

	Terms of Sales FNPSMS laboratory	24/02/2023
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OBJECT

These general terms and conditions apply to the services provided by the FNPSMS Laboratory, an association under the 1901 law whose registered office is located at 21 chemin de PAU – 64121 MONTARDON, represented by Mrs. Valérie BROCHET, *Director*.

They regulate the steps necessary for the transfer of the provision of services and ensure the follow-up of this provision between the Parties.

These General Terms and Conditions of Sale determine the conditions applicable to the services provided by the FNPSMS Laboratory for the benefit of Professional Clients, concerning the provision of services, analyses, training, audits, circuits, hereinafter referred to as “The Services”.

SCOPE

These General Conditions of Sale constitute, in accordance with Article [L 441-1 of the Commercial Code](#), the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which the FNPSMS Laboratory (“The Service Provider” or “the Laboratory”) provides professional Clients (“Clients or the Client”) with services for the benefit of Clients.

They apply, without restriction or reservation, to all Services provided by the Laboratory to Customers of the same category, regardless of the clauses that may appear in the Customer's documents, and in particular its general conditions of purchase.

In accordance with the regulations in force, these General Conditions of Sale are systematically communicated to any Customer who requests them, to enable him to place an order with the Service Provider. They are also communicated to any Customer prior to the conclusion of a single agreement referred to in Articles [L 441-3 and following of the Commercial Code](#), within the legal deadlines.

Before any commercial transaction, the Customer must imperatively read the General Conditions of Sale of the FNPSMS Laboratory, which govern the contractual obligations of each party, the Customer on the one hand and the FNPSMS Laboratory on the other.

Any customer of the FNPSMS Laboratory acknowledges having read the General Conditions of Sale before signing an estimate with the mention “*Good for agreement*”, and having the capacity to contract with the FNPSMS Laboratory.

Any signature of an estimate by the Service Provider implies acceptance of these General Terms and Conditions of Sale. Any national of the European Community and of countries complying with Directive 95/46/EC cannot assert his lack of linguistic knowledge as a cancellation clause for the contract.

The FNPSMS Laboratory can present all of its documents for electronic signature and constitutes acceptance by the Client.

These General Conditions of Sale specify in particular all the services offered by the FNPSMS Laboratory, the conditions of ordering, payment and performance of the services.

These General Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force and signed by the Customer on the date of placing the order.

Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Client.

In accordance with the Data Protection Act of January 6, 1978, reinforced and supplemented by the RGPD (general regulation on the protection of data) entered into force on May 25, 2018, the Customer has at any time, a right of access, rectification, opposition, deletion and portability of all of his personal data either by writing, by mail and justifying his identity, to:

**FNPSMS Laboratory
21 Path of PAU
64121 MONTARDON**

Either by email to the following address : eric.piraube@agpm.com

The validation of the order by the Customer implies acceptance without restriction or reservation of these General Conditions of Sale.

SERVICES

The Services provided by the FNPSMS Laboratory relate to the provision of services, analyses, training, circuits or audits.

The Services are determined in the estimate, contract and acknowledgment of receipt according to the Customer's requests.

PLACING OF THE ORDER

The Customer has two options for placing an order:

- 1- Either the Client asks the FNPSMS Laboratory to establish an estimate for a service, the Laboratory sends him by e-mail the proposed estimate and the General Conditions of Sale to be returned signed

Once the Client has returned the quote signed with the mention " *good for agreement* ", the Service Provider carries out the mission.

- 2- Either the Customer directly sends the samples accompanied by a slip specifying the identification of the sample, the Services to be performed, the address for sending the results and the invoice.

An acknowledgment of receipt of the samples indicating the analyzes requested is sent to the Customer by email.

If a product intended to be analyzed presents dangers, the Customer must inform the Laboratory beforehand before sending, and specify the nature of the dangers.

PRICE – INVOICING

The services are provided at the Service Provider's rates in effect on the day the order is placed, according to the estimate previously established by the Service Provider and accepted by the Customer, as indicated in the “Orders” article above.

The prices are expressed in Euros excluding VAT, a fixed charge for each sample is invoiced, this sum corresponds to the costs of file and preparation of the samples.

REGULATION

The total price of the service is payable within 30 days of the end of the month upon receipt of the invoice.

Payment is made by bank transfer.

Any amount not paid on its due date or any payment that does not comply with the amount invoiced will automatically and without prior notice give rise to the payment of a late payment penalty, calculated on the basis of the rate of twelve percent (12.00%) per month of delay as well as the payment of a fixed indemnity for recovery costs in the amount of forty euros (€40).

These penalties run from the day following the payment date shown on the invoice and until the day of actual payment, without prejudice to any other due, damages and interest in compensation for the prejudice actually suffered in the event of delay.

Late payment will result in the immediate payment of all sums owed to the Service Provider by the Client, without prejudice to any other action that the Service Provider would be entitled to bring, in this regard, against the Client.

In the event of non-compliance with the payment conditions set out above, the Service Provider also reserves the right to cancel the supply of the services ordered by the Customer, to suspend the performance of its obligations and to cancel any discounts granted to him.

The Customer will not be authorized to withhold or defer payment of any sum due to the FNPSMS Laboratory, even in the event of a dispute or claim. Similarly, the FNPSMS Laboratory will not be required to carry out the services ordered by the Client if the latter does not pay the price in whole or in part, under the conditions and according to the procedures stipulated, without prejudice to his other rights and actions.

SHIPMENT OF SAMPLES

Samples travel at the Customer's risk.

The Service Provider may send samples at the Customer's request by Carrier/Chronopost, under no circumstances may the Service Provider be held responsible for the delivery, which is made at the Customer's risk and peril.

The Laboratory cannot be held responsible for the representativeness of the sample.

The samples are sent to the FNPSMS Laboratory - 21 chemin de Pau - 64121 Montardon.

Samples are received Monday through Friday (working days) from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 4:30 p.m.

Each sample will be identified by the Customer by a clearly legible number, identification code or wording as well as the analysis request.

For wet or frozen grain or silage samples, transport must not exceed 24 hours (Chronopost, etc.).

Each shipment will be accompanied by the name of the sender to whom the results will be returned, as well as the billing address. In the event that the sender has previously contracted a contract of proof defining the rules for the distribution of the results, the latter will govern the rules for the distribution of the results.

TYPE OF BENEFITS

In the absence of information from the Customer, the Laboratory will apply the method of analysis that it deems most appropriate without its liability being sought.

DELIVERY TIMES FOR SERVICES

The Laboratory has internal objectives which can be communicated for information purposes.

A delay in rendering the results cannot give rise to damages or penalties.

TRANSMISSION OF RESULTS

The analysis results are returned by mail as soon as the analysis is completed, except for Customers who have opted for the dematerialization of the results, having previously subscribed to the signing of the evidence contract.

PRIVACY

The Laboratory undertakes to treat all data, results and analysis reports of the Services entrusted by the Customers in a confidential manner and refrains from communicating them to any third party whatsoever and for any reason whatsoever.

The Laboratory also undertakes to treat confidentially all information, technical or commercial data communicated to it within the framework of the performance of the Services, and identified as confidential by the Client.

In the event that the laboratory is required by law, or authorized by contractual provisions, to disclose confidential information, the Client or the person concerned will be notified of the information provided, unless prohibited by law.

The laboratory undertakes to treat confidentially the information on the Client obtained from sources other than the Client himself.

STORAGE OF SAMPLES

The Laboratory keeps the samples for two months after the date of dispatch of the results except for wet products, unless otherwise agreed. This preservation is carried out in a cold room at a maximum of 14°C.

BREACH OF CONTRACT

1. Disclaimer and Force Majeure

The liability of the service provider cannot be engaged in the event of non-performance or poor performance of its obligations which is due either to the fact of the customer, or to the insurmountable and unforeseeable fact of a third party to the contract, or a case of force majeure.

Apart from these causes of exemption, the common law liability incurred depends on the qualification of the service provider's obligations as an obligation of means or of result depending on the services provided.

2. Liability of the Service Provider

The Service Provider's liability may be incurred in the event of material damage caused to the co-contracting party due to faults attributable to it in the performance of its service.

Under no circumstances may the Service Provider be held liable for damage caused to the beneficiary of the service following use of the service or of the property covered by the service which has proven to be non-compliant with the service provider's instructions and the rules of art.

TERMINATION

The Contract may be terminated automatically and without legal formality by one of the parties if the other party fails to fulfill its obligations under this Contract, after formal notice notified by registered letter with acknowledgment of receipt remained unsuccessful within a period of fifteen (15) working days from its notification. This provision does not limit or exclude any right to damages for the benefit of the Non-Defaulting Party.

INTELLECTUAL PROPERTY

Pursuant to Articles L.111-1 et seq. of the Intellectual Property Code, the FNPSMS Laboratory holds ownership of all intellectual property rights to the studies, processes, methods, analyses, audits, circuits, media produced for the purpose of provision of the Services to the Client.

The Client is therefore prohibited from any reproduction or use of the said Services, without the express, written and prior authorization of the Service Provider, who may condition it on financial compensation.

COMPUTER AND FREEDOMS – PERSONAL DATA

The personal data collected from Customers is subject to computer processing carried out by the Service Provider. They are recorded in his Customer file and are essential to the processing of his order. This information and personal data is also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any applicable guarantees.

The data controller is the Service Provider. Access to personal data will be strictly limited to employees of the data controller, authorized to process them by virtue of their duties. The information collected may possibly be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Customer's authorization being necessary.

As part of the performance of their services, third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Service Provider is prohibited from selling, renting, assigning or giving access to data to third parties without the Client's prior consent, unless forced to do so for a legitimate reason.

If the data is to be transferred outside the EU, the Customer will be informed and the guarantees taken to secure the data (for example, adherence of the external service provider to the " Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified to him.

In accordance with the applicable regulations, the Customer has a right of access, rectification, erasure, and portability of the data concerning him, as well as the right to oppose the processing for legitimate reasons, rights which he can exercise by contacting the data controller at the following postal or email address: *"FNPSMS Laboratory, Mr Eric PIRAUBE, 21 Chemin de PAU- 64121 MONTARDON, or by email eric.piraude@agpm.com"* .

This right can be exercised under the following conditions and according to the following methods: All he has to do is write to the Service Provider by post or electronic mail , indicating his surname, first name, e-mail address and, if possible, his Customer reference.

The Service Provider undertakes to use the confidential information of the Clients only within the framework of its activity.

NON-FORFEITURE

If one of the provisions of these General Conditions of Sale was or became null or unenforceable, of the applicable legislative or regulatory provisions, only the latter would be deemed unwritten , the validity of the other provisions would not be affected. The null or unenforceable provision would then be replaced by the applicable legal provisions.

Such a change or observation could in no way allow the Customer not to respect these General Conditions of Sale.

If a condition was not explicitly mentioned, it would be considered to be governed by the practices in force in the distance selling sector whose companies are headquartered in France.

NON-WAIVER – ENTIRE AGREEMENT

The fact for one of the parties not to take advantage of a breach by the other party of any of the obligations referred to in the context of these General Conditions of Sale cannot be interpreted for the future as a claim to the obligation in question.

These Terms of Sale constitute the entire agreement between the parties and supersede all prior and current agreements between Seller and Customer.

Any waiver of a provision of the General Conditions of Sale will only be effective after written signature by the Seller.

DISPUTES

These General Terms and Conditions of Sale and the resulting operations are governed by and subject to French law.

These General Conditions of Sale are written in French.

In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

All disputes to which the services concluded pursuant to these general conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not have been resolved between the Service Provider and the Customer will be subject to the French courts.

Before any litigation procedure, the Customer undertakes to contact the Service Provider to find an amicable solution to the dispute. If a dispute remains, the Service Provider undertakes to resort to a conventional mediation procedure or any other alternative dispute resolution method if the Client so requests.

Any disputes that cannot be settled amicably will fall under the EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PAU regardless of the registered office or residence of the Customer, notwithstanding multiple defendants or warranty claims.

COMPLAINT

In the event that a Customer wishes to lodge a complaint, the latter must be sent in writing to the Laboratory by following the link: <http://germservices.fr/pratique/reclamation/> Upon written request (mail or email), the processing procedure complaints will be made available to the requesting Client.