

GENERAL TERMS OF SALES

Unless having otherwise agreed or specified special conditions subject to a written agreement, the terms of sale of Atlantic Bone Screen (ABS) are:

VALIDITY OF THE OFFER

Quoted prices are in Euros, excluding taxes, as well as shipping and handling charges. The offer is valid for 30 days. Any additional analyses or manipulation will require a new quote.

OBLIGATION TO USE ONE'S BEST ENDEAVORS

Studies processed by ABS under the contract with the Customer are subject to the obligation of means and not of results. ABS conducts experimental studies in research and development and, in this context, ABS has the obligation to implement the means corresponding to the current state-of-the-art without being committed to the result(s), independent of its responsibility to respect the contract between the two parties.

ABS determines alone the composition of its team and attests to engage qualified personnel bound by professional confidentiality in the mission.

Outsourcing all or part of the performance of the services is subject to the prior express written consent of the Customer. In the event of subcontracting, ABS remains personally liable for the perfect execution of the subcontracted services.

STUDY TIMELINE

The timeline proposed in the study plan is valid only if the order has been officially placed, that is to say after the study design and the quotation have been signed and received by ABS and only if the amount of product and/or samples necessary for the realization of the study has been received by ABS. This means that the delay to process the study indicated in the document corresponds to the workload at the publishing date of the offer and can be modified according to the schedule at the date of the official order.

TRANSFER TO ARCHIVES

If archiving application data and/or products is planned, additional costs will be assessed according to the conditions and storage time. In case the data and/or products related to the study are sent back to the Customer, the costs will be assessed according to the conditions of transport and will be subject to an independent billing.

PAYMENT TERMS AND CONDITIONS

The payment conditions are as follows:

- 40% at the signature date of the present quotation,
- 30% at the end of the experiments,
- 20% upon draft report delivery,
- 10% upon final report delivery.

Upon receipt of the first draft report, comments are required in one time and within one month for the completion of the final draft. Otherwise, the invoice will be sent to the Customer. The final report is prepared within one to two weeks from Customer confirmation.

Upon presentation of invoices by ABS to the Customer, the payment must be carried out by bank transfer within 30 days from the invoice date.

Any delay in payment with respect to the contractual dates will:

- May give rise to a late payment fees calculated by applying an interest rate equal to 1.5 times of the legal interest

established in France to the amounts due. The delivery of bill or check involving an obligation to pay does not constitute a payment, payment exclusively involves the actual receipt of the price by the due date.

- Prompts a lump sum compensation payment of the recovery costs, the administrative costs, and the internal costs of ABS when the payment of the invoice occurs after expiration of the payment period. The lump sum of 40 euros fixed by decree (No. 2012-1115) is rightfully due from the first day of late payment.

STUDY CANCELLATION

Any study canceled after placement of the order, that is to say, after the purchase order or the signed quotation has been received by ABS, will be subject to a billing corresponding to the actual costs incurred by ABS (time spent, progress made according to study timeline, raw materials procured, etc ...) and for costs due to the immobilization of premises linked to the proposed study plan. In any event, this amount can not be less than 40% of the accepted quotation.

The execution of studies entrusted to ABS are guaranteed at the time of acceptance of the estimate, subject to the information provided by his Customer and the scientific predictions from the study.

Therefore, if any new element should become pertinent, notably the inability to reproduce an announced experimentation or the existence of a protocol described in any publication or patent unknown at the time of quote preparation that disputes the timeline and/or costs of contract execution, ABS has the express right to renegotiate the terms of the original contract, or to otherwise suspend performance upon customer agreement.

In the event that the service is interrupted for any reason, ABS will ask for payment on a prorata basis of the work performed. If the amount of the invoices made exceeds the amount of the services provided, the difference will be the object of a credit.

ABS is not liable for the illicit or illegal use of the products or services rendered, in particular any commercialization likely to violate rights previously acquired by a third party. ABS ensures the execution of the study in the context of a contractual demand.

OWNERSHIP CLAUSE

The services sold as described in the price quotation will remain the property of ABS until full payment has been made.

The Customer does not acquire any intellectual or industrial property rights, regardless of the content of the purchase and the nature of the products, trademarks, or logos used by and/or promoted by ABS.

"FORCE MAJEURE" CLAUSE

Each party will be exempted from any responsibility regarding any delays or performance failure of contractual obligations pertaining to the "force majeure" clause from article 1148 of the French Civil Code, meaning any direct or indirect causes beyond its reasonable control.

LAW

These Terms and Conditions will be governed and interpreted in accordance with French law.

Any disputes arising from the interpretation or execution of the present quotation, or any subsequent agreement, will be subject to the exclusive jurisdiction of the competent courts of Nantes.