

# General Terms and Sale Conditions

## I- GENERAL CLAUSES

1. The present General Sale Conditions (GSC) determine the rights and obligations of each of the parties to the sale of the products ordered by a professional purchaser, hereafter called the Purchaser, to the MEDITERRANEE INFECTION FOUNDATION.
2. The Purchaser declares that the goods, object of the present order, are purchased for the exclusive needs of his professional activity.
3. These GSC are communicated to the Purchaser before any order.
4. Confirmation of the order under the conditions of Article III-3 hereof entails acceptance of these GSC, recognition of having full knowledge of them and waiver of its own conditions of purchase.

## II- DESCRIPTIONS, PRICES, USES AND LIABILITY

1. The illustrations, product descriptions and prices given in the catalog are for information purposes only and may be subject to change without notice.
2. The Purchaser commits to use the product purchased in accordance with its normal use and with the indications given in the instructions and other documentation communicated to the Purchaser. The Purchaser also commits to use the product in accordance with the legal requirements of the place where the product is delivered (prohibition of a product in a country, safety, hygiene, labour law etc.).

The Purchaser shall ensure that the contents of the order received are handled by qualified and adequately-trained personnel and in an appropriate environment.

3. The use of the products is limited to the facilities of the Purchaser and those of the companies with which it is affiliated (e.g. joint research project between several institutes). The Purchaser is the end user, thus transfer to third parties is, as a matter of principle, prohibited. Exceptions on a case-by-case basis require the written consent of the MEDITERRANEE INFECTION FOUNDATION and, if applicable, the written consent to all terms of use of the third parties.

Transfer to third parties for commercial purposes is strictly prohibited.

Purchaser agrees to pay a contractual penalty for intentional and culpable transfer to third parties. The contractual penalty reaches an amount of 5,000 Euros.

4. The Purchaser certifies that it is familiar with all relevant biological, microbiological, chemical and/or radioactive safety standards as well as with the standards of the World Health Organization and all related laws.

It is also the Purchaser's responsibility to inquire about applicable national regulations, such as import restrictions.

5. MEDITERRANEE INFECTION FOUNDATION assumes no liability for violations of law or breaches in the implementation of the Purchaser's obligations.

MEDITERRANEE INFECTION FOUNDATION assumes, in accordance with the applicable legal provisions, unlimited liability for damages resulting from an intentional or negligent breach of the implementation of its obligations.

In accordance with the legal provisions in force, MEDITERRANEE INFECTION FOUNDATION is liable for itself, its employees and agents.

6. If the Purchaser publishes research results, the publication must mention MEDITERRANEE INFECTION FOUNDATION as the supplier.

## III- ORDERING PROCEDURES

1. The conditions of the quotations of the MEDITERRANEE INFECTION FOUNDATION are valid for 60 days. After this period and in the absence of acceptance, the commercial offer (quotation) will be null and void and MEDITERRANEE INFECTION FOUNDATION will have the possibility to modify the terms of the initial commercial offer.

2. Before signing the purchase order, the Purchaser shall read the GSCs that have been communicated to him and check the details of the commercial offer.

3. The sale is materialized by the commercial offer of the MEDITERRANEE INFECTION FOUNDATION (quotation) signed and stamped by the Purchaser and/or by the purchase order emanating from the Purchaser. The order is thus validated.

4. The MEDITERRANEE INFECTION FOUNDATION will execute the order only upon receipt of the commercial offer signed and stamped by the Purchaser and/or the purchase order and the payment of the deposit by the Purchaser according to the conditions mentioned in article V below.

5. The MEDITERRANEE INFECTION FOUNDATION will not accept any new order as long as the Purchaser is not up to date with the payment of the sums due for his previous orders.

## IV- PRICES

1. Unless otherwise agreed, the price of the products is expressed in Euros, net, excluding transport and packaging costs, excluding taxes, on the basis of the rates communicated to the Purchaser in the commercial offer.

2. The products are invoiced at the price in force at the time of the placing of the order, expressed in euros and taking into account the VAT applicable on the day of the order. Any change in the rate may be reflected in the price of the products or services.

3. The prices are for delivery on the ground floor of the building.

4. Any tax, duty or benefit to be paid in application of French regulations or those of an importing country or a transit country shall be borne by the Purchaser.

5. In case of shipment of heavy or bulky products or products requiring special conditions of transport and packaging (e.g. temperature-controlled products) or in case of request of the Purchaser for an express shipment, specific shipping and/or packaging costs will be charged to the Purchaser.

6. 6. Unless otherwise agreed, transportation costs are to be paid by the Purchaser.

## V- PAYMENT

1. The terms of payment of the price of the products are as follows:

- A deposit of 30% of the total price including VAT at the signature of the order offer when the price of the order is higher than 5 000 euros;

- And the balance of the total price when the invoice is due.

2. Unless otherwise agreed, payments shall be made within 30 days of the date of invoice.

3. The MEDITERRANEE INFECTION FOUNDATION reserves the right to require the payment of the totality of the sale price before shipment for all new Purchasers.

4. 4. Late payment penalties, at the rate of 1.5% per month of delay, and an indemnity of 40 € are due in case of non-payment on the day following the payment deadline indicated on the invoice.

## VI- TRANSPORT/ TRANSFER OF RISKS/ DELIVERY/ RETURN OF GOODS

1. Except in case of derogation granted by the MEDITERRANEE INFECTION FOUNDATION, the transport is organized by the MEDITERRANEE INFECTION FOUNDATION.

The choice of the means of transport and of the carrier, hereinafter referred to as the Carrier, shall be made by MEDITERRANEE INFECTION FOUNDATION.

2. When the place of delivery is located in Metropolitan France, the transfer of the risks from the INFECTION MEDITERRANEE FOUNDATION to the Purchaser, takes place as of the handing-over to the Carrier.

When the place of delivery is located outside Metropolitan France, the transfer of risks takes place according to the incoterm chosen by the Purchaser.

The MEDITERRANEE INFECTION FOUNDATION shall subscribe to a transport insurance only on written request of the Purchaser who shall assume the expenses.

3. If import documents are required, the Purchaser is obliged to provide them to MEDITERRANEE INFECTION FOUNDATION spontaneously and in requested time.

If an official authorization is required, delivery shall not be made until such authorization has been presented.

4. 4. Delivery times are purely indicative and without guarantee on the part of MEDITERRANEE INFECTION FOUNDATION. Delays in delivery do not give the Purchaser the right to cancel the sale or to refuse the product. They may not give rise to withholding, compensation, penalty or damages.

5. On the day of delivery, the Purchaser is required to carefully check the scope of delivery in the presence of the Carrier before signing the transport receipt.

6. It is the Purchaser's responsibility to make the necessary reservations to the last Carrier in case of incomplete or damaged packages.

7. The Purchaser commits to send to the Carrier within 3 days of receipt of the order (this period excluding public holidays), a registered letter with acknowledgement of receipt in order to notify him, in detail, of the shortcomings and/or deteriorations detected upon delivery in accordance with Article L133-3 of the French Commercial Code.

8. The non-observance of these formalities (reservations and registered letter) by the Purchaser could be prejudicial to the MEDITERRANEE INFECTION FOUNDATION. Consequently, the Purchaser's responsibility could be engaged in order to compensate the damage undergone by the MEDITERRANEE INFECTION FOUNDATION.

9. The signature of the receipt of transport without any reserve will be worth acceptance of the products as they are.

10. In case of dissatisfaction, the Purchaser will have to contact the customer service of the MEDITERRANEE INFECTION FOUNDATION at the following email address: [contact@csur.eu](mailto:contact@csur.eu). Subject to the acceptance of the latter, the return of the product to the MEDITERRANEE INFECTION FOUNDATION will be possible, provided that it is returned carriage paid and in its original packing, the Purchaser not being able to claim any compensation for this reason. Otherwise, the return of the order will be refused.

The MEDITERRANEE INFECTION FOUNDATION cannot be held responsible for the consequences due to a delay of delivery or a loss of parcel caused by a third party (except for an arrived sale) or by the deed of the Purchaser (ex: indication of the wrong place of delivery).

## VII- WARRANTY

1. All the products sold by the MEDITERRANEE INFECTION FOUNDATION are subject to a legal guarantee of conformity and against the hidden defects.

2. The Purchaser is aware that the orders involve biological materials that may be subject to quality fluctuations that are beyond the control of MEDITERRANEE INFECTION FOUNDATION. Consequently, the responsibility of MEDITERRANEE INFECTION FOUNDATION cannot be engaged for this reason.

The high quality standards of MEDITERRANEE INFECTION FOUNDATION ensure the availability of pure, viable and authentic biological material.

All quality guarantees require an express written statement.

MEDITERRANEE INFECTION FOUNDATION does not guarantee the shelf life or durability of the products.

## VIII- TERMINATION OF THE CONTRACT

1. In case of non-performance of its obligations by the Purchaser, the present contract will be, at the discretion of MEDITERRANEE INFECTION FOUNDATION, terminated 15 days after a formal notice has been sent without effect.

2. The deposit paid at the time of the order as defined in article V above will then be automatically acquired by MEDITERRANEE INFECTION FOUNDATION as damages and this contract will be automatically terminated to the Purchaser's detriment, without prejudice to the sums which could be claimed judicially in the hypothesis that the prejudice would be superior to the amount of the deposit paid.

## IX - FORCE MAJEURE

1. The occurrence of a case of force majeure has the effect of suspending the execution of the contractual obligations of the MEDITERRANEE INFECTION FOUNDATION.

2. Is a case of force majeure any event independent of the will of the MEDITERRANEE INFECTION FOUNDATION and obstructing the realization of its obligations (ex: strike of the carrier)

3. The responsibility of the MEDITERRANEE INFECTION FOUNDATION cannot be sought in case of force majeure.

## X- RETENTION OF TITLE CLAUSE

1. The transferred product remains the property of the MEDITERRANEE INFECTION FOUNDATION. These GSC do not grant the transfer to the Purchaser of any right or intellectual property title of the MEDITERRANEE INFECTION FOUNDATION on the product.

2. The delivery of a document creating an obligation to pay (bill of exchange or other) before effective and final payment does not account for a payment within the meaning of these terms.

3. In case of non-payment of the total price at the agreed payment date, the Purchaser agrees to return the product, at his own expense and at the request of the MEDITERRANEE INFECTION FOUNDATION.

4. In the case mentioned above, the deposit paid on the day of the order will be kept by the MEDITERRANEE INFECTION FOUNDATION as damages without prejudice to the sums which could be claimed judicially in the hypothesis that the damage would be higher than the amount of the deposit paid.

5. In the absence of amicable restitution of the product, the MEDITERRANEE INFECTION FOUNDATION will be able to claim its product in front of the competent judge and/or to have a seizure of the product performed by a bailiff and more generally to exert all legal and execution ways necessary to the implementation of the present clause at the expense of the Purchaser.

6. In case of non-payment at the dates provided for in the order form, the totality of the collection expenses incurred by the MEDITERRANEE INFECTION FOUNDATION to allow the collection of its amount due will be at the Purchaser's expense without prejudice to the indemnity of 40 € referred to in article V- 4 of the present contract and to the sums which could be claimed judicially as damages.

7. The Purchaser commits, until full payment of the price, under penalty of immediate reclamation of the products and damages, not to transform or incorporate the said products, nor to resell them or pledge them.

8. These provisions do not prevent the transfer of the risks of the products sold as determined in Article VI -2 hereof.

## XI- COMPETENT JURISDICTION

Any dispute relating to the interpretation and execution of the sales of products will be under the exclusive jurisdiction of the courts of Marseille.

## XII- APPLICABLE LAW

The present General Terms and Sale Conditions are governed by French law.