

1- FOREWORD

SEML AGRIVALYS 71 – is a departmental laboratory of analysis - performing analyses in the field of animal and plant health.

It is accredited according to the NF EN ISO/IEC 17025 standard by the French Accreditation Committee (COFRAC) under the accreditation number 1-6486 and is licensed by the Ministry of Agriculture for official animal and plant health controls.

a. Definitions

Client: any individual or legal entity who concludes a contract for the provision of analyses with the laboratory.

Prescriber: any individual or legal entity who prescribes, on behalf of a third party, a service of analyses to the laboratory.

Collector: any individual who carries out a sampling as part of an analysis.

Payer: any individual or legal entity that takes charge of the payment of services provided.

b. General information

This document constitutes the general terms and conditions of sale for all services provided by SEML AGRIVALYS 71 to its clients.

All operations between the parties undertaken hereafter shall be governed by the present terms and conditions unless special conditions are agreed upon with the clients.

The present general conditions are sent to the client upon request and are systematically attached to the commercial offer sent to the client or payer to allow the placement of the order.

2- SCOPE OF APPLICATION

The present general terms and conditions apply to all offers or submissions of services in the field of analysis of biological samples or environmental products.

The fact of placing an order implies from the client an acceptance without reserve of the general terms and conditions of sale.

However, the conditions can be completed or specified by a contractual document co-signed by the laboratory and the client (quotation, request review, contract...).

SEML AGRIVALYS 71 reserves the right to refuse to carry out a service in the event of a request that falls outside its technical or geographical scope or exceeds its analytical capacities.

3- ANALYTICAL SERVICES

a. Orders

All requests for services must be ordered by the client. This order can be expressed in different forms:

- Receipt of an analysis request signed by the client accompanying the samples to be analyzed. Laboratory request forms are available to facilitate the order, but the laboratory accepts any support with the necessary and explicit information.

If, upon receipt of the analysis request and the sample, a discrepancy is noted between the quality of the sample or its compliance with the analytical conditions in force,

AGRIVALYS 71 shall contact the client and decide jointly the measures to be taken. Any change will be stated in the request form. AGRIVALYS 71 reserves the right to refuse the request.

- Receipt of a review of requests (i.e. contract, agreement), a quotation or a contract co-signed by AGRIVALYS 71 and the client.

Any accepted order has contractual value and means acceptance by the client of the current version of the general terms and conditions of sale.

All orders are deemed to be final upon acceptance.

Any modification or cancellation of the order in progress cannot be taken into consideration.

All services undertaken in accordance with the order shall be invoiced.

Each order mentions at least the following information:

- The corporate name, the surname, first name and address of the client, as well of the recipient of the invoices (if different from the client) and of the recipient of the analysis reports (if different from the client).
- The place of sampling or its identity (herd number, INUAV number, ...) identification of the samples, the animal or plant species.
- The precise list of analyses to be performed on each sample.

b. Sample collection and delivery

Samples for analysis are taken by the client or the sampler under their full responsibility, in particular the identification of the sample and the medical information associated with the sample. AGRIVALYS 71 shall not be held responsible in the event of erroneous information and reserves the right to refuse to analyze or to express reservations regarding the results of any sample whose collection or transportation conditions are not compatible with the analyses to be performed.

AGRIVALYS 71 shall make available to the client, on its website or upon request, the sampling protocols recommended for the proper performance of analyses and the transport of the sample (i.e., packaging, transport and storage temperatures, delivery times, etc.).

The client is also responsible for the shipping, except in the case of collection ensured by AGRIVALYS 71. The client must respect the regulations concerning shipments by the Post Office or by carrier (ADR regulations)¹.

Upon request, the laboratory can provide the necessary sampling material, which may be invoiced.

c. Delivery - Reception

Samples taken for analysis must be sent to SEML AGRIVALYS 71 – Espace Duhesme – 18 rue de Flacé – CS 32209 – 71009 MACON cedex.

The client or the commissioned carrier is responsible for any damage that may be caused to the samples. The laboratory shall in no case be responsible for the deterioration of samples or their loss during transport, except in the case where this is included in the service.

The samples submitted to AGRIVALYS 71 are deemed to have no commercial value. In case of loss or destruction of the samples, whatever the cause, the client cannot claim damages.

The samples are received at the laboratory during the opening hours, Monday to Friday from 8:30am to 12pm and from 1:30pm to 5pm (4:30pm on Friday).

AGRIVALYS 71 organizes rounds for the collection of prophylaxis samples. The dates of the rounds are set each year and are the subject of an optimized collection schedule sent to the official veterinary practices. This service is provided free of charge.

Outside of the prophylaxis campaign, the laboratory offers collection from voluntary veterinary practices. These visits, established according to an optimized calendar, are invoiced to the client.

d. Performing the analyses

The analysis service includes the performance of the analyses and the transmission of the analytical results.

Analyses are performed according to regulatory and standardized methods to meet the client's needs. If the client does not specify the method of analysis to be used, the laboratory reserves the right to select the most suitable method. In all cases, the client shall be informed of the method used.

For PCR analyses with different possible extraction methods, the actual method used can be communicated to the client on request.

e. Accreditation

AGRIVALYS 71 is accredited by the COFRAC according to the NF EN ISO/IEC 17025 standard – laboratory section under the n°1-6486. The complete scope is available on the COFRAC website www.cofrac.fr/en.

Analyses under accreditation are identified by the symbol © in the catalog of services.

Unless otherwise agreed, AGRIVALYS 71 does not authorize its clients to refer to its accreditation.

f. Deadlines

The delay of the result is the delay between the reception of the sample and the sending of the test reports. In most cases, the delay of results will not exceed 15 days depending on the concerned method. However, the laboratory can postpone the analyses, while guaranteeing the conservation of the samples by an appropriate means up to 3 weeks.

The deadlines for the performance of analyses and delivery of results are given as estimates only, depending on the organization of the laboratory's work and its workload. Exceeding these deadlines may not give the client the possibility to claim damages, deductions or cancellation of the order in progress.

However, the laboratory undertakes to respect a response time that considers the technical requirements of the requested analysis and the organizational requirements of the service. Should the response time prove to be abnormally high, AGRIVALYS 71 shall inform the client.

g. Results

For each analytical service performed, AGRIVALYS 71 provides the client with a report at the end of the analysis, in which the results obtained are communicated, as well as the information related to the medical history data and the method used.

The COFRAC logo appears on the analysis reports for all sample analyses performed in compliance with the requirements of standard NF EN ISO/CEI 17025 and the technical standards for which AGRIVALYS 71 is accredited.

The parties expressly agree on the validity of the scanned signature next to the signatory's name on the test reports as proof of validation of the document by AGRIVALYS 71.

The reproduction of a report is authorized only in the integral form. In the event of a litigation, only the copy kept by AGRIVALYS 71 is deemed authentic.

Any improper use of or reference to the results issued by AGRIVALYS 71 and/or its accreditation may be prosecuted, as well as any attempt to fraudulently reproduce elements or the model issued by the laboratory.

As AGRIVALYS is not responsible for the sampling, the results only concern the samples submitted for analysis.

In the event of partial results, only the validated and final test reports are valid.

Test reports are sent by e-mail in pdf format unless otherwise agreed by the client. At the request of the client or the administration, the results can be transferred in the form of electronic data. No results will be forwarded to a non-designated person.

In case of subcontracting or co-contracting, the client may receive the results directly from the subcontractor or co-contractor.

An extranet site for consulting results is also available to clients. To access this restricted space, the laboratory assigns an access code specific to each client to ensure confidentiality.

In addition, in accordance with the regulations in force, AGRIVALYS 71 shall declare any regulated disease and any notifiable disease to the veterinary officer and/or to the competent administration.

Test reports are kept by AGRIVALYS 71 in electronic format according to the regulations in force:

- Animal health: 5 years
- Plant health: 10 years

If an analysis report is amended, all versions shall be retained by the laboratory

The analysis reports, within the framework of the prophylaxis, do not include all the animals submitted to the analysis but only those with positive results.

h. Subcontracting and co-contracting

AGRIVALYS 71 may need to subcontract all or part of its analyses on a regular or *ad hoc* basis due to unforeseen circumstances. For accredited analyses, subcontracting is carried out by a laboratory that is itself accredited for these analyses. AGRIVALYS 71 shall immediately inform the client of the arrangements made.

When the parameter is not included in the catalog of services, AGRIVALYS 71 sets up a co-contract with a competent and accredited laboratory if possible.

i. Conservation of samples

Unless agreed otherwise, samples submitted to AGRIVALYS 71 for analysis are not returned. AGRIVALYS 71 keeps the client's samples for a variable period of time, depending on their nature, the requirements of its quality system or the regulations but in all cases, samples are destroyed according to the procedures determined after issuance of the analysis reports.

j. Force majeure

In the event of force majeure, AGRIVALYS 71 may suspend the performance of all or part of the analytical service as of right. Any unforeseeable event that prevents the normal execution of the analytical service, such as strikes or social conflicts outside the laboratory, bad weather, fire, interruption of telecommunications, paralysis of means of transportation, major damage to the building or laboratory equipment, an act or omission by the client that prevents the laboratory from executing its service, legal or regulatory provisions that lead to major upheavals affecting the laboratory's activities, shall be considered force majeure.

4- INVOICING

a. Determination of the price

The prices are established in euros and without taxes. They are increased by the VAT in force.

The rates applied are subject to an annual vote by the Board of Directors of SEML AGRIVALYS 71. These rates can be consulted at the laboratory and are available on request.

Unless specifically agreed otherwise by written agreement between the parties, price updates shall automatically apply to all orders in progress.

The prices indicated in the quotations are established on the basis of the data provided by the client and for the normal conditions of execution of the service. Any modification in the object or the extent of the service or in the conditions of execution will be the object of an additional quotation and invoicing.

The services are invoiced on the basis of the price list in force on the day the samples are received. Unless otherwise specified, invoicing is made in the name of the person, corporate name or company identified as the client in the order.

b. Terms of payment

Invoices are payable upon receipt. The client has 30 days from the invoice day to pay the bill. Payment can be made by check, bank transfer to the order of SEML AGRIVALYS 71, or direct bank debit.

No discount will be granted for early payment. The client is prohibited from using a claim against SEML AGRIVALYS 71 to delay payment of an invoice in whole or in part. Likewise, the client is prohibited from making any kind of compensation.

An extranet site for consulting invoices is available to customers. To access this reserved area, the laboratory assigns an access code specific to each client, guaranteeing confidentiality.

c. Procedure in case of default of payment

On the due date, any delay in payment shall result in the immediate payability of all outstanding amounts. The laboratory reserves the right to apply penalties for late payment. In the event of a payment incident, the laboratory may apply a fixed sum of 40 € excluding VAT. This sum is definitively acquired by the laboratory and can in no case be deducted from the amount of the invoices not paid on the due date.

An unpaid invoice, even partial, will result in the immediate payability of the entire outstanding debt. In the event of a dispute, the costs of collection, including bailiff's fees, lawyers' fees and all related costs, shall be charged to the client. Any delay in payment, even partial, authorizes the laboratory to suspend the execution of its current or future services until the debt is settled and, if necessary, to terminate the contract for fault of the client.

5- CONFIDENTIALITY AND IMPARTIALITY

a. Confidentiality

The information provided by the client and all documents of any kind, resulting from their processing by AGRIVALYS 71, remain the property of the client. All documents and data collected via all software, e-mails, and communication forms are strictly covered by professional secrecy (article 226-13 of the French Penal Code). The parties are held, as well as all their personnel, to the obligation of discretion and the obligation of confidentiality during all the execution of the quotation, contract or convention, and after its expiration.

The laboratory may be required to disclose confidential information of the client in consultation only, such as analysis reports and invoices in the case of internal audits or evaluation by the COFRAC or during interventions on our data by our service providers (IT and accounting). It may also be obliged to do so at the request of regulatory authorities, by judicial or administrative decision, within the framework of regulations or for transmission to scientific databases, etc.

b. Impartiality

AGRIVALYS 71 is committed to providing impartial services in accordance with the requirements of the NF EN ISO/IEC 17025 standard. All laboratory personnel are committed to respecting the requirements of independence and impartiality for all services performed. The laboratory staff may not be subjected to any pressure from the client, within the framework of the analytical activities.

c. Agreement on evidence

The laboratory guarantees the confidentiality of the issued report and the authentication of the signature of said reports. Upon signing the contract or agreement, the client agrees to accept the scanned signatures on the test reports as evidence.

6- PROTECTION OF PERSONAL DATA

In conformity with the Law n°78-17 of January 6, 1978 modified related to data processing, the files and freedoms, as well as the European General Data Protection Regulation (RGPD) AGRIVALYS 71 makes a commitment to take all useful precautions to preserve the security of the information and in particular, to prevent it from being deformed, damaged or communicated to unauthorized people.

AGRIVALYS 71 is committed to respecting, without exception, the following obligations and to ensuring that their staff and subcontractors comply with them:

- Not to take any copy of the documents and data carriers entrusted, except those necessary for the execution of its service;
- Not to use the processed documents and information for purposes other than those specified in the contract;
- Take all measures to avoid any misuse or fraudulent use of computer files during the execution of the contract;
- Take all measures, including physical security, to ensure the preservation of documents and information processed throughout the duration of the contract;
- Maintain the confidentiality of information obtained or generated in the course of laboratory activities, in particular test results, except as required by law;
- When required by law to disclose confidential information, the laboratory shall notify the client of the information provided, except when prohibited by law.

AGRIVALYS 71 is committed to keep confidential the techniques, methods/processes, operations and internal organization of client companies.

The client agrees not to divulge or use, without the express consent of AGRIVALYS 71 and in any form whatsoever, any confidential information that AGRIVALYS 71 may be required to communicate to it in the course of conversations and exchanges of technical documents, both before and during the execution of the contract, and this for an infinite period of time. The client is obliged to ensure that any employee or service provider who may intervene on its behalf in the course of these discussions and exchanges respects this commitment to non-disclosure and confidentiality. Similarly, the quotations, contracts and agreements communicated by AGRIVALYS 71 remain its intellectual property and may not be transmitted to a third party.

7- ARTICLE 5 – WARRANTY AND LIABILITY

The results obtained concern only the object submitted for analysis. When the sample is sent by the client, the results are issued with all the reservations required by the absence of control by AGRIVALYS 71 of the conditions of sampling, storage and transport of the object submitted to analysis. Whatever the purpose of the service, the obligations of AGRIVALYS 71 are of means. AGRIVALYS 71 will only assume responsibility in the event of proven fault on its part by the client. Also, in the absence of such proof, AGRIVALYS 71 declines all responsibility for the direct or indirect causes of advice, studies, analyses, measurements, controls and more generally for all services provided to its clients. In the event of a proven and indisputable fault on the part of AGRIVALYS 71, the latter shall only be responsible for direct and foreseeable damages suffered by the client alone, to the exclusion of any other damages suffered by the client or third parties.

AGRIVALYS 71 is covered for acts within its competence, which are determined by law.

8- COMPLAINTS – SETTLEMENT OF DISPUTES

a. Complaints

Any client may submit a complaint to AGRIVALYS 71 by telephone, e-mail, mail, fax or on the website. The complaint must mention as a minimum the subject of the complaint and the reference of the dossier concerned.

The process for handling complaints is available on request from the laboratory.

b. Settlement of disputes

The parties will seek, before any litigation, an amicable agreement.

The applicable law will be the French law.

Any dispute arising from the interpretation of these general terms and conditions of sale and more generally concerning the relationship between the parties, is subject to the competent court.

¹ ADR = Agreement concerning the carriage of Dangerous Goods by Road