

TERMS OF SALES

ARTICLE 1 – Scope of application

These General Conditions of Sale constitute, in accordance with article L.441-1 of the Commercial Code, the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which the Company 4BBIOSEARCH (the “Service Provider”) provides professional Clients (“the Clients” or “the Client”) who provide it with the request by direct contact or via paper support, the services it offers in the field of laboratory operations brokerage, including but not limited to:

- provision of brokerage services in products and services related to biology,
- assistance services and search for professional solutions, particularly for destination for research and pharmaceutical laboratories, bio libraries, start-ups, (Services “).

The main characteristics of the Services are presented on the website “4Bbiosearch.fr” (hereinafter “Website”). Some services are offered by subscription.

They apply, without restriction or reservation, to all Services rendered by the Service Provider to Customers of the same category, regardless of the clauses that may appear on the Customer's documents, and particularly its general conditions of purchase.

In accordance with current regulations, these General Conditions of Sale are systematically communicated to any Customer (excluding wholesalers) who requests them, for them.

allow you to place an order with the Service Provider. They are also communicated to any Client prior to the conclusion of a single agreement referred to in articles L.441-3 et seq. of the Commercial Code, within the legal deadlines.

Any order for Services implies, on the part of the Customer, acceptance of these General Conditions of Sale of the Service Provider.

The information appearing in the Service Provider's catalogues, prospectuses and prices is given for information purposes only and can be revised at any time.

The Service Provider has the right to make any modifications that it deems useful.

In accordance with current regulations, the Service Provider reserves the right to waive certain clauses of these General Conditions of Sale, depending on negotiations.

carried out with the Customer, by establishing Special Conditions of Sale or by inserting contrary notices in the quote.

ARTICLE 2 – Orders

1. Any Customer interested in the services offered by the Service Provider can request any useful information via email or telephone, using the following contact details:

Email: nabil.benyoucef@4bbiosearch.com / Tel: 07 86 66 95 11

Any order is subject to a prior telephone meeting or a physical interview during which the Customer expresses his needs precisely and sends the Service Provider a set of specifications, so that he can provide him with send a quote adapted to the information communicated to it by the Customer. The Customer can on this occasion choose a subscription offered by the Service Provider.

If placing an order for Services involves the conclusion of a subscription contract, this subscription is for a period of one (1) year tacitly renewed for the same duration. In this case, the Customer benefits from the possibility of cancelling his subscription before the end of each period (at least the last day of each period), by means of a written document proof of the date of dispatch.

Sales of Services are only finalized after said quote has been established and express written acceptance of the Customer's order by the Service Provider, evidenced by an acknowledgment of receipt from the Service Provider.

The Customer has the possibility to check the details of his order, its price and to correct any errors before confirming his acceptance by sending the quote signed by the Customer with the mention "Good for agreement". This validation implies acceptance of all these General Conditions of Sale and constitutes proof of the sales contract.

Taking the order into account and accepting it are confirmed by sending an email. The data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Client.

2. Any modifications to the order requested by the Customer will only be made, within the limits of the Service Provider's possibilities, if they are notified in writing, at least 15 days before the date planned for the provision of the Services ordered, after signature by the Customer of a specific purchase order and possible price adjustment.

3. In the event of cancellation of the order by the Customer after its acceptance by the Service Provider, less than 15 days before the date scheduled for the provision of the Services ordered, for any reason whatsoever other than force majeure: a sum corresponding to 30% of the total price excluding tax of the Services will be acquired from the Service Provider and invoiced to the Client, as damages, in compensation for the damage thus suffered. In the case of a subscription taken out by the customer, 30% of the price of the annual subscription excluding tax will be retained.

ARTICLE 3 – Prices

The Services are provided at the Service Provider's prices in effect on the day the order is placed, according to the quote previously established by the Service Provider and accepted by the Customer, as indicated in the "Orders" article above.

This may be a global amount (for package services) or monthly amount (for subscription services). Prices are net and excluding VAT.

An invoice is drawn up by the Service Provider and given to the Customer each time Services are provided or monthly in the case of a subscription.

The conditions for determining the cost of services whose price cannot be known a priori nor indicated with accuracy, as well as the method of calculating the price making it possible to verify the latter,

will be communicated to the Client or will be the subject of a detailed quote, at the Client's request in accordance with the provisions of article L.441-1, III of the Commercial Code.

ARTICLE 4 – Payment conditions

1. Payment deadlines

Subscription services:

Any service provided under subscription will be subject to a monthly invoice in accordance with the estimate as well as a summary invoicing in the last month of the subscription.

Package services:

Any service provided in the form of a “package” will be invoiced on the day the services are provided.

All invoices are payable in full and in a single payment within 30 days of receipt by the Customer, as defined in these General Conditions of Sale. This

deadline will be mentioned on the invoice which will be given to the Client by the Service Provider.

As an exception, invoices sent as part of a subscription service will be payable upon receipt.

All payment must be made by the Customer by bank transfer.

Travel costs (travel, hotel) may be re-invoiced to the customer in accordance with the details of the quote.

No discount will be applied by the Service Provider for payment before the date appearing on the invoice or within a period shorter than that mentioned in these General Conditions of Sale.

2. Late penalties

In the event of late payment and payment of sums due by the Customer beyond the deadline set above, and after the payment date appearing on the invoice sent to the latter, late payment penalties calculated at the rate of 10 % of the amount including tax of the price of the Services appearing on said invoice, will be automatically and automatically acquired from the Service Provider, without any formality or prior notice. The applicable calculation formula will be as follows: Late penalties = (10% x Amount including tax) x (number of days late/365).

Finally, a fixed compensation for recovery costs, in the amount of 40 euros, will be due, automatically and without prior notification in the event of late payment. The Service Provider reserves the right to request additional compensation from the Customer if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

3. Lack of compensation

Unless expressly agreed in advance and in writing by the Service Provider, and provided that the reciprocal claims and debts are certain, liquid and payable, no compensation can be validly carried

out by the Client between possible penalties for delay in the provision of the Services ordered or non-compliance with the order, on the one hand, and the sums by the Customer to the Service Provider for the purchase of said Services, on the other hand.

ARTICLE 5 – Terms of supply of Services

Any provision of services carried out by the Service Provider must be subject to precise specifications drawn up by the Client.

The latter undertakes to send the Service Provider any information useful for defining its needs and undertakes to communicate all the input data necessary for the successful completion of the services.

The Services ordered by the Customer will be provided within a maximum period indicated in the quote.

This deadline does not constitute a strict deadline and the Service Provider cannot be held liable towards the Client in the event of a delay in the provision of the Services not exceeding 30 days. In the event of a delay of more than 30 days, the Customer may request cancellation of the sale.

The Service Provider's liability cannot under any circumstances be incurred in the event of a delay or suspension of the provision of the service attributable to the Client or any supplier, or in the event of force majeure.

The Services will be provided: at the Client's premises, at the Service Provider's home or at any other location designated by the Client, subject to acceptance by the Client.

In the absence of reservations or complaints expressly made by the Customer upon receipt of the Services, they will be deemed to conform to the order, in quantity and quality.

The Customer will have a period of 5 working days from the provision of the Services to issue, in writing, such reservations or complaints, with all the supporting documents relating thereto, to the Provider.

No complaint can be validly accepted in the event of non-compliance with these formalities and deadlines by the Customer.

The Service Provider will reimburse or rectify the Client (to the extent possible) as quickly as possible and at its expense, according to the appropriate terms and conditions approved by the Client, the Services for which the lack of conformity has been duly proven by the Client.

In the event of a specific request from the Client concerning the conditions of provision of the Services, duly accepted in writing by the Service Provider, the related costs will be subject to invoicing.

additional specification, based on a quote previously accepted by the Customer.

ARTICLE 6 – Liability of the Service Provider – Guarantee

The Service Provider undertakes to implement all necessary means to carry out the services in a professional, competent, and diligent manner, using best practices and appropriate technical knowledge. As the Service Provider has no decision-making power, its

No liability can be incurred for a service arising directly or indirectly from a decision of the Client.

The Service Provider guarantees, in accordance with legal provisions, the Client, against any lack of conformity of the Services and any hidden defect, resulting from a failure to provide said Services to the exclusion of any negligence or fault of the Customer.

The Service Provider's liability can only be incurred in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage, of any nature whatsoever.

In order to assert his rights, the Customer must, under penalty of forfeiture of any action relating thereto, inform the Service Provider, in writing, of the existence of the defects within a maximum period of 15 days from their discovery.

The Service Provider will rectify or have rectified, at its exclusive expense, according to the appropriate methods and approved by the Client, the Services deemed defective.

In any event, if the Service Provider is held liable, the Service Provider's guarantee will be limited to the amount excluding tax paid by the Client for the provision of the Services.

The guarantee granted by the Service Provider may in no case exceed a period of thirty (30) days from the date of delivery of the Services ordered materialized by sending the invoice for the balance and the documents for carrying out the Services given to the Client.

ARTICLE 7 – Confidentiality

The Client and the Service Provider undertake not to communicate to anyone, directly or indirectly, all or part of information of any nature, commercial, industrial,

technical, scientific, financial, nominative, etc., which will have been communicated to him during the mission or which he would have become aware of during the mission.

The Client and the Service Provider acknowledge that any disclosure would harm their interests and engage their liability. The Client and the Service Provider undertake, within the meaning of article 1204 of the Civil Code, to respect the confidentiality commitment set out above by any person intervening in their name or on their behalf (employee, agent, etc.).

ARTICLE 8 – Independence of the parties

The Service Provider is independent and will act accordingly on its own behalf and in its own name. He will not be linked to the Client by any link of subordination and will be entirely free to organize his activity and his working time as he sees fit in the context of the services he provides.

The Service Provider does not intend to represent or bind the Client vis-à-vis third parties.

The Service Provider is independent and carries out its activity on its own account, at its own risk, peril, and profit and, as a result, assumes alone, without any recourse against the Client, all obligations, in particular tax, social, administrative, contractual and tort which arise from it against

which it is required to insure in an appropriate manner, and the Service Provider irrevocably undertakes in this respect to take out all the necessary insurance policies to cover all the responsibilities which may result, at its expense, from the conclusion and execution hereof.

ARTICLE 9 – Intellectual property rights

Ownership of all intellectual property rights over studies, drawings, models, prototypes, etc., produced at the request of the Client with a view to providing the services, belongs to the Customer following full payment of services.

However, all intellectual property rights of which the Service Provider was the owner before the performance of the services remains its entire property.

ARTICLE 10 – Personal data

Personal data collected from Customers is subject to computer processing carried out by the Service Provider. They are recorded in their customers file and are essential for processing their order. This information and personal data are also kept for security purposes, to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any guarantees that may apply.

The data processing manager is the Service Provider. Access to personal data will be strictly limited to employees of the data controller, authorized to process them by reason of their functions. The information collected may possibly be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the Client's authorization being necessary.

As part of the performance of their services, third parties have only limited access to the data and are required to use them in accordance with the provisions of the legislation applicable in

matters of personal data protection. Apart from the cases set out above, the Service Provider undertakes not to sell, rent, transfer, or give third parties access to data without the Client's prior consent, unless forced to do so for a legitimate reason.

If the data is to be transferred outside the EU, the Customer will be informed and guarantees will be taken to secure the data (for example, membership of the external service provider to the “

Privacy Shield”, adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the Buyer has a right of access, rectification, erasure, and portability of data concerning him, as well as the right to oppose the processing for legitimate reasons, rights that he can exercise this by contacting the data controller at the following postal or email address: nabil.benyoucef@4bbiosearch.com. In case of

complaint The Customer can send a complaint to 4BBIOSEARCH, 11 Rue Jules Mercier 21000 DIJON.

ARTICLE 11 – Unpredictability

These General Conditions of Sale expressly exclude the legal regime of unforeseen circumstances provided for in Article 1195 of the Civil Code for all Supply of Services operations.

Services from the Service Provider to the Client. The Service Provider and the Client therefore each waive the right to avail themselves of the provisions of Article 1195 of the Civil Code and the contingency regime provided for therein,

undertaking to assume its obligations even if the contractual balance is upset by circumstances which were unforeseeable at the conclusion of the sale, even if their execution proves excessively onerous and to bear all the economic and financial consequences thereof.

However, if the change in unforeseeable circumstances at the time of the conclusion of the contract was definitive or persisted beyond 15 days, these conditions would be purely and simply terminated.

according to the terms defined in the article “Resolution for Unforeseen circumstances”.

ARTICLE 12 – Forced execution in kind.

In the event of failure by one or other of the Parties to fulfil its obligations, the Party victim of the failure has the right to request the forced performance in kind of the obligations arising here from. By way of derogation from the provisions of article 1221 of the Civil Code, the creditor of the obligation may continue this forced execution after a simple formal notice, addressed to the debtor of the obligation by registered letter with request for acknowledgment of receipt, whatever the circumstances and even if there is a manifest disproportion between its cost for the debtor, in good faith, and its interest for the creditor.

By express derogation from the provisions of article 1222 of the Civil Code, in the event of failure of one or other of the Parties to fulfil its obligations, the Party victim of the failure will not be able to have the obligation performed itself by a third party, at the expense of the defaulting Party. The creditor of the obligation may, however, request in court that the defaulting Party advance the sums necessary for this execution.

The Party victim of the default may, in the event of non-performance of any of the obligation's incumbent on the other Party, request the termination of the contract according to the terms defined in the article "Resolution of the contract".

ARTICLE 13 – Exception of non-performance

The Parties expressly declare that they waive the right to avail themselves of the provisions of Articles 1219 and 1220 of the Civil Code of the regime of exception of non-performance provided for therein.

Consequently, they undertake to execute these presents even fully and completely in the event of failure on the part of one or the other.

However, if the impediment were permanent or continued beyond 30 days, these conditions would be purely and simply resolved according to the terms defined in the article "Resolution for failure of a party to fulfil its obligations".

ARTICLE 14 – Force majeure

The Parties cannot be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, results from

a case of force majeure, within the meaning of article 1218 of the Civil Code.

The Party noting the event must immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations cannot under any circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties.

The execution of the obligation is suspended for the entire duration of the force majeure if it is temporary and does not exceed 30 days. Consequently, as soon as the cause of the

suspension of their reciprocal obligations, the Parties will make every effort to resume the normal execution of their contractual obligations as quickly as possible. To this end, the prevented Party will notify the other of the resumption of its obligation by registered letter with acknowledgment of receipt or any extrajudicial act. If the impediment is definitive or exceeds 30 days, these will be purely and simply resolved according to the terms defined in article.

"Resolution for force majeure".

During this suspension, the Parties agree that the costs generated by the situation will be shared in half.

ARTICLE 15 – Resolution / Termination of the contract

Resolution for Unpredictability

The resolution for the impossibility of the execution of an obligation which has become excessively onerous may, notwithstanding the clause Resolution for failure of a party to fulfil its obligations appearing below, take place until 30 days after receipt of a notification. remains notified by registered letter with acknowledgment of receipt or any extrajudicial act.

Resolution for force majeure

The automatic resolution for force majeure may, notwithstanding the Resolution clause for failure of a Party to fulfil its obligations appearing below, take place until 30 days after the date of force majeure.

receipt of a formal notice notified by registered letter with request for acknowledgment of receipt or any extrajudicial act.

However, this formal notice must mention the intention to apply this clause.

Resolution for failure of a Party to fulfil its obligations.

In the event of non-compliance by either Party with the following obligations:

- for the Service Provider, the obligations provided for in the article “Terms of provision of Services”:
- for the Customer the non-payment on the due date of any sums due for the Services ordered.

referred to in the articles of this contract, it may be resolved at the discretion of the injured Party.

It is expressly understood that this resolution for failure of a party to fulfil its obligations will take place automatically 30 days after receipt of a formal notice to comply, which has remained, in whole or in part, without effect. The formal notice may be notified by registered letter with acknowledgment of receipt or any extrajudicial act.

Provisions common to resolution cases

It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of this agreement will be validly given notice by the sole payment of the obligation, in accordance with the provisions of article 1344 of the Civil Code.

The services exchanged between the Parties since the conclusion of the contract and until its termination having found their usefulness as the reciprocal execution thereof progresses, they will not give no reason for restitution for the period prior to the last service not having received its consideration.

In any event, the injured Party may seek legal action for damages.

Subscription termination

Please note that all subscriptions are made with a one (1) year commitment.

The Customer is entitled to request the termination of his subscription, with effect from the start of the following period (termination on the renewal date), provided however that he makes the request,

by means of a writing providing a proof of the date of sending, or through its user space, no later than the last day of the current period.

ARTICLE 16 – Disputes

ALL DISPUTES COVERED BY THIS AGREEMENT AND AGREEMENTS RELATING TO IT

ARISING COULD GIVE RISE, REGARDING BOTH THEIR VALIDITY, THEIR INTERPRETATION, THEIR EXECUTION, THEIR RESOLUTION THEIR CONSEQUENCES AND THEIR FOLLOW-UP WILL BE SUBMITTED TO THE DIJON COURT.

ARTICLE 17 – Language of the contract – Applicable law

These General Conditions of Sale and the operations resulting from them are governed by French law.

They are written in French. If they are translated into one or more languages, only the French text will be authentic in the event of a dispute.

ARTICLE 18 – Customer Acceptance

These General Conditions of Sale are expressly approved and accepted by the Customer, who declares and acknowledges having perfect knowledge of them, and therefore waives the right to rely on any contradictory document and, in particular, his own general conditions of purchase. , which will be unenforceable against the Service Provider, even if he was aware of it