

These general terms and conditions apply to all quotes and contracts issued by Inovalys. Any order implies unconditional acceptance of these terms and conditions, which take precedence over any other provision not validated by Inovalys. Inovalys may modify them at any time, but only the terms and conditions in effect on the order date are applicable.

1. Quotes and Prices (excluding online sales)

Quotes:

The quote provided by Inovalys concerns one-off, recurring, or multi-year services. The commercial and technical conditions indicated are valid for 30 calendar days from the date of issue. Beyond this period, Inovalys reserves the right to revise them.

Commercial documents (catalogs, brochures, technical data sheets, etc.) are for informational purposes only and are only contractually binding if explicitly mentioned in the accepted quote.

Prices:

Prices are expressed in euros excluding VAT. They are subject to annual revision on January 1st.

2. Contract and Invoicing (excluding online sales)

Contract:

Acceptance of the quote (handwritten or electronic signature) constitutes a contract and binds both parties to the services, deadlines, and financial conditions mentioned therein.

By accepting the quote, the client acknowledges having read and accepted without reservation:

- the specific conditions of sale included in the quote,
- the current general conditions of sale,
- the technical appendices, including methods and compliance specifications.

In the absence of explicit acceptance, sending samples with a purchase order or a request for service constitutes implicit acceptance of the quote.

Similarly, submitting or sending a sample with a request for analysis, without prior contact, constitutes implicit acceptance of the general conditions of sale available at the Inovalys's reception or on the Inovalys website.

Invoicing:

Analysis and services are invoiced upon completion, according to the terms of the contract. In the absence of a prior quote (e.g., direct sample shipment), invoicing is based on the current rate.

The invoice is issued in the name of the payer designated in the analysis request or contract. Full payment is due within 30 days of the invoice date. The applicable VAT is that in effect on the date of completion.

3. Term and Termination (excluding online sales sites)

Effective Date:

The contract takes effect on the date the quote is accepted.

Contract Duration:

The contract is concluded until December 31 [year of signature], then tacitly renewed for periods of 12 months, unless terminated under the conditions provided.

Information on tacit renewal:

In accordance with the Chatel Law, the customer will be informed in writing (by letter, email, or information on the invoice) between 3 and 1 month before the contract termination deadline. Otherwise, they may terminate it at any time without penalty.

Contract Modification:

In the event of a temporary modification, the customer will be notified in writing. In the event of a permanent modification, they will receive a new quote.

Price Revision:

When prices are revised, a new quote is sent. Upon receipt, the customer has 3 months to reject it. After this period, the contract is renewed under the new terms and conditions.

Termination:

After the first renewal, either party may terminate the contract at any time by registered letter with acknowledgement of receipt, with three months' notice. In the event of a serious breach by either party of its contractual obligations, the contract may be terminated automatically, one month after notification by registered letter, unless the situation is rectified within this period.

4. Sample Collection (excluding online sales)

Sample collection performed by the client:

The client is responsible for ensuring the sample is compliant. They must first inquire about the acceptance conditions (regulatory deadlines, storage conditions, etc.).

Inovalys cannot be held responsible for improperly performed sampling. The results apply to the sample as received.

Sample collection performed by Inovalys:

When the sampling service is entrusted to Inovalys, Inovalys handles all steps. The results apply to the sample as collected.

5. Sample delivery and reception at Inovalys (excluding online sales)

Sample delivery times and delivery conditions are available on the website www.inovalys.fr.

In the event of non-compliance with delivery conditions, Inovalys will inform the client.

If the client maintains their request and the anomaly does not impact the results, the requested analysis will be performed. For accredited analytical parameters, upon client agreement, the result may be reported as "out of accreditation" and the reference to the method will be removed. Inovalys reserves the right to add to the analysis report any information deemed necessary regarding the delivery anomaly and its possible impact on the results.

6. Sample Acceptance Conditions (excluding online sales sites)

Each sample must be accompanied by an analysis request including, at a minimum: the requester's contact information, the collection location, the sample identification, the date and time of collection or the manufacturing date, the requested analyses, a report of any event likely to interfere with the results, and the signature of the client or their identified representative.

Inovalys declines all liability for incorrect information provided by the client. Inovalys reserves the right to refuse to perform services on samples that do not meet the delivery conditions or acceptance criteria. Similarly, samples that do not meet Inovalys's mission or ethics requirements, or that present a risk to people or the environment, will be rejected after possible contact with the client, or may even be destroyed without recourse.

7. Analytical Methods Used by Inovalys

Inovalys' technical platforms are accredited according to the NF EN ISO/IEC 17025 standard by the French Accreditation Committee (COFRAC). – Accreditations No. 1-5752, 1-7139, 1-7140, 1-7141, 1-7142, and 1-7143; list of sites and scopes available at www.cofrac.fr.

Inovalys also has approvals granted by various ministries for certain official analyses, a list of which can be provided upon request.

7.1. Identification of the methods used:

The technique used and/or the reference text are always specified in the quotes. The reference text serves as information on the type of method used (routine, expert, validated, internal, or manufacturer).

When a method change occurs during the execution of an order, a contract review is conducted internally, supplemented by possible contact with the client.

For clients under contract, information is sent to them to indicate a temporary change in method, which will be subject to an amendment if the change is permanent.

If changes to the reference text must be made during the analysis, they are noted in the analysis report.

7.2. Choice of analytical methods applied:

When the client requests the implementation of specific analytical methods that do not correspond to the analytical methods usually chosen by default for the product in question, Inovalys will consider the request as part of the contract review. The client will be informed by quote of the methods proposed by Inovalys. Information to clarify this point will be provided to the client orally or in writing depending on the situation and/or the client's expectations.

When the nature of the sample (particular composition, unusual result range, etc.) influences the choice of technique to be implemented, the client is advised to provide this information to optimize the choice of technique.

7.3. Reference to internal methods:

If an internal method is used to perform the service, the version used is the one in effect on the date the analysis was performed, unless otherwise specified (e.g., in the quote). The version is not mentioned in the quote or analysis report, unless specifically requested by the client.

8. Informing clients about the performance of accredited analyses

The analyses for which Inovalys is accredited are identified in the quotes. Only the matrices and measured characteristics described in the scope of accreditation are covered by the accreditation. Depending on the site, the wording of analyses performed under accreditation is preceded on the analysis reports by specific information (e.g., an asterisk, the @ symbol, etc.). This presentation is explicitly stated on the report. On an analysis report, the presence of the accreditation mark indicates that at least one analysis was performed under accreditation.

In the event of deviations from an accredited method, if the deviation has no impact on the analysis result, the result may be returned under the cover of accreditation, by including in the report a warning identifying the result likely to be affected by this deviation. If the deviation potentially has an impact on the analysis result, Inovalys may return the results of the service actually carried out, without reference to the accreditation only if the accreditation is not made mandatory (regulatory or contractual) or when the reports are intended to be displayed (e.g. paper display, availability on a website, etc.). The client must be clearly informed of the consequences of this non-accreditation rendering and the consequences of the incident on the result and a new contractual or documented agreement concluded between INOVALYS and the client authorizing it to return the non-accredited result. The client must be informed that the report must not be displayed or transmitted to third parties (the public or the authorities). The report will not refer to the method for which INOVALYS is accredited unless the reference to the method is accompanied by the

modifications/deviations made. The report cannot, therefore, be presumed to comply with the accreditation standard, nor covered by international recognition agreements (GEN REF 11 revision 10).

9. Subcontracting

Subcontracting is duly indicated as such in quotes and/or on the website. Accredited subcontracting of analyses is only carried out in cases of force majeure, incident, accident, or permanent equipment failure.

The client is always informed of the decision to subcontract an analysis request, particularly if it was not initially planned when the quote was prepared. The identity of the subcontractor is communicated. Inovalys reserves the right to select its subcontractors based on criteria of competence, accreditation, reputation, proximity, and business relationship. In the event of a specific and explicit request from the client and agreement on this point, it may be decided to use a subcontractor other than the one usually chosen by Inovalys. Subcontracted analyses are indicated as such in the analysis reports.

10. Deadlines

In the event of urgent need for results, depending on the circumstances and the analyses involved, it may be possible to process the client's request as a priority. Depending on the constraints, urgent processing options may be subject to additional charges.

11. Communication of Results

The results are sent as an email attachment to the email addresses provided by the client in the contractual document (analysis request, client information sheet, contract). Inovalys may provide partial analysis reports. Only the final report is valid. Any reissued report is subject to new approval and is marked "cancels and replaces." Any changes made are identified, and if appropriate, the explanations justifying the reissuance are provided.

Access to the client extranet provided by [Your company name] is reserved for clients with a personal username and password. Use of this space is subject to specific conditions, available at any time on the client extranet homepage, on the Inovalys website, or upon request from our customer service department.

It is the user's responsibility to read and comply with these conditions of use. Any non-compliant use may result in the suspension or removal of access to the extranet.

12. Reproduction of a result or report

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

Inovalys prohibits any reproduction of the accreditation mark, except under the conditions for reproducing an Inovalys analysis report defined above. Any use or misuse of the accreditation mark will result in a report to COFRAC.

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

The integration of analysis results produced by Inovalys into the report of a client of Inovalys that has subcontracted these analyses may only be carried out upon request and after authorization.

Furthermore, any improper use or reference to the results issued by Inovalys or its accreditation may be subject to prosecution, as may any attempt to fraudulently reproduce elements or the report template issued by Inovalys.

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

The Client agrees to use the analysis reports in their entirety and without any modification, alteration, deletion, or addition of any kind. Any modification, even partial, of an analysis report issued by Inovalys constitutes a violation of these general terms and conditions of sale and incurs the Client's civil and criminal liability. In the event of modification, alteration, or falsification, of an analysis report by the Client, Inovalys reserves the right to take the following measures, without prejudice to any other legal action it may take:

- Immediate invalidation of the falsified analysis report.
- Informing third parties potentially affected by the falsified report (regulatory authorities, accreditation bodies, etc.).
- Immediate suspension of any ongoing services for the client in question.
- Automatic termination of these general terms and conditions of sale and any current contract with the client, without notice or compensation.
- Immediate invoicing of all services performed and not yet invoiced at the time the falsification was discovered.
- Claiming damages to compensate Inovalys for the harm suffered as a result of this falsification, including, in particular, damage to its reputation, costs incurred to rectify the situation, and any other direct or indirect damage.
- Filing a complaint with the relevant authorities for attempted fraud, forgery, or any other applicable offense or crime.

The Client expressly acknowledges that falsifying an analysis report constitutes a serious offense that may result in civil and criminal liability.

13. Amendments to Reports

When a change is made to the report, it is clearly identified.

In accordance with the EA General Assembly resolution (resolution 2014 (33)31), test reports are reissued only to correct errors or to include omitted data available at the time of testing. Inovalys will not reissue a test report when the batch number, trade name, or trademark of the tested product has changed (without retesting it), even with a clear reference to the original report it replaces.

14. Uncertainty Assessment

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

When a client requests that uncertainty appear in the analysis reports, this statement is available. The concept of uncertainty is applied to quantitative results. Qualitative results (e.g., positive, negative, presence, absence) are not accompanied by an expression of uncertainty.

When Inovalys provides an analysis report indicating uncertainty, it should be noted that the uncertainty indicated is solely analytical.

15. Declaration of Conformity

The declaration of conformity will be issued in accordance with applicable regulations, where applicable. This will be indicated in the analysis report. When the client has not requested that uncertainties be taken into account, and in the absence of explicit mention of uncertainties in the standards, or when the standards state that the specification limits were set taking uncertainty into account, the declaration of conformity is made solely by comparison with the specifications without taking uncertainty into account.

When the client requests that uncertainties be taken into account, and in the absence of explicit mention of uncertainties in the standards, or when the standards state that the specification limits were set without taking uncertainty into account, uncertainty is taken into account to establish conformity.

In all cases, the chosen decision rule is indicated in the quote, unless it is inherent to the requested specification or standard. Declarations of conformity are covered by accreditation if all the results taken into consideration to conclude are covered by the accreditation.

16. Intellectual Services Other than Analysis

Intellectual services (consulting, technical assistance, training, and other customized services) are subject to a detailed proposal defining the content of the service, its objectives, the participants, and the proposed price. The consultants' logistical costs (travel, accommodation, meals) are invoiced in full.

Training courses are subject to the establishment of a training agreement in accordance with the requirements of the Ministry of Labor. Inovalys is registered with the DIRECTE (French Training Directorate for Labor and Employment) as a training organization.

17. Confidentiality and Impartiality

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

Inovalys undertakes to keep confidential any information brought to its attention by the client or a third party, in the course of performing analyses or services for the said client. However, if Inovalys is required by law or authorized by contractual provisions to disclose confidential information, the client is informed of the information provided unless prohibited by law. External auditors required to audit INOVALYS (COFRAC, INAO, etc.), who are required to learn information concerning INOVALYS operators and clients within the framework defined by their audit mission, are also subject to the confidentiality of information through a commitment included in their service contract or by signing a specific commitment form.

Inovalys undertakes to remain independent of the parties involved (client, service provider, or client) in its analysis and sampling activities. It undertakes to ensure that the personnel responsible for carrying out these activities are under no circumstances the designer, manufacturer, supplier, installer, owner, or repairer of the objects analyzed and/or sampled, nor the representative of any of the parties.

Inovalys has implemented a Policy to identify risks that could affect its impartiality, which includes risks arising from its activities, its relationships, or those of its personnel.

18. Protection of Personal Data by Inovalys

Inovalys may collect certain personal data from its customers and website users (first and last name, telephone number, postal address, or email address, etc.) to provide its services. In accordance with the General Data Protection Regulation (hereinafter referred to as "GDPR"), Inovalys undertakes to obtain its customers' consent and allow them to object to 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 restriction, and the right to data portability. These rights can be exercised at any time by sending a request to the following address: dpo@inovalys.fr

19. Force Majeure

In the event of force majeure, Inovalys's obligations are suspended for the duration of the event. Upon its cessation, unperformed services will resume. A force majeure event is considered to be any event of any nature beyond Inovalys's reasonable control that

prevents the normal performance of these obligations, such as major regional, national, or international unrest, strikes in transportation, postal and telecommunications services, or any other interruption of these services, regardless of the cause, strikes or lockouts within Inovalys or affecting its suppliers or subcontractors, or legal or regulatory provisions causing significant disruptions affecting Inovalys's activities.

Inovalys has a business continuity plan available upon request.

20. Complaints and Disputes

Inovalys makes the complaint handling process available to its customers on its website.

All complaints must be sent by email to contact@inovalys.fr. A response will be sent to the complainant as soon as possible, confirming or denying the Inovalys's liability. If applicable, the complainant will be informed of the complaint's findings.

Failing an amicable resolution, disputes relating to the execution of these general terms and 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. Purpose

These terms and conditions exclusively govern the sales by INOVALYS of the analysis services presented on its website www.analyses.inovalys.fr, environmental products, food products, or biological samples related to animal health. INOVALYS reserves the right to modify its general terms and conditions of sale. However, the terms and conditions in effect on the date the customer places the order apply.

Article 2. Prices

Except for rabies antibody tests, prices include processing, analysis, and shipping costs within mainland France. They are indicated in euros, inclusive of all taxes (VAT and other taxes applicable on the date of the order), unless otherwise indicated.

Except for rabies antibody tests, the prices displayed on the website are valid only for orders paid directly through the website. The price displayed on the website is a fixed price including return shipping of the sampling kit (except for rabies antibody tests), recording the sample, its analysis, and sending the results report by email. These services are inseparable and cannot be sold separately on the website.

INOVALYS reserves the right to modify its prices at any time, but the product will be invoiced based on the price in effect at the time the order is confirmed on the website.

Article 3. Delivery Times

Delivery times are given in business days.

- Delivery times for the collection kit begin on the business day following the order confirmation date. This includes the first business day after a weekend or public holiday.
- Delivery times for results by email begin on the day the sample is received by Inovalys

Article 4. Order

Orders excluding rabies antibody tests: the order must be placed entirely online until payment is received. All orders, regardless of their origin, are payable in euros.

The analysis order is only valid for the tests listed in the kit. For any additional requests, a quote will be sent to you, and the tests will be invoiced in addition.

Contractual information is presented in French and will be confirmed at the latest upon validation of your order. INOVALYS reserves the right not to record a payment or confirm an order for any reason, particularly in the event of a Inovalys capacity issue or in the event of a problem with the order received.

Orders for rabies antibody tests: the order and registration of the analysis request form must be placed entirely online. The payment method must be selected when confirming the order. All orders, regardless of their origin, are payable in euros.

Article 5. Order Confirmation

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

Any order confirmation implies the customer's full acceptance of these General Terms and Conditions of Sale, without exception or reservation.

All data provided and the recorded order confirmation shall constitute proof of the transaction. The customer declares to have full knowledge of them.

The order confirmation shall constitute signature and acceptance of the transactions carried out.

Article 6. Payment

Orders excluding rabies antibody tests: By confirming the order, the customer is obligated to pay the indicated price. Payment for the service is made by credit card using the secure Verifone system. The card is debited when INOVALYS accepts the order and ships the sample collection kit.

Orders for rabies antibody tests: By confirming the order, the customer is obligated to pay the indicated price. Payment for the service is made either:

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

All orders will be processed once payment has been received by Inovalys..

Article 7. Billing

Billing is made in the name of the person who paid for the order on the website.

Article 8. Withdrawal

In accordance with the provisions of Article L.121-21 of the French Consumer Code, you have a withdrawal period of fourteen (14) days after the date of payment for the order, to exercise your right of withdrawal without having to provide a reason.

Withdrawal is free of charge if it occurs before the start of the service, i.e., before the sampling kit is sent.

If the withdrawal occurs after the start of the service, a fee will be deducted under the following conditions:

- Shipping costs for the sampling kit, amounting to €15 including VAT, if it is returned to Inovalys unopened; the sampling kit must be returned with the prepaid return slip in its original condition and complete (packaging, accessories, instructions).
- Shipping costs for the sampling kit and the cost of the sampling kit, amounting to €20 including tax and €45 including tax for air analyses, if not returned or returned opened (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 Inovalys.

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

In the event of a withdrawal after the start of the service, INOVALYS will refund the amount of the service less the above fees, within fourteen (14) days of notification of the customer's request and via the same payment method used when ordering.

Article 9. Availability

Our services are offered as long as they are visible on the website www.analyses.inovalys.fr and within the limits of Inovalys's capacity.

If the service is unavailable after the order has been placed, we will notify 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 delivery of the sampling kit to the customer (except for the rabies service). The customer collects the samples themselves using the sampling kit.

Sampling kits are delivered to the delivery address indicated in the order, within the timeframe indicated on the order confirmation page.

Article 11. Use of the Sampling Kit

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

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

The customer must take care to legibly complete the sample collection sheet.

Inovalys cannot be held responsible for misuse of the kit or improper sampling by the customer, apart from the possible impact of the equipment it provided.

Article 12. Returning Samples to Inovalys

Samples must be returned Monday through Wednesday from a post office before 10:00 a.m. on the day they were collected, using the package and the prepaid shipping slip. The customer must include the sample collection slip in the return package.

Samples must be returned to Inovalys using the prepaid Chronopost shipping slip provided by Inovalys. Any shipment made without this slip, or by another shipping method, will incur costs at the customer's sole expense, with no possibility of reimbursement by our services.

Article 13. Sample Acceptance

Upon receipt, the package and its contents are inspected. The sampling sheet is verified. The conformity of these elements determines the acceptance of the sample.

. Sample Delivery Conditions

If the correct delivery conditions are not met (e.g., delivery time exceeding 24 hours for microbiological analyses), INOVALYS will render the relevant analysis results unaccredited. The report issued cannot, therefore, be presumed to be compliant with the accreditation standard, nor covered by international recognition agreements (GEN REF 11 revision 10). INOVALYS reserves the right to refuse to perform analyses on samples if it deems that the analytical results may be affected.

Sample acceptance conditions:

Samples must be returned with the duly completed sampling sheet.

INOVALYS cannot be held liable if the client provides incorrect information on the sampling sheet.

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