

These general conditions apply to quotes and agreements, or other contracts provided by Inovalys. The fact of placing an order implies on the part of the customer an unconditional acceptance of these. They will prevail over all other general or specific conditions not approved by Inovalys.

Inovalys reserves the right to modify its general conditions of sale. However, the conditions applied are those in force on the date of the order by the customer.

1. Quotes and agreements (outside the online sales site)

Catalogs and other commercial or technical documents of Inovalys may not have contractual value in terms of services. The illustrations appearing in all of these documents are indicative only. The costing and commercial terms mentioned in the quote or the agreement, issued by Inovalys are valid for one month (30 days), from their date of issue. Beyond that, Inovalys reserves the right to revise the conditions of performance of the service.

An estimate signed by the customer is a contract valid until the end of the current year.

2. Convention (outside the online sales site)

The agreement is offered to the client for recurring and multi-year services.

Duration of the agreement

An agreement signed by the customer is a contract, concluded for an initial period of 1 year and renewable twice by tacit agreement and ends on December 31 of the third year regardless of its start date and if no contrary written decision is made. 'is taken by either party at least 3 months before the end of the current year.

Modification of the agreement signed by the client

Any one-off and temporary modification with respect to the provisions of the agreement will be subject to prior written agreement. A lasting modification will be the subject of an addendum to the current agreement.

3. Order (outside the online sales site)

Only quotes or agreements signed by Inovalys and the client have legal value as well as analysis request sheets signed by the client for samples brought directly to the laboratory without prior contact.

The signatory acknowledges having read the special conditions of sale listed in the estimate or the agreement as well as in the general conditions of sale and in the technical appendices specifying the methods and, if applied, the specifications relating to the declarations of conformity presented, and declares formally accept all of these documents in their entirety and without reservation.

However, in the absence of the return of the estimate or agreement signed by the customer, the latter's sending of samples with an order form or a request for a debit intervention, is valid for acceptance of said estimate or agreement.

Likewise, the sending by the customer, without prior contact with Inovalys, of a sample accompanied by an order form requesting a service defined in the Inovalys catalog, constitutes acceptance by the customer of the general conditions of sale in force. .

Prices are revised annually on January 1.

4. Procedures for submitting samples to the laboratory (outside the online sales site)

When the customer takes the samples himself, he must first find out about the acceptance conditions (in particular the regulatory deadlines and storage conditions for samples before analysis.). The laboratory cannot be held responsible for incorrect sampling by the customer. The results apply to the sample as received at the laboratory.

Inovalys can also offer a sampling service. In this case, the laboratory takes care of all the steps necessary for the successful completion of a sample. The results in this case apply to the sample as collected.

5. Delivery and reception of samples to the laboratory (outside the online sales site)

The times for receiving samples on Inovalys' platforms are available on the laboratory's website. The sample delivery conditions are available on the Inovalys website at www.inovalys.fr. When the delivery conditions have not been met Inovalys informs the customer. In the event that a customer maintains their request for analysis and to the extent that the routing anomaly does not affect the analytical results, Inovalys performs the requested analysis. If it is an accredited analytical parameter, after agreement with the client, the result will eventually be rendered "out of accreditation" and the reference to the method will be withdrawn. Inovalys reserves the right to include on the analysis report all the information it deems necessary concerning the routing anomaly and its possible consequences on the result.

6. Conditions of acceptance of samples (outside the online sales site)

Each sample must be accompanied by an analysis request comprising at least: the contact details of the applicant, the place of sampling, the identification of the sample, the date and time of the sample or the date of manufacture, the analyzes requested, the reporting of any event likely to interfere with the results, the signature of the client or his identified representative.

Inovalys cannot be held liable if the information provided by the customer in the accompanying document is incorrect. Inovalys reserves the right to refuse the performance of services on samples that do not meet the conditions of delivery or the acceptance criteria above. Likewise, samples that do not meet the missions, the ethics of the laboratory or present a risk to people or the environment will be refused after any contact with the customer, or even destroyed without any recourse being able to be exercised.

7. Analytical methods used by the laboratory

Inovalys technical platforms are accredited according to standard NF EN ISO / CEI 17025 by the French Accreditation Committee (COFRAC). - Accreditations N ° 1-5752, 1-5753, 1-5755, 1-6805, list of sites and scopes available on www.cofrac.fr.

Inovalys also has approvals granted by various ministries for certain analyzes of an official nature, the list of which can be communicated on request.

7.1 Identification of the methods used:

The technique used and / or the reference text are always specified on the quotes. Mention of the reference text takes the place of information on the type of method used ("routine", expert, validated, internal, "manufacturer").

When a change in method occurs during the execution of an order, a contract review is carried out internally, supplemented by a possible contact with the customer.

For clients under agreement, information is sent to them to indicate a change in provisional method, which will be the subject of an amendment if the change is final.

If modifications to the reference text must be made when carrying out the analyzes, they are mentioned on the analysis report.

7.2. Choice of analysis methods applied:

When the customer requests the implementation of specific analysis methods that do not correspond to the analysis methods usually chosen by default for the product in question, Inovalys studies his request as part of the contract review. The customer is informed by quotation of the methods offered by Inovalys. Information to enlighten the customer on this point is given orally or in writing depending on the customer's situation and / or expectation. When the nature of the sample (particular composition, unusual result area, etc.) has an influence on the choice of the technique to be implemented, the customer is advised to provide this information, in order to optimize the choice of the technique. technical.

7.3. Reference to internal methods :

If an internal method is used for the performance of the service, the version used is that in force on the date of the analysis, unless otherwise specified (on estimate for example). The version is not, unless specifically requested by the customer, mentioned on the quote or the analysis report.

8. Customer information on the performance of accredited analyzes

The analyzes for which Inovalys is accredited are identified in the quotes. Depending on the site, the wording of the analyzes carried out under accreditation is preceded on the analysis reports by an asterisk, the @ character, or an accreditation brand. An explicit mention of this presentation on the report. On an analysis report, the presence of the accreditation brand indicates that at least one analysis has been carried out under accreditation.

In the event of deviations from an accredited method and subject to the explicit agreement of the client, Inovalys will report the result without accreditation and without making reference to accreditation.

9. Subcontracting

Les sous-traitances sont dûment indiquées comme telles dans les devis et/ou sur le catalogue général et/ou le site Internet. La sous-traitance d'analyses accréditée n'est réalisée qu'en cas de force majeure, incident, accident, panne durable d'appareil.

Le client est toujours informé de la décision de sous-traitance d'une demande d'analyse en particulier si celle-ci n'avait pas été prévue initialement lors de l'établissement du devis. L'identité du sous-traitant est communiquée. Inovalys se réserve le droit de choisir ses sous-traitants à partir de critères de compétence, accréditation, notoriété, proximité, relation commerciale. En cas de demande particulière et explicite du client et accord sur ce point, il peut être décidé de faire appel à un sous-traitant autre que celui habituellement choisi par Inovalys. Les analyses sous-traitées sont mentionnées comme telles dans les rapports d'analyse.

10. Deadlines

If the results are urgently needed, depending on the circumstances and the analyzes involved, it may be possible to deal with the client's request on a priority basis. Depending on the constraints generated, the methods of emergency treatment may be subject to additional invoicing.

11. Communication of results

he results are sent as an e-mail attachment to the e-mail addresses declared by the customer on the contractual document (analysis request, customer information sheet, signed estimate, contract, market). Inovalys can communicate partial analysis reports. Only the final report is authentic. Any reissued report is subject to re-approval and is marked cancels and replaces. The modifications made are identified and, if appropriate, the explanations justifying the reissue are specified.

12. Reproduction of a result or report

Unless specifically authorized by Inovalys, reproduction of a report is only permitted as a full copy or as a full PDF file. In the event of a dispute, only the copy kept by Inovalys is valid.

Inovalys prohibits any reproduction of the Cofrac brand, apart from the conditions for reproducing an Inovalys analysis report defined above. Any use or misuse of the accreditation mark or the Cofrac logo will result in a report to Cofrac.

No reference to Inovalys accreditation can be made without the agreement of the laboratory, which will first ensure compliance with the rules established by COFRAC.

The integration of analysis results produced by Inovalys in the report of a client laboratory that has subcontracted these analyzes can only be carried out on request and after authorization.

In addition, any improper use or reference to the results issued by Inovalys or to its accreditation may be the subject of legal proceedings as well as any attempt to fraudulently reproduce elements or the report template issued by Inovalys.

A client who distributes an Inovalys report to one of his clients is responsible for informing him of the rules for incorporating a result or reproducing an Inovalys report.

13. Uncertainty assessment

In the absence of an explicit mention of the uncertainties in the benchmarks, the uncertainty does not appear on the analysis reports.

When a customer requests that the uncertainty appear on the analysis reports, that mention is available. The concept of uncertainty is applied to the quantitative results. Qualitative results (eg positive, negative, presence, absence) are not accompanied by an expression of uncertainty.

When Inovalys provides an analysis report indicating the uncertainty, however, it should be noted that the uncertainty shown is analytical only..

14. Declaration of conformity

The declaration of conformity will be issued in accordance with the regulations in force, where they exist. This will be indicated on the analysis report. When the client has not requested to take into account the uncertainties and in the absence of an explicit mention of the uncertainties in the standards, or when the standards mention that the specification limits have been set taking into account the uncertainty, the declaration of conformity is made only by comparison with the specifications without taking into account the uncertainty. When the client requests to take into account the uncertainties and in the absence of an explicit mention of the uncertainties in the standards, or when the standards mention that the specification limits have been set without taking into account the uncertainty, it is taken into account uncertainty to establish compliance.

In all cases, the decision rule chosen is indicated in the estimate or the agreement, unless it is inherent in the specification or standard requested.

The declarations of conformity are covered by the accreditation if all the results taken into consideration to conclude are covered by the accreditation.

15. Intellectual services other than analyzes

The intellectual services (advice, technical assistance, training and other custom-made services) are the subject of a detailed proposal defining the content of the service, its objectives, the stakeholders and the proposed price. Logistics costs for consultants (travel, accommodation, meals) are fully invoiced.

Training is subject to the establishment of a training agreement according to the requirements of the Ministry of Labor. Inovalys is registered with DIRRECTE as a training organization.

16. Confidentiality and impartiality

The client undertakes not to disclose and not to use in any form whatsoever all the confidential information that Inovalys may be required to communicate to him, before and during the performance of the service and for a period of three years after the end of the exchanges. The customer undertakes to ensure that this non-disclosure and confidentiality commitment is respected by any employee or service provider who may intervene on his behalf in the context of these discussions and exchanges.

The laboratory undertakes to keep confidential all information that has been brought to its attention by the client or a third party, as part of the performance of analyzes or services for said client. However, if the laboratory is required by law or authorized by contractual provisions to disclose confidential information, the client is notified of the information provided unless prohibited by law.

The external auditors led to audit INOVALYS (COFRAC, INAO, etc.), may need to consult information concerning operators and INOVALYS clients within the framework defined by their audit mission. These people are subject to the confidentiality of information through a commitment integrated into their service contract or by signing a specific commitment form.

The laboratory undertakes to remain independent of the parties involved (customer, service provider or principal) in its analysis and sampling activities. He undertakes that the personnel responsible for carrying out these activities are in no way the designer, manufacturer, supplier, installer, owner or repairer of the objects analyzed and / or removed, nor the representative of any of the parties.

Inovalys has put in place a Policy to identify the risks likely to undermine its impartiality, which includes the risks arising from its activities, its relationships or the relationships of its staff.

17. Protection of personal data by Inovalys

Inovalys may collect certain personal data from its customers and users of its website (last name, first name, telephone number, postal address or email address, etc.) for the performance of all services listed in the catalog.

In accordance with the General Regulations on the Protection of Personal Data (hereinafter abbreviated as "RGPD"), Inovalys undertakes with its customers to obtain their consent and to allow them to oppose the use of their data for certain processing purposes. Everyone has the right to access, rectify or delete their data as well as the right to refuse the processing of their data, to request a limitation as well as the right to data portability. These rights can be exercised at any time by simply requesting the address: dpo@Inovalys.fr

18. Tariffs and invoicing

Analyzes and "other" services are invoiced at the end of their performance, according to the indications appearing in the quotes, agreements, contracts. When the analysis request has been made without an initial request for a quote (sending a sample in package), invoicing is carried out according to the current catalog.

Surcharges may be applied for the processing of samples in an emergency, and additional charges are applicable for bank charges when paying from countries outside the "euro" zone, for charges such as customs clearance, various administrative charges for importation of samples, freight forwarders etc. which are re-invoiced in full to the customer.

Invoicing is done in the name of the person or company identified as the payer in the analysis request, the quote, the agreement, the contract. The deadline for payment of 100% of the sums due is set at the thirtieth day following the date of issue of the invoice. The prices are expressed in euros excluding tax. VAT is applied at the rate in force on the date of the performance of the services, for example 20% in 2021.

19. Force majeure

f, as a result of a case of force majeure, Inovalys were unable to provide the service, its obligations would be suspended for the duration of the impossibility of performance of the contract. As soon as force majeure ceases, Inovalys' obligations will resume for services not yet performed. Is considered an event of force majeure, any event of any nature that is reasonably beyond Inovalys' control and which prevents the normal performance of these obligations, such as major disturbances at regional, national or international level, strike in means of transport, posts and telecommunications or any other interruption of these means whatever the cause, strike or "lock-out" within Inovalys or affecting its suppliers or subcontractors, legal or regulatory provision resulting in major upheavals affecting Inovalys' activities.

Inovalys has a service continuity plan that it keeps available to its customers who wish to consult it.

20. Complaints, disputes

The laboratory makes the complaints handling process available to its customers on its website.

Any complaint must be sent by email to contact@Inovalys.fr. A response will be sent to the complainant as soon as possible, confirming or not the responsibility of the laboratory. Where appropriate, the complainant is informed of the conclusions of the complaint.

In the absence of an amicable resolution, disputes relating to the execution of these general conditions will fall under the jurisdiction of the Administrative Court of Nantes.

Additional provisions applicable to services sold from the website www.analyses.inovalys.fr

Article 1. Object

These conditions exclusively govern the sales by the company INOVALYS of the analysis services presented on its site www.analyses.inovalys.fr, of environmental products, food or biological samples related to animal health.

INOVALYS reserves the right to modify its general conditions of sale. However, the conditions applied are those in force on the date of the order by the customer.

Article 2. Prices

Excluding research for anti-rabies antibodies, prices include the costs of processing, analysis and shipping in mainland France. They are indicated in euros all taxes included (VAT and other taxes applicable on the day of the order), unless otherwise indicated.

With the exception of anti-rabies antibody searches, the prices displayed on the website are valid only for orders paid for directly through the website. The price displayed on the site is a fixed price including the round trip shipping of the collection kit (except for anti-rabies antibody research), the recording of the specimen, its analysis and the sending of the results report by email. These services are inseparable and cannot be sold separately on the site. INOVALYS reserves the right to modify its prices at any time, but the product will be invoiced on the basis of the price in force at the time of validation of the order on the website.

Article 3. Deadlines

The deadlines are in working day.

- The delivery times for the collection kit are from the working day following the day of confirmation of the order. In particular, this will be the first working day after a weekend or a public holiday.
- The deadlines for sending results by email are from receipt of the sample at the laboratory

Article 4. Order

Orders excluding anti-rabies antibody research: the order must be made entirely on the internet until payment is made. All orders, whatever their origin, are payable in euros.

The analysis command is only valid for the analyzes listed in the kit. For any additional request, an estimate will be sent to you, and the analyzes will be invoiced in addition.

The contractual information is presented in French and will be the subject of a confirmation at the latest at the time of the validation of your order. The company INOVALYS reserves the right not to record a payment and not to confirm an order for any reason whatsoever, and more particularly in the event of a laboratory capacity problem, or in the event of difficulty concerning the order received.

Orders of anti-rabies antibody research: ordering and registering the test request form must be done entirely on the internet. The payment method must be selected when confirming the order. All orders, whatever their origin, are payable in euros.

Article 5. Ordering validation

Any order on the website implies acceptance of these General Conditions.

Any order confirmation entails the customer's full acceptance of these general conditions of sale, without exception or reservation.

All the data provided and the recorded order confirmation will constitute proof of the transaction. The customer declares to have perfect knowledge of it.

The order confirmation will be worth signature and acceptance of the operations carried out.

Article 6. Payment

Order excluding anti-rabies antibody research: The fact of validating the order implies for the customer the obligation to pay the indicated price. Payment for the service is made by credit card using the Verifone secure system. The card is debited when the order is accepted by INOVALYS and the collection kit is sent

Order of Anti-rabies antibody research: The fact of validating the order implies for the customer the obligation to pay the indicated price. Payment for the service is made either

- bank card using the secure Verifone system. The card is debited when the order is accepted by INOVALYS.
- by bank check or transfer.

All orders will be taken care of from the moment the payment has been received at the laboratory.

Article 7. Billing

Invoicing is done in the name of the person who paid for the order on the site

Article 8. Withdrawal

In accordance with the provisions of article L.121-21 of the Consumer Code, you have a withdrawal period of fourteen (14) days after the day of payment of the order, to exercise your right of withdrawal without having to justify reasons.

The withdrawal is free of charge, if it occurs before the start of the service, namely before sending the sample kit.

If the withdrawal occurs after the start of the service, costs will be retained under the following conditions:

- cost of sending the sample kit, in the amount of 15 euros including tax, if it is returned to the unopened laboratory; the return of the collection kit must be made with the prepaid return slip in its original and complete condition (packaging, accessories, instructions).
- cost of sending the sampling kit and the amount of the sampling kit, in the amount of 20 euro including tax and 45 euro including tax for air analyzes, if not returned or returned open (for reasons of sterility or risk of contamination, the kit is for single use only and is considered used if opened).

- 50% of the total amount of the service, if the withdrawal occurs after receipt of the samples at the laboratory.

- 100% of the total amount of the service, if the withdrawal occurs after sending the analysis report.

In the event of a withdrawal after the start of the service, INOVALYS will reimburse the amount of the service deducted from the above costs, within fourteen (14) days of notification of the customer's request and via the same payment method than the one used when ordering.

Article 9. Availability

Our services are offered as long as they are visible on the site www.analyses.inovalys.fr and within the limits of the laboratory's capacities.

In case of unavailability of the service after placing the order, we will inform the customer by email. The order will then be automatically canceled and no bank debit will be made.

Article 10. Delivery of the sampling kit

The service begins with the sending of the sampling kit to the customer (except the rabies service). The customer collects the samples himself using the Sampling Kit.

Sampling kits are delivered to the delivery address indicated when ordering, within the time period indicated on the order validation page.

Article 11. Use of sampling kit

The Sampling Kit is made up of a cardboard box, plastic bottles, instructions for use, a collection sheet and a prepaid return shipping slip.

The instructions for use explain the sampling procedure which must be scrupulously followed by the customer.

The customer will take care to legibly fill out the form accompanying the sample.

The laboratory cannot be held responsible for improper use of the kit or improper sampling by the customer, apart from the possible impact of the material he provided.

Article 12. Return of samples to the laboratory

The samples taken must be sent to the laboratory before 10 a.m. on the same day they are collected, using the package and the prepaid shipping slip. The customer will take care to attach the sampling sheet to the sample in the reshipment package.

Article 13. Acceptance of samples

Upon receipt, the package is inspected, as well as its contents. The sampling sheet is checked. The compliance of these elements conditions the acceptance of the sample.

Sample delivery conditions

If the good transport conditions are not respected (example: delivery time greater than 24 hours for microbiological analyzes), INOVALYS will return the results of the analyzes concerned without accreditation.

INOVALYS reserves the right to refuse to perform analyzes on samples if it considers that the analytical results are likely to be affected.

Sample acceptance conditions:

The samples must be returned with the duly completed collection sheet.

INOVALYS cannot be held responsible if the customer provides incorrect information in the sample sheet.

INOVALYS reserves the right to refuse the performance of services on samples which do not meet the above acceptance conditions or which do not correspond to the initial order.