

Article 1 – General Information

The present general terms and conditions of sale apply for services which appear in the GEVES price list (Variety and Seed Study and Control Group), public interest group governed by the constitutive convention of July 17, 1989, having made the object of an approval order dated July 17, 1989 and its modified constitutive convention of April 17, 2014 whose head office is located 25 rue George Morel, CS 90024, 49071 Beaucozéd Cedex FRANCE.

The main official missions of GEVES are to conduct studies or analyses of:

- characterization and/or identification of varieties,
- agronomic quality of varieties,
- physical, physiological and sanitary control of seed.

Article 2 - Object and field of application

The analyses carried out within the framework of any order are in accordance with the present general terms of sale.

The placing of an order implies full acceptance of these general terms of sale which prevail on any other document of the customer, unless otherwise agreed between the customer and GEVES.

Geves reserves itself the right to modify the present general terms of sale.

Article 3 - Orders

3-1) Order taking

The orders are definitive only when the present general terms of sale are fully accepted by the legal representative of the customer or any person duly appointed for that purpose.

The customer has to respect the terms of the supply of material described in the GEVES price list.

3-2) Modification of the order

The terms of the orders transmitted to GEVES are irrevocable for the customer, except written acceptance from GEVES. On this assumption, GEVES will not be held anymore by the deadlines agreed upon at the moment of the initial order.

3-3) Refusal of order

If a customer places an order to GEVES, without having carried out the payment of preceding orders despite reminder from GEVES, GEVES can repudiate the order, without the customer being able to claim any allowance, whatever the reason. GEVES reserves itself the right to refuse any order.

Article 4 - Delivery of the results

4-1) Delivery time

The delivery time of the results are given only on a purely informative and indicative basis; those depending in particular on arrival of the orders, the respect of the conditions of preparation of the samples sent by the customer (weight, number, packing for example), request for more information, or complementary analyses. For each service, useful information is available on the GEVES website (www.geves.fr). In any assumption, the delivery within the deadlines can intervene only if the customer is up to date of his obligations with GEVES.

GEVES shall endeavor to meet agreed deadlines with the customer.

Delays of delivery of results cannot lead to any penalty or allowance, nor to justify the cancellation of the order.

4-2) Terms

The delivery of the results is made by paper form or by electronic way.

4-3) Complaints

The complaints are to be forwarded to the customer service of GEVES whose contact appears in the GEVES price list. GEVES acknowledges to the customer the receipt of the complaint, registers it, analyzes it to decide on an appropriate treatment and guarantees its implementation as soon as possible. GEVES shall inform the plaintiff of the progress of the claim. At the end of the processing of the complaint, the conclusions are notified to the plaintiff.

Article 5 - Return

Except explicit indication of the customer validated by the customer service of GEVES whose references are indicated on the GEVES price list, no material submitted for analysis will be returned to the customer.

Article 6 - Guarantee - Liabilities

6-1) Scope

GEVES provides services. As such, GEVES is under the obligation of best effort. It could not be held responsible for non-satisfactory results from the point of view of the customer, for causes of which it does not have the control. GEVES will have, if necessary, to issue reserves on the results.

6-2) Exclusions

If the elements provided by the customer do not allow the fulfillment of the ordered service, GEVES will inform the customer. If this situation persists, the liability of GEVES could in no way be required.

In particular, GEVES could not be held responsible for sampling (except for Orange ISTA Certificates for which GEVES is responsible for sampling), the collecting, the conditioning and the transport of the samples, which is the customer's entire liability. Moreover, the samples received at GEVES shall be in good condition of conservation and shall not present identified risk for the staff of GEVES or for the environment. When a phytosanitary treatment has been applied, the customer shall inform GEVES.

The customer waives all right to take any action against GEVES for all losses or all direct or indirect damages resulting from the services, as well as in the situation where the services of GEVES would be unsuitable for the uses of the customer.

Article 7 - Tariff - Price

The rates applied to the orders are those indicated in the GEVES price list, unless particular conditions negotiated with GEVES.

Any order made on the basis of a quotation established by GEVES will be taken into account only after signature of the quotation, by the legal representative of the customer or any

person duly elected for that purpose.

Prices are indicated exclusive of VAT, based on current rates and will be increased by current taxes of all types on the invoicing date.

Amounts are indicated in Euros. Payments should be made in Euros.

The transport fees of the samples provided to GEVES for analysis are always at the charge of the customer.

Article 8 - Invoicing

Any order, even if it is cancelled during the execution of the service, will give rise to an invoice. Elements of identification of the customer and ordered services are indicated on the invoices. The customer service of GEVES whose references appear in GEVES price list can be contacted for any question related to the invoice.

Article 9 - Payment

9.1) – Time for payment

The maximum payment time is 60 days from the date of emission of the invoice.

9.2) – Terms

The payments shall be made:

- by French postal or bank check or credit or postal transfer addressed to: GEVES, 25 rue George Morel, CS 90024, 49071 Beaucozéd Cedex FRANCE
- by signed and accepted draft or promissory note.

GEVES does not authorize any discount for cash payment or on a former date to those resulting from these general terms of sale.

9.3) - Delay of payment

Any sum still not paid at the due date by the customer will give rise to the payment of penalties at the rate of the European Central Bank plus 10 points and a lump sum of 40 Euros for recovery costs in compliance with Decree n° 2012-1115. These penalties are payable automatically without prior notice from GEVES on the date following the due date. Moreover, GEVES reserves itself the faculty to apply to the competent court of law to stop this non-fulfillment, under penalty per day of delay.

Article 10 - Confidentiality - Rights of ownership

GEVES guarantees the confidentiality of the results of analysis, unless the detection of a quarantine pathogen. Under such circumstances, GEVES has to communicate immediately to the qualified services of the ministry in charge of agriculture all information relating to the material in which the quarantine pathogen was identified.

This exception also applies to other situations, such as the detection of fortuitous presence of GMO, if the regulation in force imposes to GEVES to communicate information to the qualified services of the French State.

The results provided by GEVES can in no way being modified, reproduced or diffused even in a partial way, to third party, without the preliminary authorization of GEVES. Duplicates can be obtained on request at the customer service of GEVES whose references are indicated on GEVES price list.

Article 11 - Personal data

For any processing of personal data carried out in connection with this Quotation, the Parties shall comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as transposed into French Law No 2018-493 of 20 June 2018.

Each Party represents and warrants to the other Party that it will strictly comply with GDPR for any processing of personal data in connection with this Quotation.

Personal data collected and processed by the Parties in the context of this contractual relation are necessary for its execution (legal basis). They are kept for a period of 10 years (retention period) from the date of the end of the Quotation.

Article 12 – Agreement of proof

In accordance with Articles 1316-1 to 1316-4 of the Civil code, documents in electronic form are admitted as evidence in the same way as paper-based documents.

The Parties expressly agree that this Quotation concluded in electronic form and signed in a dematerialized way, as well as the documents relating to it:

- Constitute the original documents ;
- Are drawn up and kept under conditions that guarantee their integrity ;
- Are perfectly valid between them. As such, the Parties undertake not to challenge the validity, enforceability or probative value of this Quotation and the documents relating to it on the basis of their conclusion or transmission by electronic means ;
- Constitute written evidence within the meaning of the aforementioned Articles 1316-1 to 1316-4 of the Civil Code. Thus, this Quotation concluded by electronic means is deemed to be evidence of the content of the Quotation, of the identity of the signatories and of their consent to the obligations arising from the Quotation.

Article 13 - Force majeure

The emergence of a case of force majeure causes the suspension of the execution of the obligations of GEVES.

Article 14 - Attribution of jurisdiction

For all disputes relating to the services carried out by GEVES, including those relatives to the interpretation of the general terms of sale, the jurisdictions of Angers shall be qualified.

Article 15 - Applicable law

The present general terms of sale, and any question which it would omit to treat, shall be exclusively governed by the French law.

By appending his signature on the Quotation, the customer:

- recognizes and accepts without reserve the present general terms of sale and that those will apply to all the further orders until communication of new general terms of sale by GEVES,
- declares that he has read and accepts them,
- waives its own purchasing conditions.