

GENERAL TERMS AND CONDITIONS OF SALE OF RESEARCH MODELS

PURPOSE

The general terms and conditions of sale herein apply to the sales of RESEARCH MODELS from strains developed by JANVIER LABS : rodents for biomedical research for scientific purpose, and any extra service, as described in JANVIER LABS catalogue, on its website (www.janvier-labs.com) and/or in quote, offer or any other equivalent document accepted by JANVIER LABS (the ORDER).

Laboratory services, reproductive sciences, customized breeding and related services are expressly excluded from these general terms and conditions of sale.

JANVIER LABS is a limited company under French law whose head office is at Le Genest-Saint-Isle (53940) – route des Chênes Secs – France, and registered at the Trade Register of Laval with the registration number 340 663 079.

The general terms and conditions of sale are attached to JANVIER LABS catalogue, accessible on its website and provided by JANVIER LABS with each ORDER. JANVIER LABS may modify from times to times its general terms and conditions of sale.

FORMATION OF THE ORDER

1. JANVIER LABS may advise the customer during the ordering process. However, the customer is sole liable for its choice of the ORDER and JANVIER LABS may not be liable for the compatibility/adequacy of this choice to the research and/or therapeutic objectives sought by the customer.

2. The ORDER is legally valid when expressly and in writing accepted by JANVIER LABS.

The general terms and conditions of sale are part of the ORDER.

The customer is deemed having accepted the general terms and conditions of sale provided with the ORDER.

EFFECT OF THE ORDER

Any other provision in contradiction with these general terms and conditions of sale shall be explicitly accepted in advance in writing by JANVIER LABS to apply.

Should any provision of the general terms and conditions of sales herein be declared null and void or non written by the relevant authority, such a decision would not affect the validity of the remaining provisions.

The fact of not asserting a prerogative by one party does not mean that this party waives implicitly or explicitly his right.

The customer is liable for enforcing these terms and conditions of sale by its employees and any third party collaborating in research conducted under the authority of the customer or in which the customer participates.

MODIFICATION / CANCELLATION OF THE ORDER

In case of modification/cancellation of ORDER, the customer

should pay penalty fees (percentage) calculated of the net amount of RESEARCH MODELS concerned and depending on the delay between the planned delivery date and the modification and/or cancellation request, as follows:

For ORDER of RESEARCH MODELS non mutant and less than 3 months, mentioned in JANVIER LABS catalogue :

Between 28 and 22 days : 10%
Between 21 and 15 days : 25%
Between 14 and 8 days : 50%
Between 7 and 3 days : 75%
Less than 3 days : 100%

For ORDER of RESEARCH MODELS non mutant and/or between 3 and 18 months, mentioned in JANVIER LABS catalogue :

Between 28 and 22 days : 10%
Between 21 and 15 days : 25%
Between 14 and 8 days : 75%
Less than 8 days : 100%

For ORDERS of RESEARCH MODELS 19 months old and over 19 months old, mentioned in JANVIER LABS catalogue:

Over 30 days : 50%
30 days and less than 30 days : 100%

For any other ORDER not listed in JANVIER LABS catalogue, penalty fees should represent 100% of the net amount of the RESEARCH MODELS concerned, regardless the date of the modification/cancellation.

TRANSPORT

The transfer of risk and property of the RESEARCH MODELS takes place on the premises of JANVIER LABS, by their direct delivery to the customer or to the third person designated by the customer.

When JANVIER LABS carries out transport of the RESEARCH MODELS, the transfer of risk takes place at the place of delivery designated by the customer.

PRICE

The price of the RESEARCH MODELS and extra services are mentioned in the ORDER.

The prices of RESEARCH MODELS are taken to be in unit measures excluding duties, taxes, packaging and transport. These extra fees, including any variation of these fees between the ORDER and the billing, are charged to the customer.

JANVIER LABS list prices are revised each year with effect from January 1st.

PAYMENT

1. Unless mentioned otherwise, invoices are payable in Euros, by bank transfer respecting the receiving bank details indicated by JANVIER LABS, to the order of JANVIER LABS' head office, situated at Route des Chênes Secs – 53940 Le Genest Saint Isle – France, within 30 days following the end of the month of the invoice date.

No discount will be awarded by JANVIER LABS in respect of immediate payment or payment within a shorter delay than the one indicated on the ORDER or invoice.

The customer may not clear the invoice.

2. In the case of non-payment of an invoice at its due date, JANVIER LABS reserves the right to suspend all future deliveries and/or demand immediate payment for all ORDERS in progress or to come.

Any payment made after the due date will lawfully incur a late payment charge to be added to the sums due, calculated according to the interest rate applied by the European Central Bank at its most recent refinancing operation (on 1st January for the 1st semester, to 1st July for the 2nd semester), plus 10% and calculated by indivisible periods of 15 days commencing from the first day of the late payment.

The customer shall also pay a set fee of € 40 per unpaid invoice to participate towards fees engaged to recover the non-payment, without affecting the rights of JANVIER LABS to claim further compensation should the recovery expense exceed the previously mentioned amount.

CONFORMITY – GUARANTEE

1. JANVIER LABS guarantees having the administrative titles/certificates required to carry out its activity. From its side, the customer is liable for regularity of its protocols of research, and the use of the RESEARCH MODELS towards its applicable law.

JANVIER LABS guarantees the RESEARCH MODELS comply with the ORDER.

2. JANVIER LABS carries out a regular health control of its strains. Methods and results are available on its website or on request. JANVIER LABS delivers to the customer, upon delivery of the RESEARCH MODELS, a health certificate corresponding to the status SPF or SOPF, defined by JANVIER LABS and chosen by the customer at the ORDER. In any case, this certificate does not relieve the customer from applying its own biosecurity rules and ensuring its own health program.

Upon receipt of the RESEARCH MODELS, the customer checks conformity and any reserve shall be specified on the transport receipt.

For health reasons, no return of RESEARCH MODELS can be realized.

Any allegation of non-compliance must be submitted in writing to JANVIER LABS within a maximum of 3 months from receipt of the RESEARCH MODELS.

The customer must allow JANVIER LAB to carry out the appropriate verifications if it considers it necessary, including the customer's site visits, with JANVIER LABS experts.

In any event, when the customer discovers any abnormality, he should immediately take the appropriate measures to limit its aggravation or dispersion.

3. The weight and/or age of RESEARCH MODELS is weight and/or age at the date of packing.

For gestating females:

- JANVIER LABS guarantees the animals according to the specific conditions for each strain as presented in

JANVIER LABS catalogue,

- JANVIER LABS neither guarantees the number of animals per gestation, nor the exact date of giving birth.

- JANVIER LABS does not guarantee the risk of interruption of gestation during transit if the gestation period is either less than 5 days or more than 2/3 of the gestation period, from the shipment of pregnant females.

4. The customer is not allowed to transfer the JAX™ Sperm Cryo Kit (*JAX is a trademark of The Jackson Laboratory registered in the United States. All rights reserved.*) bought to JANVIER LABS out of the territory of JANVIER LABS license, corresponding to France, Austria, Belgium, Czech Republic, Germany, Hungary, Italy, The Netherlands, Poland, Slovakia, Spain, Switzerland, Denmark, Sweden, Norway, Finland.

PROPERTY

1. The rodent strains mentioned in JANVIER LABS catalogue are its property or under its control.

2. The customer shall use the RESEARCH MODELS exclusively for its internal research under its control.

The customer shall not transfer the RESEARCH MODELS with a financial counterpart.

Any transfer of RESEARCH MODELS shall be accepted in advance in writing by JANVIER LABS and (i) the transfer shall be without any financial counterpart for the customer, (ii) the RESEARCH MODELS shall be used exclusively for a considered research project lead under the authority of the customer, and (iii) the rules of the MGI nomenclature shall be respected.

3. Any information, data or protocol transferred by JANVIER LABS to the customer is the property and/or under the control of JANVIER LABS. The customer gets only the right to use them, after the complete payment of the RESEARCH MODELS and exclusively to use the RESEARCH MODELS in accordance with the provisions (2) above.

RESPONSABILITY

The liability of JANVIER LABS, whatever its nature and its form, is limited to definite, direct and material damage in the limit of the net before tax amount of the corresponding disputed ORDER.

JANVIER LABS cannot in any circumstance be held to indemnify the customer for lost of income, chance or opportunity and more generally, immaterial and/or indirect damage suffered by the customer.

JANVIER LABS may not be liable for decisions from the customer or any third party.

FORCE MAJEURE

JANVIER LABS cannot be held responsible for the non-respect of its obligations in the case of force majeure. In particular, the following are considered cases of force majeure : difficulties in production or transport due to bad weather, acts of war, partial or total strikes, terrorism, legal authority

decision.

INSURANCE

Each party undertakes to get and keep an insurance policy to cover its professional civil liability with a notoriously solvent insurance company.

CONFIDENTIALITY

Any information, data, protocol provided by JANVIER LABS to a customer in the course of the formation or the execution of an ORDER are considered as confidential.

Any communication by the customer to a third party shall be accepted in advance in writing by JANVIER LABS, who may not refuse except for just cause.

Without granting any right or license, the non disclosure obligation does not apply to information

- (i) that is or becomes, through no improper action or inaction by the customer, generally available to the public; or
- (ii) in the possession of the customer or known by the customer prior to receipt from JANVIER LABS as evidenced in writing, except to the extent that such information was unlawfully appropriated; or
- (iii) was rightfully disclosed to the customer by a third party; or
- (iv) ordered to be released by the requirement of a government agency.

This obligation is valid during the execution of the ORDER and for 5 years from the execution of the ORDER.

RESOLUTION

An ORDER may be resolved by the party victim of the non execution of an obligation by the faulty party, if no reasonable solution has been offered by the faulty party within 30 days from the reception of a signed-for letter notifying the circumstances, the nature and the extent of the default..

Notwithstanding the resolution of an ORDER, the provisions concerning conformity-guarantee, property, confidentiality, responsibility, applicable law-jurisdictional competence will keep to apply whatever the reason of the resolution.

APPLICABLE LAW - JURISDICTIONAL COMPETENCE

Any question relative directly or indirectly to an ORDER or to the general sales terms and conditions of sale are governed by French law.

When JANVIER LABS and the customer fail to reach an amicable arrangement concerning a dispute relative directly or indirectly to an ORDER or to the general terms and conditions of sale, the dispute shall be submitted to the exclusive competence of the commercial court (Tribunal de commerce) in Laval - France, even in the event of multiple proceedings or parties or the use of a substitute representative.

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