GENERAL CONDITIONS OF SALE
OF INSTITUT PASTEUR'S BIOLOGICAL RESOURCES CENTER
(CRBIP)

1. The purchaser represents that it agrees unreservedly to these General Conditions, which may not be departed from except by a written document signed by Institut Pasteur. These General Conditions prevail, in particular, over both Institut Pasteur's own general conditions and the purchaser's general conditions of purchase, enforcement whereof being waived by said purchaser when ordering from Institut Pasteur.

2. Orders for strains, materials, or services placed with Institut Pasteur's Biological Resources Center (CRBIP) shall only become final following acceptance by Institut Pasteur.

3. All strains, materials, or services supplied by CRBIP are deemed to be sold, taken, accepted, and payable at 28 rue du Docteur Roux, Paris 15, France. Shipping is at the consignee's risks and expenses, unless otherwise stated in a special provision previously approved in writing by Institut Pasteur. Institut Pasteur's liability shall under no circumstances exceed replacing or refunding any defective delivery.

4. Delivery times are given for information purposes only and any delay, whatever the causes, extent, and consequences thereof, shall not entitle the purchaser to claim damages by reason of such delay, unless otherwise stated in a special provision previously approved in writing by Institut Pasteur.

5. Claims in relation to lyophilized strains are to be submitted within one (1) month of delivery date. Claims in relation to frozen strains are to be submitted within eight (8) days of delivery date. With respect to services, claims are to be submitted within eight (8) days from the performance.

6. The firm and final price is as contained in Institut Pasteur's price list or quoted on the basis of indices known on the day of delivery, or negotiated among the parties, as the case may be. Said price shall, where applicable, be increased by service charges calculated on the net amount. Offers by letter oblige Institut Pasteur only to an immediate reply. The initial price may be revised if changes are made in an order after its acceptance.

7. Invoices are payable within thirty (30) days of invoicing date.

8. No discount shall be granted for early payment.

9. Where the principal and interest of any payment are not paid on the due date thereof, the amount in principal and interest of the balance owed shall become payable forthwith to Institut Pasteur within eight (8) days of a formal notice to pay, given and not acted upon, under the express proviso that the transaction may be resolved automatically without the need for court proceedings.

In the event of any delays in payment, the payable sums shall automatically bear interest at the rate applied by the European Central Bank (ECB) to their latest refinancing operation plus ten (10) percentage points, unless otherwise provided – in which case, however, the rate may not be less than three (3) times the legal interest rate. Moreover, any and all damages incurred by Institut Pasteur as a result of such delay, including in particular currency exchange losses, shall be borne by the purchaser.

10. Invoices are usually set up in Euros. For transactions in foreign currency, the purchaser shall, on the date of payment, owe the equivalent value in Euros of the invoiced amount, at the then current rate of exchange in Paris, with all exchange charges to be borne by the purchaser.

11. Physical ownership of the sold products shall not pass to the purchaser until after fulfillment by the purchaser of its obligation to pay the firm and final price thereof.
12. The purchaser warrants that CRBIP strains and materials shall solely be used for internal research purposes. Accordingly, the purchaser agrees not to use same commercially and/or as part of a research cooperation with or of services provided to any third party in exchange for payment. The purchaser further agrees not to transfer, distribute, or make CRBIP strains and materials available to third parties without the prior written consent of Institut Pasteur.

Under no circumstances may CRBIP strains/materials be incorporated into food and/or pharmaceutical products or be used on human subjects, for clinical trials, for clinical diagnoses, or in other than laboratory-confined animals or plants.

13. The purchaser shall not claim any proprietary right to the materials/strains supplied by CRBIP or any derivatives, progeny, or modifications thereof. Institut Pasteur shall be promptly notified of any invention by the purchaser, relating to the use of materials/strains supplied by CRBIP or any derivatives, progeny, or modifications thereof, for the purpose of agreeing in good faith on the strategy to be implemented as regards protection and exploitation, taking third party rights into account.

14. The purchaser shall, prior to any publication, submit to CRBIP a copy of the relevant manuscript. CRBIP has to be mentioned in all publications or presentations, as co-author or in the form of an acknowledgement of its contribution as the case may be. The CIP or CRBIP strain number has to be mentioned in all publications or presentations.

15. Institut Pasteur gives no guarantee of any nature, express or implied, in particular but without limitation as to the viral safety and uncontaminated condition of CRBIP strains and materials. Nor does Institut Pasteur give any guarantee as to the fitness thereof for a particular use, or that such use will not infringe any third party’s rights.

16. Institut Pasteur shall under no circumstances be held liable in the event of the purchaser’s failure to comply with applicable laws, rules and regulations. The purchaser hereby accepts liability for any risks, damages, or responsibilities in connection with the receipt, use, and storage of strains and materials supplied by CRBIP.

17. The purchaser warrants to Institut Pasteur that it shall comply with all applicable laws, regulations, standards, including but not limited to such as those governing working conditions, employment, health & safety, environmental friendliness (in particular as far as handling, holding, and keeping of genetically modified organisms-GMOs and highly pathogenous microorganisms and toxins-MOI's is concerned). The purchaser accepts that Institut Pasteur may perform audits to check that it so complies. Any lack of compliance on the purchaser’s part shall result in its relationship with Institut Pasteur being terminated forthwith.

18. The purchaser warrants to Institut Pasteur that the use of the items delivered to it by Institut Pasteur for the performance of a specific purpose is free of any legal constraints, and to the best of the purchaser’s knowledge does not infringe any third party’s rights.

19. The purchaser acknowledges maintaining adequate coverage for its liability with an insurance company in good standing.

20. No use may be made, including as a commercial reference, of the names “Pasteur” and “Institut Pasteur”, or of the Institut Pasteur logotype, and more generally of any trade name or trademark which is the property of Institut Pasteur. No written or oral communication, no publication relating to the order or the contents thereof may be made without the prior written consent of Institut Pasteur.

21. French law applies to the exclusion of any other laws. Any disputes arising out of or in connection with the validity, performance, construction or termination of these General Conditions of Sale shall be referred to the Commercial Court of Paris, France, which shall alone have jurisdiction, without consideration of the number of defendants involved.