

GENERAL TERMS AND CONDITIONS OF SALE - CONSUMABLES (Version 09/2024)

ARTICLE 1 DEFINITION

Customer: designates any natural or legal person who, acting exclusively within the framework of his or her professional activity, places an order for a Product with ZYMOPTIQ.

Party(ies): refers to the Customer and/or ZYMOPTIQ.

Product: refers to the lab consumables ordered by the Customer and any other new consumables to come, whether or not bearing a brand owned by ZYMOPTIQ. The description and characteristics of consumables are presented on the <https://zymoptiq.com/> website.

ARTICLE 2 SCOPE OF APPLICATION

The Customer acknowledges that these General Terms and Conditions of Sale (hereinafter the "GTC") constitute the sole basis for commercial negotiation and irrevocably accepts them from the first order. ZYMOPTIQ shall not be bound by any other general terms and conditions, clauses or conditions modifying these General Terms and Conditions.

The customer acknowledges that he/she has been fully informed that acceptance of the GTC does not require a handwritten signature of this document, nor formal acceptance, but results from the mere placing of an order.

ZYMOPTIQ reserves the right to modify its GTC at any time. Any modification will be communicated to the Customer at the time of order confirmation or by any other written means. The latest version of the General Terms and Conditions cancels and replaces all other conditions issued previously, with effect from the date of updating.

ARTICLE 3 PRODUCTS

It is the Customer's responsibility to formulate all useful requests for information before placing an order and to ensure that the Products ordered are suitable for the use for which they are intended, ZYMOPTIQ assuming no responsibility in this respect.

ZYMOPTIQ reserves the right to cease marketing any Product and/or to modify the characteristics of its Products at any time, without prior notice and without this modification giving rise to the right to payment of any damages whatsoever.

Statements, offers, descriptions made by ZYMOPTIQ, published on a website or in catalogs, lists, prospectuses or other advertising media, are communicated for information purposes only, and do not constitute commitments with contractual value.

Aesthetic or technical differences may exist between the Products and those presented in the price offer or order confirmation. These differences, insofar as they do not concern the essential characteristics of the Products and do not affect their quality, shall not justify cancellation of the order or refusal of delivery or payment by the Customer.

The Products comply with French and European regulations in force on the date of the order. ZYMOPTIQ will provide all technical documentation, quality management systems and other documents required to assess the conformity of the Products. Prior to the importation of the Products by the Customer, the Customer shall ensure the regulatory compliance of the Products and documentation with applicable national requirements in order to avoid harmful consequences, the latter not being the responsibility of ZYMOPTIQ. If the Product or documentation needs to be brought into compliance, ZYMOPTIQ will provide the necessary assistance and will be the only party authorized to intervene, at the Customer's expense, to bring the Product into compliance.

ARTICLE 4 - PRICES

Product prices are communicated by ZYMOPTIQ to the Customer and are based on the CCI 2020 Incoterms defined in the quotation and order. If no Incoterm is stipulated in the quotation or order, prices are expressed on the basis of Incoterms 2020 @ EXW agreed place.

The prices of the Products are established in consideration of the economic conditions existing at the time the quotation is issued by ZYMOPTIQ. ZYMOPTIQ may modify Product prices up to the time of order confirmation to take account of variations affecting the economic conditions of its initial quotation.

The prices of the Products are defined exclusive of tax and increased by the applicable taxes, in particular, if necessary, the VAT in force on the day of invoicing. Any change in the applicable tax rate will automatically be reflected in the prices indicated.

Any tax, charge, customs duty or other sum to be paid (bank charges, exchange, transfer) in addition to the price, according to French laws or those of the importing country or of a country through which the Products transit, will be borne by the Customer.

For sales to professionals within the EU, products are invoiced exclusive of tax, subject to the transmission of the Customer's intra-Community VAT number.

ARTICLE 5 - ORDERS

The order is materialized by the signature of the quotation issued by ZYMOPTIQ or by the purchase order issued by the Customer and validated by return e-mail by ZYMOPTIQ. In the event that the Customer signs the quotation and at the same time issues a purchase order, the terms of the quotation will prevail in the event of contradiction or necessary interpretation.

An order accepted by ZYMOPTIQ cannot be cancelled by the Customer. In the event of a cancellation request, the full amount of the order will be due by the Customer.

ZYMOPTIQ reserves the right to refuse, cancel or suspend an order and to express reservations in the following cases:

When the Customer has already encountered payment problems (non-payment or late payment) for one (or more) previous order(s), or in the event of an investigation revealing insufficient solvency on the part of the Customer.

When the Customer is domiciled in a country or territory in which ZYMOPTIQ has previously granted exclusive sales rights to another professional, or in which ZYMOPTIQ is not authorized to distribute the Product.

In the event of failure on the part of the Customer to fulfill an obligation contained in these GTC or in the context of the existing commercial relationship.

ARTICLE 6 - TERMS OF PAYMENT AND LATE PAYMENT

Unless otherwise stipulated, invoices are payable in Euros, by bank transfer, or by any other legal means of payment approved by ZYMOPTIQ, within 30 days of the invoice date. All bank charges, collections or commissions are at the Customer's expense.

ZYMOPTIQ reserves the right to request a deposit payable upon order confirmation, or cash payment upon order confirmation.

No discount will be granted for early payment.

At ZYMOPTIQ's sole discretion, any late payment on the due date may, without formal notice, result in the invoicing of a flat-rate penalty of €40 (forty), plus interest at the rate of 3 times the legal rate per day of delay.

ZYMOPTIQ may, if it deems appropriate, and without prior notice, take any legal action, suspend deliveries relating to orders in progress, or cancel confirmed orders to be executed, and this without prejudice to any other legal remedy ZYMOPTIQ may unilaterally, after sending a formal notice, draw up or have drawn up an inventory of its Products in the possession of the Customer, who hereby undertakes to allow free access to its premises for this purpose, ensuring that identification of ZYMOPTIQ's Products is always possible.

In the event of order cancellation, any advance payments made by the Customer shall be retained by ZYMOPTIQ, without prejudice to any other damages that may be claimed.

ARTICLE 7 - DELIVERY

The terms of delivery of the Products, and in particular the Incoterm chosen by the parties, are defined in the order. In the absence of definition of the Incoterm in the order, delivery will follow the rules of Incoterm 2020 @ DAP agreed place.

Delivery rates are indicative and are subject to change at any time prior to order confirmation by ZYMOPTIQ, at its sole discretion.

Given the hazards of transport linked to the origin of the Products (delays, transhipment, etc...), or the hazards impacting the manufacturing lead times of the Products, the delivery lead times communicated by ZYMOPTIQ cannot be firm and their non-respect cannot in any case lead to the cancellation of the order, nor the application of penalties and/or interest for late delivery, nor the payment of any indemnity whatsoever to ZYMOPTIQ.

It is the recipient Customer's responsibility to make any reservations in the presence of the driver on the duly dated and signed delivery slip, with confirmation to the carrier within three (3) days, not including public holidays, of delivery, and to send a copy together with the relevant delivery slip by registered letter with acknowledgement of receipt to ZYMOPTIQ's head office within five (5) days of receipt of the Products, failing which the claim against ZYMOPTIQ will be barred.

ARTICLE 8 - CUSTOMS CLEARANCE AND DOCUMENTS

In the event that customs operations must be carried out as part of the sales transaction, each party assumes responsibility for the customs formalities arising, in particular, from the Incoterm chosen for the sale.

Compliance of customs documents: The party responsible for export or import formalities undertakes to provide, on request, all necessary customs documents, in accordance with the requirements of the customs and tax authorities. These documents include customs declarations, certificates of origin, invoices and packing lists.

Compensation: The Customer shall indemnify ZYMOPTIQ for any loss, penalty or cost related to non-compliance with customs or regulatory obligations.

Cooperation clause in the event of a customs inspection: The parties undertake to cooperate fully in the event of a customs inspection, in particular by promptly providing all required documents and immediately notifying each other of any request by the authorities.

Import taxes and liability: The customer is solely responsible for customs clearance at destination, including payment of taxes, duties and other formalities.

ARTICLE 9 - INTELLECTUAL PROPERTY - CONFIDENTIALITY

The Customer has no right to use the trademarks, logos, visuals or any other intellectual property rights appearing on the Products.

All drawings, models, mock-ups, photographs, typographical compositions, and more generally all documents or information concerning a Product or entering into its design remain the exclusive property of ZYMOPTIQ and may not be reproduced, copied or communicated to third parties without the latter's prior agreement.

The Customer undertakes not to divulge any commercial information or technical documents belonging to ZYMOPTIQ, nor know-how, formulas or business secrets, whether it becomes aware of them during the course of the contract, inadvertently or from other sources. Failing this, ZYMOPTIQ shall be entitled to damages for all losses incurred. It is expressly agreed that the term "Business Secret" means any information, including but not limited to formulas, practices, processes, designs, plans, models, specifications, programs, techniques, improvements, inventions (whether patentable or not), data, customer lists, projects, financial reports, strategies and other information not publicly disclosed, which has commercial value because it is secret.

ARTICLE 10 - RETENTION OF TITLE

The transfer of ownership of the Products is subject to full payment of the price, including taxes and charges, by the Customer to ZYMOPTIQ. Notwithstanding the reservation of title clause, the Customer shall bear all risks which the Products may incur or cause as soon as they are delivered.

In the event of non-payment by the Customer on the due date, ZYMOPTIQ may, without losing any of its other rights, demand the return of the Products at the Customer's expense and risk.

ARTICLE 11 - WARRANTY

ZYMOPTIQ expressly excludes all warranties, whether express or implied, relating to the suitability of the products for a specific purpose, their merchantability, and the absence of latent defects, unless otherwise expressly provided in the contract.

ARTICLE 12 - PERSONAL DATA

As part of the performance of this contract, the parties may be required to process personal data (as defined by Regulation (EU) 2016/679 of April 27, 2016, known as the "GDPR"). Each party undertakes to comply with applicable legislation on the protection of personal data and to take all necessary measures to guarantee the security and confidentiality of personal data processed. The data collected under this contract is used solely for the management of the commercial relationship. This data will be kept for the duration of the contract and as long as necessary to comply with legal or regulatory obligations.

The persons concerned by the processing have the right to access, rectify, limit, oppose and delete their personal data, which they may exercise by contacting: contact@zymoptiq.com.

ARTICLE 13 - FORCE MAJEURE

In the event of force majeure, the parties cannot be held responsible for non-performance or delayed performance of at least one of their respective obligations. Events beyond the control of the parties (events which they could not be required to foresee, avoid or overcome, in particular: fire, flood, war, riots, epidemics and pandemics, roadblocks, production stoppages due to fortuitous breakdowns, the impossibility of being supplied with raw materials, total or partial strikes (notably energy suppliers, transporters...), governmental decisions, restrictions on market access, embargoes, severe bad weather, etc... In such circumstances, the party acknowledging the situation of force majeure must notify the other party by e-mail, within 24 (twenty-four) hours of the occurrence of the events, of the impossibility of performing its obligations. As a result, the respective obligations are suspended for a period of 30 (thirty) days, without this leading to the payment of damages. Should the event last for more than 30 (thirty) days from the date of its occurrence, the sales contract may be terminated by the most diligent party. This termination will take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said sales contract.

ARTICLE 14 - APPLICABLE LAW - DISPUTES

These GTC are governed by French law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GTC.

In the event of any dispute arising in connection with the performance hereof concerning the validity, performance or interpretation of the contract, the Parties agree to meet within 15 (fifteen) days of the dispute arising to attempt to reach an amicable settlement.

In the event of failure to reach an amicable settlement, any dispute relating to the application of these General Terms and Conditions of Sale and/or arising from any sale concluded between ZYMOPTIQ and the Customer shall be submitted to the competent courts of the place of ZYMOPTIQ's registered office, even in the event of multiple defendants or warranty claims.

The General Sales Conditions are written in French and English. In the event of any contradiction or interpretation, the French version shall prevail.