

GENERAL TERMS AND CONDITIONS
Appendix 3 to the service contract

1. GENERAL

These general terms and conditions apply to all services provided by BIO CHÊNE VERT to its clients, unless otherwise agreed upon in writing with the client.

By placing an order or submitting samples to BIO CHÊNE VERT, the client acknowledges and accepts these general terms and conditions and waives the application of any conflicting clauses from their own terms and conditions of purchase.

These general terms and conditions supersede all previous versions issued by BIO CHÊNE VERT.

2. ORDERING AN ANALYTICAL SERVICE

The analytical service includes conducting analyses and delivering the analytical results. Any service request must be subject to a formal order from the client. Acceptance of a quotation or contract by the client triggers the implementation of the service as of the date of signature. A quotation or contract is deemed accepted as soon as a sample is submitted for analysis.

Each submission must be accompanied by a BIO CHÊNE VERT (or BIO CHÊNE VERT - LABOFARM) analysis submission form, or if unavailable, the client's own form containing all the administrative and technical information necessary for performing and invoicing the ordered analyses.

Each request is considered binding. In case of a discrepancy between contractual requirements and a one-off analysis request, the latter will take precedence. The client undertakes to ensure that each analysis submission form is signed by themselves or their authorised representative.

Any modification to the order must be the subject of a new order accepted by BIO CHÊNE VERT. Should the client cancel an order already in progress, BIO CHÊNE VERT reserves the right to claim compensation proportional to the costs incurred.

Samples and Sample Quality

Sample collection is carried out under the sole responsibility of the client or their authorised representative. BIO CHÊNE VERT highlights the critical importance of:

- sampling conditions and procedures and
 - sample quality and representativeness.
- on the reliability of the analysis.

Samples submitted for analysis must be in good condition, of sufficient quantity, and

clearly separated and identified by the client.

In the event of poor-quality samples, BIO CHÊNE VERT reserves the right to refuse to conduct the analysis. The client, duly informed, may submit a replacement sample. In the absence of instructions, BIO CHÊNE VERT may destroy substandard samples. Additionally, the analysis report may include comments or reservations if submission, deadline, or shipping conditions are not respected.

Analytical Method

For analyses covered by Cofrac Essais accreditation (see scope and sites at www.cofrac.fr, accreditation numbers: BVCV35: 1-6172; BVCV64: 1-5528; BVCV79: 1-6173; BVCV85: 1-7308; BVCV-LABOFARM Loudéac: 1-7231; BVCV-LABOFARM Ploumagoar: 1-7232; BVCV-AA Bio Vet Saint-Omer: 1-7388), BIO CHÊNE VERT uses analytical methods meeting client needs and regulatory requirements. Where regulation allows, accredited method options may be offered. Outside of a regulatory framework, if no method is specified by the client, BIO CHÊNE VERT reserves the right to select the most appropriate method, which will in all cases be communicated to the client.

3. DELIVERIES

Samples to be analysed must be sent to BIO CHÊNE VERT (see addresses below). The client or their designated carrier is responsible for any damage caused to the samples. BIO CHÊNE VERT shall not be held liable for sample deterioration or loss during transport.

4. PERFORMANCE OF ANALYTICAL SERVICES

Accredited and/or recognised analyses are carried out primarily at the site where samples are received, or on another BIO CHÊNE VERT site, unless otherwise specified by the client on the analysis submission form.

5. TIMEFRAMES

Analysis timeframes are provided for information purposes only, depending on BIO CHÊNE VERT's workload and assuming no force majeure disrupts the analysis. Exceeding such timeframes will not entitle the client to damages, penalties, or cancellation of the order.

BIO CHÊNE VERT commits to providing results within a timeframe that accounts for the technical constraints of the requested

analysis, the sample reception date, and organisational constraints (average timeframe given orally for reference only). If an unusually long delay occurs, BIO CHÊNE VERT will inform the client.

6. FORCE MAJEURE

BIO CHÊNE VERT may suspend or terminate all or part of the service in the event of force majeure or unforeseen circumstances such as strikes, adverse weather, accidents, or any external cause likely to halt or slow down service execution. The client will be informed accordingly and no compensation shall be owed.

7. RESULTS AND ANALYSIS REPORTS

For each completed service, BIO CHÊNE VERT will issue an analysis report detailing the results and any relevant comments. Measurement uncertainty is considered as needed when reporting results.

The accreditation mark is present on reports for all analyses performed in compliance with NF EN ISO/IEC 17025 and applicable standards under which BIO CHÊNE VERT is accredited. The reproduction of BIO CHÊNE VERT or LABOFARM logos or their accreditation mark is strictly prohibited. Any misuse will be reported to the Cofrac.

BIO CHÊNE VERT issues as many originals as there are designated recipients. An additional original is archived for 5 years by BIO CHÊNE VERT.

Only reports on BIO CHÊNE VERT letterhead sent by post or PDF reports (if a proof agreement or service contract is signed) are valid. No result may be disclosed to unauthorised persons.

Partial reproduction of reports is not recognised; results must be considered in full context. Only the complete, faithful copy of the report kept by BIO CHÊNE VERT shall prevail. In case of translation, only the French version is legally binding.

In accordance with Articles L. 223 of the French Rural Code, BIO CHÊNE VERT will report results related to notifiable and highly contagious diseases to the veterinary authority and relevant administration.

8. RESPONSABILITY

Goods entrusted

BIO CHÊNE VERT is responsible for the samples entrusted to it for analysis, from their reception until their removal for destruction by a carrier at the end of the conservation period requested by the client, in accordance with regulations or, in the

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absence of a regulation, for a duration defined by BIO CHÊNE VERT.

In the event of damage occurring before the analysis starts on the entrusted samples, BIO CHÊNE VERT's financial responsibility cannot exceed an amount greater than the price billed for the order during which the damage occurred.

Obligation of means

As a provider of analytical services, BIO CHÊNE VERT is only bound by an obligation of means and undertakes to perform or have performed the services ordered only on the samples actually provided by the client. BIO CHÊNE VERT's responsibility is limited to the analytical service for these samples. Therefore, BIO CHÊNE VERT does not take any commitment or responsibility regarding the possible extension of the analysis results to an entire production. The use of the analysis results is the responsibility of the client, who will take any measures deemed appropriate at their own discretion.

BIO CHÊNE VERT disclaims any responsibility for illegal use that may be made of the documents it issues.

9. SUBCONTRACTING

BIO CHÊNE VERT may subcontract all or part of certain analyses on a regular or occasional basis (due to unforeseen circumstances). The client expressly authorizes BIO CHÊNE VERT to subcontract the serotyping of *Salmonella* to a reference laboratory whenever necessary. For accredited analyses (excluding *Salmonella* serotyping), subcontracting is carried out on an **occasional only basis** by a laboratory itself accredited for such analyses. BIO CHÊNE VERT undertakes to immediately notify the client in writing of any measures taken. For all other analyses, BIO CHÊNE VERT undertakes to subcontract them, regularly or occasionally, to another laboratory complying as far as possible with the requirements of the NF EN ISO/IEC 17025:2017 standard. Unless otherwise expressly agreed, the client authorizes BIO CHÊNE VERT to select the subcontractors to be used. BIO CHÊNE VERT remains responsible to its client for the work performed by the subcontractor, except in cases where the client or an administrative authority has specified the subcontractor to be used.

10. COMPLAINTS

The laboratory makes its complaint handling process available to its clients upon simple request. Any BIO CHÊNE VERT personnel are authorized to record a written or verbal complaint. BIO CHÊNE VERT undertakes to process complaints as quickly as possible.

11. PRICING

The billing of analytical services is based on the current rates applied by BIO CHÊNE VERT at the time of the order or those contractually agreed upon. These rates, expressed in euros and excluding taxes, are defined for each analysis; they are available at the laboratory and upon request. Rates are subject to annual revision and may be updated during the year. As part of a contract, the client is informed of these changes.

12. PAYMENT – LATE PAYMENT OR NON-PAYMENT

Analytical services and sales of sampling equipment must be paid by check, bank transfer, or draft upon receipt of the invoice for any client without regular business activity, and within 30 days from the invoice date for clients with regular business activity. Invoices are payable in all circumstances at the laboratory's headquarters.

An invoice is considered settled when the amount shown is credited to the laboratory's bank account. No discount will be granted for early payment. Non-payment of a single invoice by its due date results in the immediate acceleration of all sums owed, making all BIO CHÊNE VERT claims, even those not yet due, immediately payable. From the due date, late payment interest shall accrue automatically at the legal interest rate multiplied by 1.5. In accordance with article 1226 of the French Civil Code, in the event of default by the debtor, amounts recovered through litigation will be increased, in addition to late interest, by a fixed indemnity of 1.5% of the amount due. Furthermore, in case of non-payment by the due date, BIO CHÊNE VERT reserves the right to suspend the execution of other services ordered by the same client, without prejudice to any claims for damages, if applicable.

13. TERMINATION

If either party fails to fulfill its obligations and does not remedy this failure within 2 weeks after formal notice has been sent by the other party, the latter may, without

prejudice to any other action, immediately terminate its own contractual commitments. Common law will then apply.

14. CONFIDENTIALITY

BIO CHÊNE VERT staff are contractually bound to professional secrecy regarding client information, samples, requests, and analysis results. Confidentiality of any sample received by BIO CHÊNE VERT as well as any analysis report is ensured solely within the laboratory. BIO CHÊNE VERT agrees not to disclose to third parties, without prior consent from the client, any information concerning the work entrusted to it. BIO CHÊNE VERT also undertakes to handle information obtained from sources other than the client confidentially and to protect the confidentiality of the source of such information unless the source agrees otherwise. However, the laboratory reserves the right to disclose information upon request by regulatory authorities or following a judicial or administrative decision. In such cases, the client will be informed of the disclosed information unless prohibited by law.

If it has been agreed that one or more client representatives may attend the analyses, they must comply with the rules in place to safeguard professional secrecy within the laboratory.

15. DISPUTE RESOLUTION

It is expressly agreed between BIO CHÊNE VERT and the client:

- that the Commercial Court of Rennes shall have exclusive jurisdiction in the event of any dispute of any kind, dispute, or difficulty in interpreting these general terms and conditions and, more generally, concerning the relations between the parties, unless BIO CHÊNE VERT prefers another competent jurisdiction;
- that French law alone shall apply;
- that this clause applies even in the event of summary proceedings, incidental claims, or multiple defendants.

If these general terms and conditions are translated into a foreign language, the French version shall prevail over any other translation in case of a dispute, litigation, or difficulty in interpreting or implementing the general terms and conditions and, more generally, concerning the relations between the parties.

Jean Louis PINSARD for BIO CHÊNE VERT
For immediate application, on 04/09/2024.