

## 1. GENERAL

- 1.1. The Buyer means the person, firm, company or other organisation who or which has ordered *DNA TOOLS Educational kits* from the *Ecole de l'ADN*;  
The *Ecole de l'ADN* means the manufacturer and the seller referred to in the Contract;  
The Contract means any contract for the sale and purchase of *DNA TOOLS Educational kits* between the *Ecole de l'ADN* and the Buyer being any quotation of the *Ecole de l'ADN* which is accepted by the Buyer or any order of the Buyer's which is accepted by the *Ecole de l'ADN* whichever first occurs.
- 1.2. These Conditions shall be incorporated into each Contract and shall govern each Contract to the exclusion of any conditions of the Buyer. These Conditions may not be varied or waived except with the express written agreement of the *Ecole de l'ADN*. The failure of the *Ecole de l'ADN* to enforce its rights under the Contract at any time for any period of time shall not be construed as a waiver of any such rights.

## 2. PRICES AND QUOTATIONS

- 2.1. The price of the *DNA TOOLS Educational kits* will be the *Ecole de l'ADN*'s quoted price inclusive of any duties but exclusive of value added or other taxes. All quotations issued by the *Ecole de l'ADN* for the supply of *kits* shall remain open for acceptance for the period stated in the quotation or, if none is stated, for ninety (90) days. In all other cases, prices payable are those currently in effect.
- 2.2. The *Ecole de l'ADN* shall not modify prices at any time before delivery to the Buyer unless to reflect any changes to its costs resulting from any alteration in or addition to the Buyer's requirements.

## 3. PAYMENT

- 3.1. Unless otherwise agreed in writing payment (*in €*) in full shall be made to the *Ecole de l'ADN* in the currency invoiced no later than thirty (30) days from the date of invoice:
  - Transfer: IBAN FR76 1570 7000 3409 4627 1401 012, with invoice's number; transfer costs shall be paid by the Buyer;
  - Cheque: to be sent to *Ecole de l'ADN* – BP 81295 – F-30015 Nîmes cedex 1, with invoice's number
- 3.2. In the event of late payment the *Ecole de l'ADN* reserves the right:
  - to suspend deliveries and/or cancel any of its outstanding obligations; and
  - to charge interest at an annual rate equal to 12% on all unpaid amounts calculated on a day to day basis until the actual date of payment.

## 4. CHANGES

- 4.1. The *Ecole de l'ADN* reserves the right to make any change on prior notice in the specification of the *kits* which does not materially affect the installation, performance or price thereof. The Buyer shall confirm or cancel any order promptly on receipt of such notice.
- 4.2. *Kits* may only be returned at *Ecole de l'ADN*'s option, and with prior authorization. A restocking charge will be applied to shipments returned for exchange or credit.

## 5. DELIVERY

- 5.1. The *kits* will be sent within four (4) weeks after confirmation of purchase.
- 5.2. The *Ecole de l'ADN* will send the *kits* by international Colissimo (or equivalent), unless otherwise agreed.
- 5.3. The *Ecole de l'ADN* is not responsible for loss, damage when they occur after shipment. Damaged *kits* may only be returned with prior authorization.
- 5.4. If the Buyer fails to accept delivery of the *kits* within a reasonable period after receiving notice from the *Ecole de l'ADN* that they are ready for delivery, the *Ecole de l'ADN* may dispose of or store the *kits* at the Buyer's expense.
- 5.5. The *Ecole de l'ADN* will use all reasonable endeavours to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will the *Ecole de l'ADN* be liable for any direct, indirect, consequential or economic loss due to delay in delivery.
- 5.6. The Buyer shall notify the *Ecole de l'ADN* within three (3) working days in writing of any short delivery or defects reasonably discoverable on careful examination. The *Ecole de l'ADN*'s sole obligation shall be, at its option, to replace any defective *kits* or refund the purchase price of any undelivered *kits*.
- 5.7. Where delivery of any *kit* requires an export license or other authorization before shipment, the *Ecole de l'ADN* shall not be responsible for any delay in delivery due to delay in, or refusal of, such licence or authorization.

## 6. RISK AND TITLE

- 6.1. The Buyer shall bear the risk of loss to the *kits* after delivery to the carrier.
- 6.2. Full legal and equitable title and interest in the *kits* shall remain reserved to *Ecole de l'ADN* until they have been paid in full. By signing the purchase order, the Buyer agrees with the title clause.

## 7. WARRANTY

- 7.1. The *Ecole de l'ADN* warrants that its *kits* meet the *Ecole de l'ADN*'s specifications at the time of shipment.
- 7.2. The *Ecole de l'ADN* hereby expressly disclaims, and buyer hereby expressly waives, any warranty regarding results obtained through the use of the *kits*, including without limitation any claim of inaccurate, invalid, or incomplete results.

## 8. LIMIT OF LIABILITY

- 8.1. *DNA TOOLS Educational kits* are dedicated to a pedagogic use; they comply with French regulations of health and safety when they are shipped. *Kits* shall be used according the protocole shipped with. The *Ecole de l'ADN* shall not be responsible for misuse of any *kits*.
- 8.2. Designs, drawings, photographs, texts printed in the catalogue or shown on the *Ecole de l'ADN's* Internet website are non binding documents.
- 8.3. In consequence of 8.2, *Ecole de l'ADN* shall have no liability under mistake or omission in one of these designs, drawings, photographs, texts.

## 9. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the *DNA TOOLS Educational kits* (brand, drawings, logo printed or on the *Ecole de l'ADN's* website) shall at all times remain vested in the *Ecole de l'ADN*. Any rights not expressly granted herein are reserved.

## 10. HEALTH, SAFETY AND WASTE

The Buyer shall ensure that:

- o the *kits* are handled in a safe manner;
- o any waste originating from the *kits* is disposed of in accordance with any relevant regulations.

## 11. INSOLVENCY

In the event that the Buyer becomes bankrupt or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), the *Ecole de l'ADN* shall be entitled immediately to terminate the Contract without notice and without prejudice to any other rights of the *Ecole de l'ADN* hereunder.

## 12. GOVERNING LAW

This contract shall be governed by the French laws. Any controversies or claims arising from or relating to this Agreement shall be adjudicated exclusively by Nimes' Commercial court (Tribunal de commerce de Nîmes, France).

End.