logos]	[Logos]
Key IP players still active	[Logos]	[Logos]	[Logos]
IP new entrants	[Logos]	[Logos]	[Logos]



GaN-on-Silicon Patent Landscape Overview

Selection of granted patents near expiration date

Several patents filed in 1999-2002 historical IP players (Nanya Co. Silesia, Hitachi) in the field of Optoelectronics & Photonics and going to expire in 2020-2021.

Publication numbers	Title	Applicant	Priority date [yyyy-mm-dd]	Expiration date [yyyy-mm-dd]	Optoelectronics & Photonics	Power	RF
US6301000	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301001	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301002	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301003	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301004	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301005	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301006	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301007	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301008	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301009	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301010	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301011	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301012	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301013	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301014	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301015	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301016	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301017	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301018	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301019	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		
US6301020	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*		

GaN-on-Silicon Patent Landscape Overview

Selection of patents recently expired or abandoned (Optoelectronics & Photonics)

Publication numbers	Title	Applicant	Priority date [yyyy-mm-dd]	Expiration date [yyyy-mm-dd]	Optoelectronics & Photonics
US6301021	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301022	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301023	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301024	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301025	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301026	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301027	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301028	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301029	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301030	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301031	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301032	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301033	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301034	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301035	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301036	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301037	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301038	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301039	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*
US6301040	Method for producing a GaN-on-Si substrate with a GaN layer on a Si substrate	Hitachi Ltd.	2000-03-15	2015-03-15	*

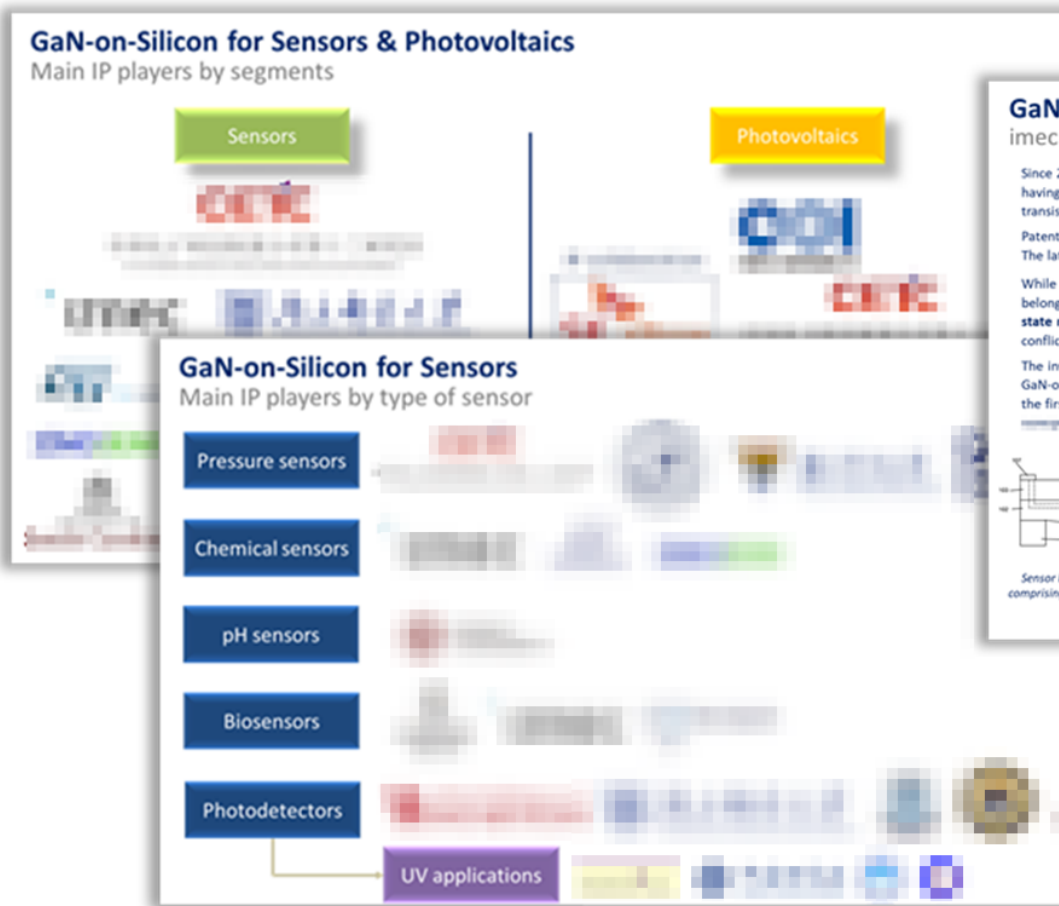
In the past two years, Hitachi has abandoned many patents which were filed in 2011-2012 in the field of optoelectronics.

Two patents owned by Hitachi expired in 2015, among which a seminal patent (US6301021).

Focus on PV & Sensors

IP patent assignees, Technologies & Applications, Review of main IP portfolios

SAMPLE



GaN-on-Silicon for Sensors

imec

Since 2013, imec has published four patents related to manufacturing of field effect transistors and sensors based on a heterojunction device having a two-dimensional electron gas (2DEG) channel, a common gate structure (CGS) or more generally a field effect transistor (FET) WO2013/100949.

Patents US 9,272,033 & CN 104,074,912 were first granted in 2016 (US) and later in 2017 (CN) while patent CN 104,074,912 was amended in 2017 (shortly after publication). The latest invention was submitted in 2018 (CN) and is already granted in 2019.

While the earliest inventions were generally related to channel doping (e.g. germanium), the latest invention (CN 104,074,912) belongs to the field of state nanopore sensors for conflict between current and voltage.

The invention discloses a GaN-on-Si epi-structure comprising a first and second epitaxial layer with a nanopore.

Sensor based on a flexible substrate comprising a nanopore.

GaN-on-Silicon for Photovoltaics

CPI Solar Power Xi'an

In 2015, CPI Solar Power Xi'an published two inventions regarding solar cells based on GaN nanowire arrays. For instance, the invention described in document CN 104,074,912 discloses a structure comprising a substrate with a GaN nanowire array.

Patent CN 104,074,912 and document CN 104,074,912 disclose a GaN nanowire-based solar cell structure on a substrate surface and the manufacturing method to produce such devices (transistors).

A device structure based on a different geometry and different process (deposition process) is described in document CN 104,074,912, in order to enhance size distribution and efficiency.

The manufacturing method described in document CN 104,074,912 consists of (1) forming the surface of a substrate, (2) forming GaN nanowire arrays, (3) an intrinsic polysilicon layer, (4) a P-type polysilicon layer, and (5) a transparent conductive thin film. The GaN nanowires are formed through transcribing the intrinsic polysilicon layer with the P-type polysilicon layer as a mask through deposition, while the transparent conducting thin film is formed through sputtering.

Solar cell based on GaN nanowire three-dimensional structure CN 104,074,912

Solar cell based on GaN nanowire three-dimensional structure CN 104,074,912

Solar cell CN 104,074,912

Solar cell based on GaN nanowire three-dimensional structure and manufacturing method CN 104,074,912

Excel file with all patents analyzed in the report

Useful patent database allows multi-criteria searches

SAMPLE

Priority dates (yyyy-mm-dd)	Expected expiry date (yyyy-mm-dd)	Current legal status (Pending, Granted, Revoked, Expired, Lapsed)	Legal actions	Grant date	Current assignees	Title	Abstract	Claims	APPLICATION FIELDS					
									OPTOELECTRONICS & PHOTONICS	POWER ELECTRONICS	RF ELECTRONICS	PV & SENSORS	NOT APPLICATION RELATED	
2002-06-28	(US20060016388A1)	(US20060016388A1)	(US20060016388)		KOPIN	(US20060016388) Domain epitaxy for thin	(US20060016388) A method of forming an	(US20060016388) 'What is claimed is:						1
2003-06-17	(WO2019168946A1)	(WO2019168946A1)	(WO2019168946)	(US10483356)	DALE	(WO2019168946) Power semiconductor	(WO2019168946) A power semiconductor	(WO2019168946) CLAIMS 'What is claimed		1				
2018-02-27	2021-08-27	PENDING	LEGAL DETAILS FOR	2019-11-19	ELECTRONI									
2018-02-15	(WO2019159001A1)	(WO2019159001A1)	(WO2019159001)		IQE	(WO2019159001) Layered structures	(WO2019159001) Layered structures	(WO2019159001) 'What is claimed is:						1
2018-02-12	(WO2019157384A1)	(WO2019157384A1)	(WO2019157384)		QROMIS	(WO2019157384) Method and system for	(WO2019157384) A method of forming	(WO2019157384) 'WHAT IS CLAIMED IS:		1				
2019-02-08	2021-08-12	PENDING	LEGAL DETAILS FOR											
2018-01-24	(WO2019145216A1)	(WO2019145216A1)	(WO2019145216)		OSRAM	(WO2019145216) Method for producing a	(WO2019145216) A method for producing	(WO2019145216) Claims	1					
2018-01-19	(US20190223114A1)	(US20190223114A1)	(US20190223114)		MACOM	(US20190223114) Heterolithic microwave	(US20190223114) Apparatus and methods	(US20190223114) 'What is claimed is:			1			
2018-01-19	(US20190223115A1)	(US20190223115A1)	(US20190223115)		TECHNOLO	(US20190223115) Heterolithic microwave	(US20190223115) Apparatus and methods	(US20190223115) 'What is claimed is:						
2017-12-19	(WO2019123763A1)	(WO2019123763A1)	(WO2019123763)		SUMCO	(WO2019123763) Method for producing	(WO2019123763) [Problem] To suppress	(WO2019123763) 1. A buffer layer on the Si						
2017-12-22	(WO2019122461A1)	(WO2019122461A1)	(WO2019122461)		COMMISS	(WO2019122461) Process for obtaining a	(WO2019122461) One subject of the	(WO2019122461) CLAIMS						
2017-12-21	(EP3502615A1)	(EP3502615A1)	(EP3502615)		COMMISS	(EP3502615) A wafer surface	(EP3502615) A method for forming	(EP3502615) 1. A system (1) for in-situ						
2017-12-21	(EP3503163A1)	(EP3503163A1)	(EP3503163)		COMMISS	(EP3503163) A method for forming	(EP3503163) A method for forming	(EP3503163) 1. A method for forming						
2017-12-22	(EP3502688A1)	(EP3502688A1)	(EP3502688)		COMMISS	(EP3502688) A method for forming	(EP3502688) A method for forming	(EP3502688) 1. A nanopore field-						
2017-12-24	(US20190198624A1)	(US20190198624A1)	(US20190198624)		HAINGZHOU	(US20190198624) Hetero-Epitaxial Output	(US20190198624) A GaN-on-Si output	(US20190198624) 'What is claimed is:		1				
2017-12-26	(WO2019115913A1)	(WO2019115913A1)	(WO2019115913)		HAICUM	(WO2019115913) Self-powered switching	(WO2019115913) The invention relates to a	(WO2019115913) CLAIMS						1
2017-12-15	2021-06-15	PENDING	LEGAL DETAILS FOR		EXAGAN									
2019-03-18	(CN109888611A)	(CN109888611A)	(CN109888611)		NANJING	(CN109888611) Nitride micro laser with	(CN109888611) The invention discloses a	(CN109888611) 1. An electrically driven	1					
2019-01-22	(CN109887937A)	(CN109887937A)	(CN109887937)		UNIVERSIT	(CN109887937) III-group nitride layer on	(CN109887937) The invention discloses	(CN109887937) 1. III-nitride layer on the			1			
2019-03-21	(CN109888013A)	(CN109888013A)	(CN109888013)		JIANGXI	(CN109888013)	(CN109888013)	(CN109888013)						
2019-03-21	(CN109888013A)	(CN109888013A)	(CN109888013)		ZHAOCHI	(CN109888013)	(CN109888013)	(CN109888013)						
2019-03-21	(CN109888013A)	(CN109888013A)	(CN109888013)		SOUTH	(CN109888013)	(CN109888013)	(CN109888013)						

Patent information

Dates and numbers of priority/application/publication/grant

Title, abstract, claims

Patent applicants, current assignees, inventors

Current legal status of patents (granted, pending, expired, etc.)

Segments

Optoelectronics & Photonics, Power Electronics, RF Electronics, PV & Sensors, not application-related

ORDER FORM

GaN-on-Silicon

Patent Landscape Analysis – January 2020

Ref.:KM20001

SHIP TO

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IBAN: FR76 1460 7003 6360 6214 5695 139
BIC/SWIFT: CCBPFRPPMAR

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1. SCOPE

1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”. This results in acceptance by the Buyer.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer’s address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

2. MAILING OF THE PRODUCTS

2.1 Products are sent by email to the Buyer:

- within [1] month from the order for Products already released; or

- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be

sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer’s risk.

3. PRICE, INVOICING AND PAYMENT

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:

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BIC or SWIFT code: CCBPFRPPMAR

IBAN: : FR76 1460 7003 6360 6214 5695 139

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

4. LIABILITIES

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.

4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement

4.3 In no event shall the Seller be liable for:

a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller’s website or the Products, or any information provided on the website, or in the Products;

b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.

4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.

4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.

4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.

4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.

4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of

saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

5. FORCE MAJEURE

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.

6. PROTECTION OF THE SELLER’S IPR

6.1 All the IPR attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.

6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish the Product, or any part of it to any other party other than employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use the Product for purposes such as:

- Information storage and retrieval systems;

- Recordings and re-transmittals over any network (including any local area network);

- use in any timesharing, service bureau, bulletin board or similar arrangement or public display;

- Posting any Product to any other online service (including bulletin boards or the Internet);

- Licensing, leasing, selling, offering for sale or assigning the Product.

6.3 The Buyer shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial consequences in their entirety.

6.4 The Buyer shall define within its company point of contact for the needs of the contract. This person will be the recipient of each new report in PDF format. This person shall also be responsible for respect of the copyrights and will guaranty that the Products are not disseminated out of the company.

7. TERMINATION

7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be borne by the Seller, following this decision.

7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders, without being liable for any compensation.

8. MISCELLANEOUS

All the provisions of these Terms and Conditions are for the benefit of the Seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.

9. GOVERNING LAW AND JURISDICTION

9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse, which shall have exclusive jurisdiction upon such issues.

9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.



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