

The terms and conditions (« Terms ») govern all contractual relationships between AtlanChim Pharma Company (ACP) and its Customers, both parties accepting them without reserve. These terms and conditions of sale will prevail over any other conditions appearing in any other document, except preliminary, express and written dispensation.

OBLIGATION TO USE ONE'S BEST ENDEAVORS

The services processed by ACP under the contract with the Customer are subject to the obligation of means and not of results. ACP conducts experimental studies in research and development and, in this context, ACP 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.

ACP 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, ACP remains personally liable for the perfect execution of the subcontracted services.

SERVICE TIMELINE

The timeline (Lead time for raw material supply and production time) 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 ACP. This means that the delay (Lead time for raw material supply and production time) 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.

PAYMENT TERMS AND CONDITIONS

ACP's prices are meant in Euros, carriage paid and exclusive of taxes (VAT, import taxes).

Our payment terms are:

- 40% at the order,
- the balance upon delivery.

Payment can be made by wire/bank transfer by 30 days from invoice date. ACP does not practice the discount.

Any delay in payment when due will lead to, by rights and without formality, from the first day and until the complete extinction of the debt in cause, a penalty equals to one and a half times the current French legal interest rate in the day of the payability of the debt.

DELIVERY

The recipient must control the quantity and the products state on delivery. To be valid, any complaint must be pointed out to ACP by registered letter within 48 hours following the delivery date of the goods. The return of the product is accepted by ACP only if the following conditions are gathered:

- A return authorization has to be expressly made by ACP
 - Any return has to be accompanied with the original of the initial invoice of purchase or with the delivery order of ACP, if necessary, clearly indicating the date of the order as well as the return number attributed by the company beforehand.
1. Only carriage paid returns are accepted.
 2. In every presumed defective material must be attached the precise and detailed motives for return.
 3. The warranty is limited to ACP's choice either with an intervention allowing ending in a full discharged execution of its obligations, or in a pure and simple replacement of the ordered product.
 4. Any complaints concerning the bad quality of the product are unacceptable after warranty period.

DUTIES

ACP commits itself to implementing all the technical means to fill these contractual commitments such as recorded in the contractual document handed during the order by its customer. It is up to the customer to specify the product specifications or advice he expects.

Besides ACP answers by no means:

- Of the product misuse, that is to say, except the use of which ACP has been informed at the establishment of the estimate previous to the order taking.
- In case of modification of the product made by non-authorized persons by ACP.

ACP cannot be held for responsible of the damages of all kind such as material, immaterial or physical, which could result from a malfunction or from a misuse of the marketed products. It is the same for the possible modifications of the products resulting from manufacturers. The responsibility of ACP will be in any case, limited to the amount of the order and would not be questioned for simple errors or omissions which would have remained in spite of all precautions taken in the product display.

OWNERSHIP CLAUSE

ACP transfers the ownership of the results of the service to the Customer up to the effective and complete payment of their cost by the Customer. In default ACP keeps the property of its products even if products were stored on the property of a third party. ACP can proceed to the total or partial resumption and take any conservation measure of its property under the control of a bailiff in the case the date of payment disregards the term planned on the invoice.

SERVICE CANCELLATION

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

The execution of studies entrusted to ACP is 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, ACP has the express right to renegotiate the terms of the original contract, or to suspend its performance upon Customer agreement.

In case of interruption of the service for any reason, ACP will ask for payment on a prorata basis of the performed work. If the amount of the invoices made exceeds the amount of the services provided, the difference will be the object of a credit.

"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.

All disputes which could arise in respect of the interpretation or of the execution of the present terms of sale will be within the competence of the Courts of Nantes (FRANCE), ACP, reserving however the right to seize any other competent jurisdiction of the competent courts of Nantes.