

# **GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES, TESTS AND ASSAYS PERFORMED FOR A FEE BY THE FRENCH AGENCY FOR FOOD, ENVIRONMENTAL AND OCCUPATIONAL HEALTH & SAFETY**

## **Article 1 – Scope**

These General Terms and Conditions shall apply to all services, tests and assays listed in the catalogue of service fees of the French Agency for Food, Environmental and Occupational Health & Safety, hereinafter referred to as "ANSES", and performed by its departments for the benefit of any third party hereinafter called the "Co-contractor".

## **Article 2 – Orders – Changes**

Any order placed by the Co-contractor implies unreserved acceptance of these General Terms and Conditions of Sale.

ANSES reserves the right to make its acceptance subject to the prior payment of a deposit, the amount of which may be up to 50% of the total cost of the quoted price.

Any modification of services, tests or assays being performed at the request of the Co-contractor or by ANSES must be formalised by a service contract including, in particular, the effects on prices and delivery dates.

## **Article 3 – Delivery**

Delivery shall consist in sending the results to the Co-contractor.

Delivery dates shall be specified in the order. However, they may be extended in the event of:

- additional information being requested by ANSES from the Co-contractor for the successful completion of work,
- changes to the original request, made by the Co-contractor,
- fair grounds.

## **Article 4 – Obligations of the parties**

### **4.1 Obligations of ANSES**

ANSES accepts no responsibility for a scientific result that does not conform to the expectations of the Co-contractor.

ANSES accepts no responsibility, especially for:

- damage caused by products still stored on its premises past the deadline set by ANSES to the Co-contractor for removing them;
- damage due to the failure by the Co-contractor to meet its obligations;
- faults and damage caused by natural wear or by an external cause (including inclement weather), or by a specific feature of the product not provided for nor indicated by the Co-contractor;
- damage caused to or by the products submitted for assay;
- immaterial damage such as loss of orders, loss of profits and, more generally, any commercial disruption or the consequence of any legal action against the Co-contractor by a third party following the results provided by ANSES;
- any intrinsic characteristics of the product that make it impossible to perform all or part of the assay, test or expert appraisal.

Under no circumstances shall the results returned by ANSES constitute approval endorsement of the product assayed.

ANSES is not responsible for any use of the results by the Co-contractor that would have the effect of deceiving third parties.

ANSES undertakes to observe business secrecy regarding the work and the results obtained. However, in application of the right of access to administrative documents and in light of its duty to provide information, ANSES reserves the right to communicate to the competent authorities any result or any other information obtained if deemed necessary to prevent or control risks to human, animal or plant health, in particular, in accordance with the provisions of Article L 201-7 of the French Rural and Maritime Fishing Code.

Similarly, since ANSES is certified and accredited for some of these activities (cf. § 4.2), it is subject to audits. In this context, ANSES ensures that auditors act in adherence to confidentiality rules.

## **4.2 Obligations of the Co-contractor**

Whatever the result transmitted by ANSES, the Co-contractor shall pay the full amount of the agreed price.

Under no circumstances may the Co-contractor exploit, for commercial or promotional purposes, the fact that ANSES, in one way or another, worked with it.

As ANSES has been accredited by COFRAC for carrying out analyses and organising inter-laboratory proficiency tests, the Co-contractor may only refer to this accreditation by reproducing the full analysis report or proficiency test report and by no other means. The list of accredited ANSES sites and the scope of these accreditations are available on the COFRAC website ([www.cofrac.fr](http://www.cofrac.fr)).

## **Article 5 – Prices – Terms of Payment**

The price, excluding tax, of the services performed by ANSES is indicated in the quote attached to these General Terms and Conditions.

This price has been established by reference to the rate applied by ANSES on the order date and shall be increased by the value-added tax (VAT) in force at the date of invoice.

ANSES shall issue an invoice that it sends to the Co-contractor. This invoice shall be payable within 30 days.

Invoices are payable by bank transfer or by cheque made out to the Agent Comptable (accounting officer).

In the event that the services should be interrupted, the Co-contractor undertakes to pay ANSES the sums due for the services already performed on a pro rata basis.

## **Article 6 – Ownership of the results**

The Co-contractor is the exclusive owner of the results, after payment of the sums mentioned in Article 5.

Nevertheless, ANSES may use them:

- internally, especially for purposes of statistical or comparative studies, to meet its own needs for research, risk assessment, or for its programmes;
- externally, subject to the express authorisation of the Co-contractor, and with due respect for business secrecy.

ANSES shall remain the owner of the knowledge and know-how used, which are not in any way transferred as part of the services performed at the request of the Co-contractor.

## **Article 7– Publication**

The use by the Co-contractor of the name "*Agence nationale de sécurité sanitaire de l'alimentation, de l'environnement et du travail*" (French Agency for Food, Environmental and Occupational Health & Safety) or of the acronym ANSES, is prohibited unless expressly authorised. Any failure to comply with this provision shall render the Co-contractor liable and give rise to a claim for damages.

In respect of Article 4.1, ANSES reserves the right to publish material relating to the services, tests, and assays carried out.

The undertaking by ANSES to adhere to these General Terms and Conditions is strictly limited to the purpose of this service. The results provided to the Co-contractor should therefore in no way be taken to represent the results of a subsequent application to ANSES for Marketing Authorisation (MA) or for any other administrative authorisation in which ANSES may be involved in the context of its missions.

## **Article 8 – Delivery and return of products left in the care of ANSES**

The products shall be delivered to the ANSES laboratory responsible for performing the services, assays or tests, at the expense of the Co-contractor. Products from abroad shall be delivered with a customs document certifying compliance with customs legislation.

Unless otherwise specified by the Co-contractor, ANSES shall decide the conditions for the storage and return of the products entrusted to its care. ANSES may retain and reuse products sent for assay for its own needs. Any material derived from the products, whether obtained by reproduction, copy or extraction, shall be the property of ANSES.

## **Article 9 – Data protection**

ANSES and the Co-contractor undertake to comply with the applicable legislation on the protection of personal data and respect for privacy, and in particular Regulation (EU) 2016/679 of 27 April 2016 applicable from 25 May 2018 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as the French Data Protection Act No. 78-17 of 6 January 1978, as amended.

In the event that the Co-contractor is required to process personal data on behalf of ANSES, a specific contract shall be signed and appended to these General Terms and Conditions. This contract shall define the purpose, duration, nature and aim of the processing operation, the type of personal data processed and the categories of people concerned, as well as the rights and obligations of ANSES and the Co-contractor.

## **Article 10 – Applicable law – Disputes**

Only French law shall be applicable for the interpretation of these General Terms and Conditions, regardless of the location of the headquarters of the Co-contractor.

In the event of difficulty concerning, in particular, the execution, the validity, the termination or the interpretation of these General Terms and Conditions, the parties shall endeavour to resolve their dispute amicably.

In the event of persistent disagreement, the matter shall be submitted to the court with competent jurisdiction over the headquarters of ANSES.

The purchase order implies acceptance of these General Terms and Conditions.