



GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

PURPOSE

The general terms and conditions of sales herein apply to the provision of SERVICES by JANVIER LABS: laboratory services, reproductive sciences, customized breeding, and any extra services, performed from the biological material provided by the customer or a third party on customer request (the BIOLOGICAL MATERIAL) and correspond to rodents for biomedical research for scientific purpose. The SERVICES are 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).

The sales of research models developed from strains belonging or under the control of JANVIER LABS and related sales 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.

2. JANVIER LABS provides to the customer a quote for each SERVICE, with the general terms and conditions of sales.

The customer shall provide in advance to JANVIER LABS any information he gets concerning the BIOLOGICAL MATERIAL.

The BIOLOGICAL MATERIAL shall correspond to class 1, excluding all other category of risk, and free of zoonoses.

These information (including the Project Information Form), and the general terms and conditions of sale are part of the ORDER.

The ORDER is legally valid when expressly and in writing accepted by JANVIER LABS following the quote accepted by the customer and/or a corresponding order form by the customer.

The acceptance of the quote or the corresponding order form corresponds also to the acceptance of the general terms and conditions of sales.

In the case whereby the SERVICE necessitates an approval from the French State ministry of Higher Education and Research (MESR), the validity of the

ORDER shall be suspended until JANVIER LABS gets the approval from the MESR to provide such SERVICE.

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 the part of the SERVICES performed, any expenses engaged by JANVIER LABS for the SERVICES and non cancellable, and any other indirect expenses for JANVIER LABS because of the modification/cancellation of ORDER.

BACKUP

Before the transfer of the BIOLOGICAL MATERIAL, the customer must make a backup of the corresponding line, until confirmation by JANVIER LABS of the realization of the laboratory service or reproductive sciences service or, for the customized breeding, until the delivery to the customer of the first cohort of animals.

TRANSPORT

Picking up of the BIOLOGICAL MATERIAL.

The customer is responsible for the preparation, packaging, and labeling of packages in accordance with applicable regulations on all transit conditions.

The customer must provide all the information and documents required by JANVIER LABS or the carrier, within a maximum of 5 days prior to the picking up of the BIOLOGICAL MATERIAL.

Delivery of the results of the SERVICES

The transfer of the risks relating to the results of the SERVICES 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 results of the SERVICES, the transfer of the risks takes place at the place of delivery indicated by the customer.

PRICE

The price of the SERVICES and related services are mentioned in the ORDER.

The prices of SERVICES 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.

The price in the ORDER is set out for a period and/or a volume and/or a capacity agreed between JANVIER LABS and 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 activity, the BIOLOGICAL MATERIAL and its protocols of research in accordance with its applicable law.

2. JANVIER LABS guarantees the SERVICES comply with the ORDER.

JANVIER LABS is bound by an obligation of means and can not be responsible for insufficient or erroneous

information regarding the composition and characteristics of the BIOLOGICAL MATERIAL.

3. JANVIER LABS carries out a regular health control, whose methods and results are available on its website or on request. JANVIER LABS delivers to the customer, to the delivery of the animals resulting from the SERVICE BENEFITS, a health certificate corresponding to the status SPF or SOPF, defined by JANVIER LABS and chosen by the customer with the ORDER.

In any case, this certificate does not relieve the customer from applying its own biosecurity rules and ensuring its own health program.

4. Upon receipt of the results of the SERVICES, the customer carries out a conformity control. Any reserve shall be specified on the transport receipt. For health reason, no return of the results of the SERVICES can be realized.

In the event of an anomaly, the customer must immediately take all necessary measures to prevent the aggravation and/or spread of this anomaly.

The customer informs JANVIER LABS of any anomaly within 3 working days of the discovery of the anomaly.

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.

PROPERTY

1. The customer declares having the necessary rights and titles to provide the BIOLOGICAL MATERIAL to JANVIER LABS to carry out the SERVICES.

JANVIER LABS acquires no rights in the BIOLOGICAL MATERIAL, its descendants and derivatives. JANVIER LABS undertakes to use them exclusively within the framework of the ORDER.

2. Any method, protocol, know-how implemented during the execution of the SERVICES and developed by JANVIER LABS or by a third party previously to the performance of the SERVICES, are and remain the exclusive property respectively of JANVIER LABS or this third party.

Upon full payment of the SERVICES, the customer shall have the right to use the information provided by JANVIER LABS for its internal needs related to the use of the results of the SERVICES, without any other possibility of exploiting them, in particular reproduction and/or sales.

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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