

GENERAL TERMS AND CONDITIONS OF SALE AND USE

SUBJECT

The General Terms and Conditions of Sale and Use presented here detail the rights and obligations of INSTITUT SCIENTIS and its customers in the context of the sale of services and training courses intended for professionals. Any service or training provided by INSTITUT SCIENTIS therefore implies unreserved acceptance by the customer-buyer of these General Terms and Conditions of Sale and Use. No modification of these or of the quotation will be valid.

SCOPE OF APPLICATION

Unless expressly agreed otherwise, these General Terms and Conditions of Sale and Use (GTCSU) govern all services offered by INSTITUT SCIENTIS and all contractual relations between INSTITUT SCIENTIS and its customers.

PRESENTATION

INSTITUT SCIENTIS is a research and scientific expertise laboratory, services provider for health products (antiseptics, cosmetic products, biocides, medical devices, detergents, disinfectants) in the field of Regulation, Microbiology and product design.

INSTITUT SCIENTIS is registered as training organization and has the Research Tax Credit approval of the Ministry of Research.

QUOTATION/SERVICE AGREEMENT

Prior to any study, INSTITUT SCIENTIS sends to the applicant a quotation or a service agreement tailored to the request.

ARTICLE 1 - APPLICATION OF GENERAL TERMS AND CONDITIONS OF SALE AND USE

The present general terms and conditions of sales and use (hereinafter referred to as GTCSU) apply to any person / company (hereinafter referred to as "Customer") who places an order (by signing a quotation or a service agreement) with Institut Scientis.

The GTCSU are available on the link mentioned on the quotation/service agreement provided.

Any order implies the unreserved acceptance of the customer to the GTCSU in force on the date of the order, and with no opposability by the customer of its own general conditions of purchase.

The information contained in commercial documents, website or others are only indicative and may, as such, be modified by Institut Scientis without notice.

In case of amendments to these Terms, the new GTCSU become effective upon communication to the customer.

However, they do not apply to confirmed running orders, unless required by law. In case of staggered services, the new terms will apply from next delivery.

ARTICLE 2 - ORDERS

The date of an order is fixed on the day of receipt by Institut Scientis quotation or service agreement signed by the customer, or any other written agreement (email, fax ...), or the receipt of the deposit, where appropriate. An order cannot be canceled or modified without prior written consent from Institut Scientis. If an order change is accepted by Institut Scientis, the revised quotation or service agreement is sent to the customer who must sign and return it, marking its acceptance of the amendment.

ARTICLE 3-ACHIEVEMENT OF SERVICES

The achievement of service(s) may be done in several steps after validation by the customer. Service completion time listed on the quotation or service agreement are indicative and subject to potential technical feasibility, unless otherwise agreed in writing between the parties. Two conditions are necessary so that the delivery is initiated and the time begins to run:

- (1) Institut Scientis received the quotation or the order form signed by the customer
- (2) Institut Scientis received the elements required for the successful completion of service(s), these elements are the responsibility of the customer.

Samples / documents required for the performance of the service and which are not in the possession of Institut Scientis travel under the responsibility of the customer.

All advice / information provided by Institut Scientis in any medium (oral informal telephone exchange, email, fax, documents, leaflets, catalogs, newsletters, laboratory formulas, recommendations for use etc ...) when ordering or outside any order, whether technical, commercial, regulatory and / or of any other nature are provided free, as information only, and in the state of knowledge at the time they are delivered. They are provided without warranty of accuracy or completeness, nor without any liability. In this regard, the customer acknowledges and accepts that these tips and information cannot prevent it from making all necessary checks prior to any use and / or marketing of products derived from such advice and information.

The performance reports are provided by INSTITUT SCIENTIS in French and/or English language, according to customer request. Exchanges are carried out electronically. No changes or alterations may be made to these documents after they have been sent. Reproduction of any document issued by INSTITUT SCIENTIS is not authorized. In general terms, reports, studies, webinar and training materials, databases and other documents generated by INSTITUT SCIENTIS remain the intellectual property of INSTITUT SCIENTIS and may under no circumstances be reproduced or used without the prior written consent of INSTITUT SCIENTIS. The customer acknowledges and accepts that certain tasks may be subcontracted.

INSTITUT SCIENTIS reserves the right to apply a resolutive clause to the signed contract under the following conditions if

- all the data requested and required for the service is not provided.
 - tests necessary for the performance of the service and requested by INSTITUT SCIENTIS are not carried out.
- Cancellation of the order in progress may entitle INSTITUT SCIENTIS to claim damages.

With the exception of training courses, any deposit paid at the time of order remains the property of INSTITUT SCIENTIS.

ARTICLE 4 – PRICE OF SERVICES

Prices are in euros (€), excluding duties and taxes. Prices include VAT and are based on the VAT rates in force on the date of the quotation. Any variation in these rates will be reflected in the prices. The prices of services sold and any discounts are indicated on the quotation or service agreement until its validity date. Prices indicated on any other document are purely indicative. INSTITUT SCIENTIS reserves the right to modify its prices at any time. However, INSTITUT SCIENTIS undertakes to invoice the services ordered at the prices indicated when the order is registered. The costs of regulatory and scientific assistance are invoiced on an hourly basis, the price of which is reviewed annually. Two rates are applied: the "standard" rate and the "emergency" rate, which requires a faster response from INSTITUT SCIENTIS, discussed and agreed with the customer. Unless specified in the quotation, prices do not include the cost of any tests, fees, additional tests, meals, travel, accommodation or any other ancillary expenses that may be required to perform the services ordered. Additional costs will be invoiced to the customer upon justification of the expenses.

ARTICLE 5 – INVOICING AND PAYMENT

Invoices have to be paid by bank transfer or cheque to :

INSTITUT SCIENTIS, 42, avenue Junot 75018 PARIS.

Bank details : CIC PARIS MONTMARTRE-30066-10611-00020189601-14
IBAN FR76 3006 6106 1100 0201 8960 114

Invoices have to be paid taxes and duties included, unless otherwise expressly stipulated in the quotation. The first delivery order(s) are generally subject to an initial invoice for a deposit of 50% of the total amount that is sent from the signing of the quotation or service agreement. The second invoice for the second installment of the remaining 50% is sent after the full implementation of the service. Payment of the second invoice may be required before sending the finalized documents. In the specific case of hourly services, billing is monthly and takes place in the last week of the month, or earlier if the work has been completed. In the case of continuous or periodic services, the invoice is sent at the beginning of each defined period (e.g. at the start of each month, quarter) and is payable in full by the customer, unless cancelled in writing at least 1 month before the billing date. If a service cannot be completed within 6 months of the order date, due to factors for which the customer is responsible, the work carried out by INSTITUT SCIENTIS up to that date will be considered as a separate service and will be invoiced at the amount of the initial order. The elements mentioned above that are the responsibility of the customer include, in particular, samples requested by INSTITUT SCIENTIS to perform an analysis, information requested by INSTITUT SCIENTIS to compile a regulatory file, etc.

Payment is preferably made by bank transfer, cheques are nevertheless accepted. All invoices (global or advance) must be paid on receipt, unless otherwise agreed in writing. INSTITUT SCIENTIS reserves the right to request payment (cash or in two instalments) at the time of order. Any delay in the payment of an invoice will give rise to the payment of interest by the customer to INSTITUT SCIENTIS, at a rate equal to three (3) times the legal interest rate in force. Such interest shall be calculated on the amount of the relevant invoice, tax excluded, pro rata temporis, and shall be paid ipso jure from the 31st day of receipt of the invoice. In addition to late payment penalties, any sum, including the deposit, not paid on the due date will automatically give rise to the payment of a fixed penalty of 40 euros (€) due for collection costs in accordance with Articles L.441-10.II and D.441-5 of the French Commercial Code. When the customer is in default of payment of all or part of a term to

an end, Institut Scientis can, that fact alone and without any need of prior notice, immediately suspend the execution of the services, without the client can ask Institut Scientis for damages.

ARTICLE 6 – CONFIDENTIALITY

INSTITUT SCIENTIS undertakes to implement the necessary means to ensure the confidentiality of the data provided by the customer. In particular, INSTITUT SCIENTIS staff involved in the service to be provided is bound by a strict confidentiality.

ARTICLE 7 – MICROBIOLOGY

INSTITUT SCIENTIS draws up the regulatory documents/files for the products in accordance with the regulations in force and defined at the time of order. It is the customer's responsibility to provide the information requested by INSTITUT SCIENTIS and necessary for the performance of the service, whether these information are on the customer's site or to be obtained from third parties (subcontractors, suppliers, etc.).

INSTITUT SCIENTIS assumes that the documents supplied by the customer and/or its suppliers and/or its service providers are accurate and declines all responsibility in the event of falsification, errors not detected in the documents supplied, non-compliance

GMP (Good Manufacturing Practice) or GLP (Good Laboratory Practice).

If the information transmitted by the customer and/or its suppliers and/or its service providers to INSTITUT SCIENTIS are erroneous or not transmitted, INSTITUT SCIENTIS alerts the customer and compiles the file subject to the missing data or not retained.

The file is invoiced at the amount agreed when the order was placed.

INSTITUT SCIENTIS keeps the data in the regulatory file unless otherwise specified by the customer.

If the customer is responsible for placing the product on the market, he/she shall keep the file for the authorities, should they request it, to the appropriate address in accordance with current regulations.

The customer undertakes to provide INSTITUT SCIENTIS with regular data on existing and future products (transmitted as and when they are developed) for which INSTITUT SCIENTIS is responsible.

By "data", INSTITUT SCIENTIS includes the list of products concerned, any additional elements/documentation pertaining to such products not in possession of INSTITUT SCIENTIS when making records to update the condition of detention and storage and any other useful information concerning the life of the products.

INSTITUT SCIENTIS advises, informs and educates the customer in all matters related to the marketing of products compliant with regulations, but the customer remains responsible for the marketing of its products, whether manufactured home, outsourced or imported.

The customer agrees to provide the necessary elements required by INSTITUT SCIENTIS or deemed useful to the fulfilment of responsibilities defined and initiated by INSTITUT SCIENTIS.

ARTICLE 8 – PRODUCT DESIGN

An application design file is transmitted by INSTITUT SCIENTIS to the customer. It is the customer's responsibility to describe as accurately as possible the characteristics of the product to be developed (product description, destination, mode of employment desired organoleptic, physicochemical characteristics, claims, stability, compatibility containing content, raw material cost price, sales price, competitive products...). The order must be accompanied by the design brief signed by Institut Scientis and the customer. Product designed will meet the needs of the customer. Samples may be sent during the development phase, the quantity will be defined when ordering, in agreement with the customer.

The exclusivity of the formula is optional, if appropriate the amount will be determined on a case by case basis.

ARTICLE 9 - TRAININGS

Trainings organized by INSTITUT SCIENTIS are carried out on site or at the customer, according to the demand. A training agreement is established by INSTITUT SCIENTIS. The internal regulations are forwarded to each attendee who shall acknowledge its receipt. Unless otherwise indicated, the invoices for training and webinars must be paid by the customer before the start of the course. The law applicable to INSTITUT SCIENTIS is the French law.

ARTICLE 10 - PENALTY CLAUSE

In addition to the amount due, late payment penalties referred to in Article 5 and judicial expenses incurred by INSTITUT SCIENTIS for the recovery of his debt, failure to pay an amount due three months after the deadline on the invoice leads to an allowance, as damages and penalty clause, equal to 50% of the outstanding balance, applicable from the due date of the invoice and due until it is paid in full or until closing date of accounts, in case of non payment of this sum. In this case, additional invoices will be issued periodically until full payment of the sums due. Any dispute of any nature whatsoever will be brought before the Paris court.

ARTICLE 11 – FORCE MAJEURE

The execution of the order may be suspended by INSTITUT SCIENTIS in case of force majeure events. Force majeure shall mean any unpredictable and irresistible events, beyond the control of the parties (such as natural disasters, bad weather, fire, strike, riot, disruption in transportation, act of public authorities, civil or military,...) which prevents the normal execution of the order.

Upon the occurrence of such an event, INSTITUT SCIENTIS notifies the customer and the time of execution of the order will be extended for the duration of the event and its consequences.

INSTITUT SCIENTIS will endeavor to minimize the consequences of force majeure on the execution of the order. In the event a force majeure event delays the execution of the order of more than three months, either party shall be free to cancel the order by registered letter with acknowledgment of receipt.

No compensation will be payable in case of delay or cancellation due to force majeure.

ARTICLE 12 – LIABILITY

Obligation of means

INSTITUT SCIENTIS is bound by an obligation of means. Consequently in no event shall INSTITUT SCIENTIS be liable without proof and for contractual elements or outside a contract not strictly related to the fulfilment of its obligations. For instance, INSTITUT SCIENTIS cannot be held responsible for misuse of products /services by the customer, the intervention of a third party whoever it may be, the compliance and suitability of the products/services to the customer's needs, the products availability, the compliance with the legislation of the country where the products/services are delivered, misuse of information by the customer, results of third-party referral services.

Limitation of liability

INSTITUT SCIENTIS only answers, when its liability is engaged, for direct, personal and certain material damages. Under no circumstances shall the customer be entitled to claim compensation for indirect and non-material damages, such as operating loss, loss of profit, loss of data, commercial loss or loss of opportunity. Furthermore, the liability of INSTITUT SCIENTIS or its staff shall in no case exceed the price of the services involved.

Waiver of recourse

In return for the insurance obligation stipulated below and the limitation of INSTITUT SCIENTIS liability, it is expressly agreed that the customer waives any recourse he may have against INSTITUT SCIENTIS or its insurers, for damages other than direct material damages.

For the latter, it is expressly agreed that the customer waives any recourse against INSTITUT SCIENTIS and its insurers above the threshold specified in the preceding paragraph. In addition, the customer undertakes to obtain the same waiver from his insurers.

ARTICLE 13 – INSURANCES

Each party shall insure against the financial consequences of any damage it may suffer and shall insure civil liability that may arise from orders for products and/or services placed with INSTITUT SCIENTIS. The customer therefore undertakes to take out, with any solvent company of his choice, an insurance policy covering its own damage, ensuring its civil liability in order to cover all material, bodily and/or immaterial damage likely to be caused directly or indirectly to INSTITUT SCIENTIS and/or third parties, as well as all specific risks associated with its activity, for the entire duration of the orders. The events and limits of coverage will be indicated on the insurance certificate and must be at least equivalent to the amounts of coverage customary in the customer's profession. Under no circumstances may the customer invoke the existence of insurance policies, insufficient coverage, deductibles or exclusions or more generally any difficulty that may be raised against him by the insurer in the event of a claim to obtain compensation for damages or a limitation of his liability.

ARTICLE 14 - CUSTOMER DATA

The customer accepts that INSTITUT SCIENTIS keeps his contact details in its database.

ARTICLE 15 – SETTLEMENT OF DISPUTES

Any legal action arising after any conflict related to an order placed by the customer and not resolved by conciliation will be instituted exclusively in the Paris court. Bills of exchange do not novate or degenerate from this attribution of jurisdiction. This clause applies even in the event of summary proceeding, incidental claim or multiple defendants, whatever the method and terms of payment.