

General terms and conditions of sale as of 01 August 2023

ARTICLE 1 - Scope of application

The present General Sales Conditions (the "**GSC**") constitute, in accordance with article L 441-16 of the French Code of Commerce, the unique basis of the commercial relationship between the parties. Their purpose is to define the conditions under which ACM PHARMA provides professional Customers (the "**Customer(s)**") or (the "**Instructing party(ies)**") who request from ACM PHARMA, directly or via a written mean, the performance of services and work, studies, analyzes, files and consulting, expertise or training interventions (the "**Services**").

Such GSC apply, without restriction or reserve, to all Services rendered by ACM PHARMA to Customers of the same category, regardless of the clauses that may appear in the Customer's documents, and in particular its general terms and conditions of purchase. The GTC are fully agreed and accepted by the Customer who declares and acknowledges having perfect knowledge of them, and thus renounces to take advantage of any contradictory document and, in particular, its own General Terms and Conditions of Purchase which will be unenforceable against ACM PHARMA. In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Customer upon request, in order to enable the said Customer to place an order with ACM PHARMA.

Any order for Services implies acceptance by the Customer of these General Terms and Conditions of Sale.

ARTICLE 2 - Orders

2-1. Sales of Services shall only be completed after the establishment of a quotation (the "**Quotation**"), acceptance and signature of the Quotation by the Customer, and/or a Purchase Order containing (i) certain specifications of the Services to be performed and (ii) the associated Prices, written acceptance of the Customer's order (the "**Purchase Order**") by ACM PHARMA. The Customer is responsible for the conformity of the information communicated to ACM PHARMA for the establishment of the Quotation and the provision of the Services.

2-2. Any changes to the Order requested by the Customer shall be taken into account, within the limits of ACM PHARMA's possibilities, if such changes are notified in writing (email, amendment or purchase order). Any change in the Order shall be subject to the signature by the Customer of an Addendum to the Purchase Order, including any price adjustment (the "**Addendum**").

2-3 In the event of cancellation of the Order by the Customer after acceptance by ACM PHARMA, for any reason whatsoever except force majeure, the payments as defined in the article "Payment Conditions" of these GTC of Sale shall be automatically acquired by ACM PHARMA and shall not give rise to any refund.

ARTICLE 3 - Quote

The period of validity of the Quotation issued by ACM PHARMA is indicated on the Quotation itself. Unless otherwise specified in the Quotation, its period of validity is three (3) months from its issuance by ACM PHARMA.

The Services are provided at ACM PHARMA's rates in force on the day the Order is placed, according to the Quotation previously drawn up by ACM PHARMA and accepted by the Customer, as indicated in the Article "Orders" above.

Prices are expressed in euros and are net and without discount, exclusive of tax and increased by the VAT rate applicable on the dates of issue of the invoices.

All local or national sales, use, indirect contribution, value added taxes, and any income or other taxes, levies or charges of any kind imposed by any government or public authority, applicable to the Products or to the manufacture, sale, delivery, shipment or use thereof (the "**Taxes**"), but excluding any taxes payable by ACM PHARMA based on its income, shall be added to the purchase price and paid by Customer.

An invoice shall be drawn up by ACM PHARMA and delivered to the Customer at the time of each provision of Services, or as the case may be, according to the progress of the provision of the Services.

The conditions for determining the cost of the Services whose price cannot be known a priori or indicated with accuracy, as well as the method of calculating the price enabling the latter to be verified, will be communicated to the Customer or will be the subject of a detailed Quotation, at the Customer's request in accordance with the provisions of Article L 441-16, III of the French Code of Commerce.

ARTICLE 4 - Terms and conditions of provision of the Services

4.1. Upon receipt of the Purchase Order under the conditions defined in Article 2 hereabove, ACM PHARMA shall provide the Services according to the rules of the trade and within the framework of : (i) these GTC, (ii) the specifications, or the study protocol or the Customer's specific instructions, (iii) the offer specified in the Purchase Order and, if applicable, in the Quotation signed as a Purchase Order, (iii) the quality standards (GMP, ISO 17025) if contractually defined, (iv) the provisions described in ACM PHARMA's Quality System, which can be consulted at ACM PHARMA's head office during audits.

4.2. The Customer undertakes to provide, in writing, to ACM PHARMA, all information concerning the risks related to the handling or storage of the products sent to ACM PHARMA within the framework of the provision of the Services and which may present a risk for the safety of its personnel and the integrity of its equipment and premises.

4.3. The samples and products necessary for the provision of the Services shall be sent at the expense and under the responsibility of the Customer in sufficient quantity to perform two analyzes. They shall be delivered to ACM PHARMA properly labeled and in a suitable container. An accompanying letter shall contain the information necessary for the control upon receipt: nature, quantity, batch number, storage conditions and, if applicable, information on safety of use. The Customer is responsible for the representativeness of the sample sent for the provision of the Services ordered.

4.4. Reception of samples and products shall take place at ACM PHARMA's address from Monday to Thursday from 8:00 am to 6:00 pm, on Friday from 8:00 am to 5:00 pm and on Saturday from 8:00 am to 12:00 pm. In the absence of written information from the Customer specifying the particular storage conditions, the products are kept at room temperature.

4.5. Unless otherwise ordered in writing by the Customer and invoiced for storage, ACM PHARMA shall destroy the remaining samples and products: after analysis for water samples, after a storage of one (1) month if samples for microbial identification and one (1) month for other products and samples (room temperature, refrigerated and frozen), after the provision of Services. The Customer shall bear the full cost of such destruction, including in the event that a change in the regulatory framework (e.g. on hazardous waste) results in additional destruction costs. However, and upon express written request from the Customer concerning the return of samples or products (the "**Returns**"), the delivery of the Returns will be made to the address indicated by the Customer by delivery, in the premises of ACM PHARMA to a shipper or a carrier, the Returns travelling at the risk of the Customer. The latter, who is responsible for checking their condition at the time of delivery, recognizes that it is the carrier's responsibility to deliver the Returns, ACM PHARMA being deemed to have fulfilled its delivery obligation when the Returns accepted by the carrier without reservation are handed over to the carrier. Therefore, the Customer has no warranty claims against ACM PHARMA in case of non-delivery of the Returns, nor for damages occurring during transport or unloading. The costs of preparing the return shipment and transport will be invoiced in addition.

4.6. The results of the Services are communicated in the form of reports, analysis reports, minutes or files drawn up in the name of the Client on ACM PHARMA letterhead documents, in electronic format. The dematerialized analysis report, protected by password, is the complete certified copy of the original paper analysis report. The electronic analysis report, like the paper document, cannot be modified, all modifications constitute falsification. In the event of a dispute, only the electronic version held by ACM Pharma will be the reference. Upon simple request from the Order Giver, ACM PHARMA may send him a hard copy of the test report.

4.7. Ancillary costs:

4.7.1. The ancillary costs are indicated in the Quotation: (i) costs of participation in the management/destruction of waste, (ii) specific treatment of samples (CMR type toxic or antimicrobial treatment), (iii) management of psychotropic drugs/substances, (iii) return of sample, cooler, room temperature probe, (iv) retrieval of an archived report for duplication, (iv) pooling of samples and specific preparation or others if necessary.

Any specific purchase necessary for the provision of the Services, such as: reference substances, microbial strains, specific reagents, insurance surcharges, etc., will give rise to additional invoicing, possibly increased by a minimum flat rate for postage and administrative costs, this amount may be adapted according to the nature of the supply and will then be specified in the Quotation submitted for the Customer's prior acceptance.

4.7.2. Copies of raw data from a study, at the Customer's request, will be subject to an additional charge as set out in the Quotation. Additional reports translated into English will incur an additional charge as set out in the Quotation.

4.7.3. Good Manufacturing Practice ("**GMP**") studies require a basic investigation of an Out of Specification Result ("**OOS**") ("**Routine Investigation**"). Any additional and specific investigation carried out at the Customer's request beyond the Routine Investigation will be invoiced in addition at the unit amount indicated in the Quotation.

4.8. Archiving or De-archiving: An archive of the original raw data of the study for 10 years from the date of sending the Results is included in the Quotation. The archives are kept on the ACM PHARMA site or outsourced to a service provider referenced by ACM PHARMA Quality Assurance. At the end of this period, these data will be destroyed after a notification and request for agreement from the Customer (without return from the Customer within one month, the data will be automatically destroyed). If the Customer wishes to recover the archived raw data, it will have to contact ACM PHARMA before the end of the archiving period in order to fix the return modalities. The return costs at the end of the study or the archiving period will be fully paid by the Customer.

4.9. The Services requested by the Customer shall be provided within the timeframe set out in the Order form corresponding to the Quotation, duly signed (the "Timeframe"). This deadline does not constitute a strict deadline and ACM PHARMA shall not be liable for any delay in the provision of the Services. ACM PHARMA shall not be held liable in the event of delay or suspension of the provision of the Services attributable to the Customer, to a third party (supplier or other) or in the event of force majeure.

4.10. In the event of a particular request from the Customer modifying the conditions of supply of the Services, duly accepted in writing by ACM PHARMA, the costs related thereto shall be the subject of a specific additional invoicing, upon Quotation or amendment to the existing Quotation accepted by the Customer.

4.11. ACM PHARMA reserves the right, during the course of the provision of the Services, to apply an adjustment to the prices indicated in the Quotation equal to the consequences generated by: (i) the appearance of particular properties of the samples, unknown at the time the Quotation is drawn up; (ii) the entry into force or modification of any regulation or recommendation binding on ACM PHARMA; (iii) and more generally in the event of the occurrence of any event unforeseen at the time the Quotation is drawn up which would be binding on ACM PHARMA.

In such cases as referred to above, ACM PHARMA will send the Customer an Amendment to which the relevant proof will be attached, in accordance with the provisions of article 2-2 above.

4.12. In the event that ACM PHARMA is prevented from providing all or part of the Services for any reason whatsoever beyond its control, including the cancellation of the Order by the Customer or the non-performance by the Customer of any of its obligations, the Customer shall pay ACM PHARMA the amount of any non-refundable expenses incurred, including any mobilization of resources, reservation of means or other, increased by the fraction of the price agreed upon equal to the part of the Service(s) actually performed.

4.13. ACM PHARMA shall have the possibility to subcontract part of the provision of the Services to other companies. In the case of Services falling under GMP or ISO standards, such subcontracting shall be carried out after prior written agreement from the Customer, ACM PHARMA remaining fully responsible for the full and complete performance of the subcontracted obligations and the application of the confidentiality clause.

ARTICLE 5 - Terms of payment

5.1. Settlement times

The price is payable by check or bank transfer in full and in one installment within thirty (30) days of the date of invoice, unless otherwise agreed in the Quotation and confirmed in the Purchase Order.

5.2. Penalties for delay

5.2.1. In the event of late payment and payment of sums due by the Customer beyond the deadline set out above, and after the payment date appearing on the invoice sent to the Customer, in accordance with the provisions of article L 441-6, al 8441-10 of the French Code of Commerce, late payment penalties calculated at the refinancing rate of the European Central Bank (ECB) increased by 10 points of the amount (including tax) of the price of the Services appearing on the aforementioned invoice, shall be automatically and by operation of the law due to ACM PHARMA, without any formality or prior formal notice.

5.2.2. In addition to these late payment penalties, a fixed indemnity for collection costs of €40 excluding VAT and, if applicable, any additional indemnity shall be added.

5.2.3. Late payment shall result in the immediate payment of all sums owed to ACM PHARMA by the Customer, without prejudice to any other action that ACM PHARMA may be entitled to take against the Customer in this respect.

5.2.4. In the event of non-compliance with the above payment conditions, ACM PHARMA further reserves the right to cancel the provision of the Services ordered by the Customer, to suspend the performance of its obligations and to cancel any discounts granted to the Customer.

5.2.5. It is expressly agreed that no delay in payment shall be attributable to any dispute concerning an Order after the thirty (30) day complaint period provided for in Article 6.6 below.

5.3. Lack of compensation

In accordance with the provisions of Article L442-6-I-8° of the French Code of Commerce, unless ACM PHARMA has given its express, prior and written consent, and provided that the reciprocal claims and debts are certain, liquid and due, no compensation may be validly carried out by the Customer between any penalties for delay in the provision of the ordered Services or non-compliance with the order, on the one hand, and the sums owed by the Customer to ACM PHARMA for the purchase of the said Services, on the other.

ARTICLE 6 - ACM PHARMA's liability - Warranty

6.1 ACM PHARMA is insured for its civil liability with a solvent insurance company.

6.2. The Customer undertakes to subscribe all necessary insurance to cover its liability incurred by the provision of the Services.

6.3. ACM PHARMA's interventions as well as the results communicated to the Customer in the context of the provision of the Services shall never and in any manner release the Customer from its obligations with regard to the legal or regulatory requirements to which it is subject.

6.4. The results of the Services performed by ACM PHARMA are exclusively intended for the Customer (except for explicit or implicit legal or regulatory obligations). They shall not, in any manner, except in the event of serious proven misconduct from ACM PHARMA, engage ACM PHARMA's responsibility with regard to the industrial or commercial consequences that may result therefrom.

6.5. As part of the obligation of means to which it is bound, in accordance with legal provisions, ACM PHARMA guarantees the Customer against any lack of conformity of the Services and any hidden defect, resulting from a defect in the design or supply of the said Services, to the exclusion of any omission, negligence or fault of the Customer.

6.6. In the absence of reservations or complaints expressly made by the Customer upon receipt of the Services, the latter shall be deemed to comply with the order, in terms of quantity and quality. The Customer shall, under penalty of forfeiture of any action relating thereto, within thirty (30) days from the provision of the Services, submit such reservations or claims in writing to ACM PHARMA, together with all related supporting documents. No claim shall be validly accepted in the event of non-compliance with these formalities and deadlines by the Customer.

6.7. ACM PHARMA's liability can only be incurred in the event of proven fault or negligence and its obligation to compensate is limited to direct damage to the exclusion of any indirect damage of any nature whatsoever. In any case, ACM PHARMA's guarantee is limited to the amount paid by the Customer for the supply of the Service subject to the dispute.

6.8. The Customer expressly waives any other recourse against ACM PHARMA and guarantees that its insurers will respect the equivalent waiver.

6.9. All claims against ACM PHARMA shall be barred after a one (1) year period from the date of the invoice for the provision of the Services.

ARTICLE 7 - Confidentiality - Security

The Parties undertake to respect the provisions set out in this Article.

7.1 Confidential information

The term "**Confidential Information**" refers in particular to all documents, information, results or data of a technical, scientific, commercial or financial nature and, more generally, to all information exchanged by any means between the Parties during the performance of the Services.

7.1.1. ACM PHARMA undertakes not to disclose, without Customer's prior agreement, all or part of the information, documents or results obtained concerning the work entrusted to it. ACM PHARMA shall ensure that its personnel respect this confidentiality commitment.

7.1.2. Unless specifically stated otherwise by the Customer, the Customer agrees to be included in ACM PHARMA's reference lists.

7.2. Exceptions

Each Party may freely disclose information which: (i) was publicly available prior to or subsequent to its disclosure, but through no fault of its own; (ii) was lawfully received from a third party; (iii) was in its possession prior to the conclusion of the Agreement; and (iv) was developed independently and in good faith by members of its staff who did not have access to the Confidential Information

7.3. Obligations of the Parties

Each Party undertakes, both on their own behalf and on behalf of their employees, servants and advisers, for whom they act as guarantors, that the Confidential Information: (i) will be kept strictly confidential and will be treated with the same degree of protection as it applies to its own confidential information; (ii) will be communicated only to members of its staff who have a need to know it and will be used only in the context of the Project. Any other communication or use of the Confidential Information shall require the prior written consent of the communicating Party. Each Party undertakes to ensure that its personnel referred to in (ii) above comply with the provisions of the Agreement.

7.4 Ownership

Each Party agrees and acknowledges that nothing in their relationship shall affect the ownership of any intellectual property rights in the Confidential Information.

7.5 Destruction and/or Return of Confidential Information

The Confidential Information, as well as any reproductions thereof, exchanged between the Parties shall be promptly destroyed or returned to the Party that communicated it upon its simple written request.

ARTICLE 8 - Intellectual property rights

8.1. Each Party shall retain full ownership of the rights it holds at the date of issue of the Quotation by ACM PHARMA. ACM PHARMA shall retain ownership of all rights, patents, techniques, methods, know-how, tools, equipment and software of which it is the owner and which it may use, whether for payment or free of charge, in connection with the provision of the Services. In the event that the exploitation of the results of the Services provided requires the use of these techniques, patents, methods, know-how, tools, hardware and/or software, ACM PHARMA shall grant the Customer a free, non-exclusive, non-transferable license, valid for the duration of the intellectual property rights attached thereto.

8.2. The Customer shall have full and complete ownership of the results of the Services provided by ACM PHARMA (hereinafter referred to as the "**Results**"), as they progress. The Results are understood to be all deliverables, in particular the "**Final Report**" if it is provided for in the Quotation, studies, creations, inventions, whether patentable or not, processes, products, know-how, models, equipment, tests, samples, prototypes, software, computer developments, specifications, databases, drawings, information, names, logos, whatever their nature, their form and their medium. In this respect, ACM PHARMA transfers to the Customer, on an exclusive basis, all industrial and/or intellectual property rights that it may hold on the Results. The rights thus assigned shall include the rights of reproduction, adaptation, translation, exploitation and representation, for the whole world, in all forms, on all media and for the legal duration of the intellectual property rights of the country of exploitation. At the same time as the above-mentioned rights are transferred to the Customer, the documents or materials that are the basis for them shall become the property of the Customer and of any company controlled by it within the meaning of Article L 233-16 of the French Code of Commerce. Consequently, the Customer may freely use and exploit the Results. The Customer shall in particular have the exclusive right to file in its name any industrial property title likely to protect the Results, and in particular any patent application and any application for registration of a trademark, whether under French Laws and regulations as well as under European Community or international Laws and regulations.

ARTICLE 9 - Personal data privacy policy

The provision of personal data by the Customer is intended to ensure the proper performance of the service provided by ACM PHARMA. The legal basis is article 6.1.b of the European regulation on the protection of personal data (execution of a contract or pre-contractual measure).

The legal basis is Article 6.1.f of the European Data Protection Regulation (legitimate interest: business development).

The recipients of the data, depending on their use, are the data controller, the quality department, the technical department, the administrative department, the sales department, the parcel reception/sending department, as well as any person legally authorised to access the data (judicial services, if applicable).

The data is kept by ACM PHARMA for the duration of the service contract and up to 10 years after the last service.

The provision of this data is optional.

The company responsible for processing this data is ACM PHARMA 30-36 avenue du 21 août 1944 - 45270 BELLEGARDE, rgpd@terangagroupe.com. The Customer has the right to ask the data controller for access to personal data, to rectify or erase them, or to limit the processing of data relating to the person concerned, or to object to the processing and the right to data portability. The principal also has the right to lodge a complaint with a supervisory authority.

ARTICLE 10 - Anticipation

In the event of a change in circumstances unforeseeable at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the French Civil Code, the Party which has not agreed to assume the risk of excessively onerous performance may request renegotiation of the contract from its co-contractor.

However, if the change in circumstances unforeseeable at the time of the conclusion of the contract is definitive or lasts beyond three (3) months, the Contract will be purely and simply terminated in accordance with the terms and conditions defined in the article "Termination for unforeseeability".

ARTICLE 11 - Enforcement in kind

In the event that either Party fails to fulfill its obligations, the defaulting Party shall have the right to request the compulsory execution in kind of the obligations arising from the present contract. Notwithstanding the provisions of Article 1221 of the French Civil Code, the creditor of the obligation may pursue this compulsory execution after a simple formal notice, sent to the debtor of the obligation by registered letter with request for acknowledgement of receipt, which has remained unsuccessful, regardless of the circumstances and even if there is a clear disproportion between its cost for the debtor, in good faith, and its interest for the creditor.

In the event of non-performance of any of the obligations incumbent on the other Party, the Party which has suffered from a default may request the termination of the contract in accordance with the procedures set out in the article "Termination of the contract".

ARTICLE 12 - Exception of non-performance

The Parties declare that they expressly waive the right to invoke the provisions of Articles 1219 and 1220 of the French Civil Code and the non-performance exception provided for therein. Consequently, they undertake to fully and completely execute the present contract even in the event of a breach by either party.

However, if the impediment is definitive or lasts for more than six (6) months from the date on which the impediment is established by a bailiff's writ, the present contract shall be purely and simply terminated in accordance with the terms and conditions set out in the article Resolution for failure by a party to fulfill its obligations.

ARTICLE 13 - Force majeure

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, is due to a case of force majeure, within the meaning of Article 1218 of the French Civil Code.

The Party noting the event must immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

The performance of the obligation shall be suspended for the duration of the force majeure if it is temporary and does not exceed ten (10) working days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal performance of their contractual obligations as quickly as possible. To this end, the Party prevented shall notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial act. If the impediment is definitive or exceeds a duration of ten (10) working days, the present contract shall be purely and simply terminated in accordance with the terms and conditions defined in the article "Termination due to force majeure".

ARTICLE 14 - Termination of the contract

14.1. Resolution for unforeseen circumstances

The termination for the impossibility of the performance of an obligation that has become excessively onerous may, notwithstanding the clause Termination for failure of a party to fulfill its obligations set out below, only take place sixty (60) days after receipt of a formal notice stating the intention to apply this clause, notified by registered letter with acknowledgement of receipt or any extrajudicial act.

14.2. Rescission for sufficiently serious non-performance

Notwithstanding the clause Termination for failure by a Party to fulfill its obligations set out below, in the event of sufficiently serious non-performance of any of the obligations incumbent on the other Party, the Party suffering the default may notify the Defaulting Party by registered letter with acknowledgement of receipt, of the wrongful termination of the present contract, sixty (60) days after receipt of a formal notice to perform which has remained unsuccessful, in application of the provisions of Article 1224 of the French Civil Code.

14.3. Termination for failure of a party to perform its obligations

In the event of non-compliance by either party with its contractual obligations, the contract may be terminated at the discretion of the injured party.

It is expressly understood that this termination due to a party's failure to fulfil its obligations will take place automatically sixty (60) days after receipt of a formal notice to perform, which has remained, in whole or in part, without effect. The formal notice shall be delivered by registered letter with acknowledgement of receipt or any extrajudicial act. This notice of default must clearly state the intention to apply this clause.

14.4. Resolution for force majeure

Termination by operation of law for reasons of force majeure, notwithstanding the clause Termination for failure by a party to fulfill its obligations set out below, may only take place sixty (60) days after receipt of a formal notice served by registered letter with acknowledgement of receipt or any extrajudicial act. However, this notice of default must clearly state the intention to apply this clause.

ARTICLE 15 - Provisions common to cases of resolution

If the debtor of an obligation to pay is put in default by the mere fact that the obligation is due:

It is expressly agreed between the Parties that the debtor of an obligation to pay shall be validly put in default by the mere payability of the obligation, in accordance with the provisions of Article 1344 of the French Civil Code.

The services exchanged between the Parties since the conclusion of the contract and until its termination finding their usefulness as the contract is executed reciprocally, shall not give rise to restitution for the period prior to the last service for which no payment was received.

In any event, the injured Party may seek damages in court.

ARTICLE 16 - Conflict of terms

In the event of a conflict between the terms of these GSC and those of the Special Agreements or Framework Agreements concluded with a Customer, the terms of the latter shall prevail.

If one or more of the provisions of these GSC are found to be illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

ARTICLE 17 - Disputes

17.1 With a view to finding a joint solution to any dispute that may arise in the performance of the contract, the Parties agree to meet within thirty (30) days of receipt of a registered letter with acknowledgement of receipt, notified by one of the two parties (the "Notice"). This amicable settlement procedure is a mandatory prerequisite to the institution of legal proceedings between the Parties. Any legal action brought in violation of this clause shall be declared inadmissible. However, if at the end of a period of thirty days from the receipt of the Notice, the Parties have not managed to agree on a compromise or a solution, the dispute shall be submitted to the jurisdiction designated below.

17.2. All disputes related to this contract and any agreement with the Customer, concerning both their validity, interpretation, execution, resolution, consequences and consequences, WHICH ARE NOT RESOLVED IN THE CONDITIONS DEFINED IN 17.1 ABOVE, shall be submitted to the ORLEANS COMMERCIAL court.

ARTICLE 18 - Language of the contract - Applicable law

By express agreement between the parties, these GSC and the operations arising from them are governed by Laws of the Republic of France. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 19 - Customer Acceptance

The present GSC are expressly agreed and accepted by the Customer, who declares and acknowledges having perfect knowledge of them, and thereby waives the right to rely on any contradictory document and, in particular, its own general terms and conditions of purchase, which shall not be binding on ACM PHARMA, even if it has knowledge of them.