

General Terms and Conditions for Rime Bioinformatics

Effective on 15 March 2021

Rime Bioinformatics SAS with a share capital of 5 000€
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104 Avenue du Général Leclerc, 91120 Palaiseau, France
SIREN 895 187 433 – RCS EVRY
TVA n° FR38895187433

Article 1 : Definitions

- 1.01. **Rime Bioinformatics** designates RIME BIOINFORMATICS with a share capital of 5 000€, located at 104 Avenue du Général Leclerc, 91120, Palaiseau France.
- 1.02. **Client** designates any legal person placing an order with Rime Bioinformatics.

Article 2 : Object

- 2.01. This General Terms and Conditions apply to every order of products and services placed with Rime Bioinformatics
- 2.02. Rime Bioinformatics can change this General Terms and Conditions anytime. The updated version will become effective as it is published at www.rime-bioinformatics.com. Order placed before General Terms and Conditions updates will still be ruled by the General Terms and Conditions version that was effective at the time they were placed.
- 2.03. The General Terms and Conditions define the rights and duties of Rime Bioinformatics and their clients for their commercial interaction regarding all the services sold by Rime Bioinformatics.
- 2.04. Any order placed by the client implies his acceptance without reserve of the General Terms and Conditions. This excludes any General Terms and Conditions from the client, that Rime Bioinformatics would have not specifically accepted in a written document.
- 2.05. When specific conditions are mentioned in the offers and quotes produced by Rime Bioinformatics, they add up to this General Terms and Conditions or replace them if they differ.

Article 3 : Offers and Orders

- 3.01. The offers and quotes produced by Rime Bioinformatics expire after three months.
- 3.02. Written offers and quotes are the only way to place an order with Rime Bioinformatics.

Article 4 : Rates and prices

- 4.01. The prices of Rime Bioinformatics are given without taxes, in euros or USD.
- 4.02. Taxes enforced by fiscal administrations, such as VAT can add to the prices of Rime Bioinformatics. They are charged to the client.
- 4.03. The prices of Rime Bioinformatics only apply to the products and services described in the offers and quotes. If other products or services are ordered, they will be billed as part of another offer or quote.
- 4.04. Rime Bioinformatics can change its prices anytime. However, orders will be billed at the prices given when they were placed, provided the offers or quotes had not reached their expiry date.
- 4.05. The products and services referred to in this General Terms and Conditions can be performed at Rime Bioinformatics or any provider authorized by Rime Bioinformatics.

Article 5 : Deadlines

- 5.01. Delivery deadlines for products and services are defined in each offer or quote.
- 5.02. The client may not invoke the overrun of the deadlines to request the termination of the contract, claim damages or assert any other claim, unless otherwise stipulated in a written document accepted by Rime Bioinformatics.
- 5.03. The client must check the delivered services the day of delivery. In the event of a faulty service, he must immediately inform Rime Bioinformatics, within a period of 8 days.
- 5.04. Rime Bioinformatics will not be responsible for non-performance or delay in the performance of any of its obligations described in these general conditions of sale results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code, and recognized as such by the jurisprudence of French courts.

Article 6 : Payment

- 6.01. Payment must be done within 30 days from date of invoice, in the currency mentioned on the invoice.
- 6.02. Payments are done using checks or bank transfer.
- 6.03. Complaints concerning invoices should be addressed in a written document to the head office of Rime Bioinformatics. The customer has 8 days to dispute an invoice, after which he can no longer dispute it.
- 6.04. Any late payment of an invoice will generate interest on late payment to which will be added a sum compensation of € 50 for collection costs. Late interest is set at an annual rate of 10%. It is calculated pro rata temporis on the amount inclusive of all taxes of the amount remaining due and runs from the due date of the price.
- 6.05. The results delivered by Rime Bioinformatics remain the property of Rime Bioinformatics until full payment of the amounts due.

Article 7 : Intellectual property and confidentiality

- 7.01. The client agrees not to contest the intellectual property rights which cover the products and services of Rime Bioinformatics.
- 7.02. Unless otherwise specified, the sale or provision of services does not imply any concession of rights or licenses. Rime Bioinformatics therefore retains ownership of the intellectual property rights it holds over its products and services.

- 7.03. The client authorizes Rime Bioinformatics to quote the client's corporate name, to quote the client's brand and to reproduce the client's logo for commercial reference. The customer waives any claim for consideration, to consider that he has suffered damage and / or to seek the award of damages.
- 7.04. Unless otherwise stipulated by the client, Rime Bioinformatics keeps confidential any information which it may become aware of in the context of an order the client placed.
- 7.05. Rime Bioinformatics cannot be held responsible for the disclosure of any material if it was already aware of it before the customer provided it to it.
- 7.06. Rime Bioinformatics cannot be held responsible for the disclosure of any material if it was in the public domain at the time of disclosure.
- 7.07. Rime Bioinformatics cannot be held responsible for the disclosure of any material if it could be obtained from third parties by lawful means.
- 7.08. Rime Bioinformatics collects personal data as part of its services. The information recorded is reserved for the exclusive use of the departments concerned and is only communicated to recipients working within the company. In accordance with the law n ° 78-18 of January 6, 1978 known as "Informatique et Libertés", any person whose data has been collected can obtain communication and, if necessary, rectification, by sending his request to the company.

Article 8 : Warranty

- 8.01. Rime Bioinformatics guarantees that the services provided to the client respect the rights of third parties and are not illegal.
- 8.02. The services sold by Rime Bioinformatics are not intended for medical purposes. The customer is solely responsible for their use.
- 8.03. The customer confirms that the data and information provided to Rime Bioinformatics for its services are not illegal and do not violate the rights of third parties.
- 8.04. Rime Bioinformatics cannot be held responsible for any fraudulent use by the client of the results of Rime Bioinformatic's work.
- 8.05. Rime Bioinformatics is responsible for the proper execution of the services ordered by the client, in accordance with the professional rules normally applicable to this type of service.
- 8.06. Rime Bioinformatics will be released from any liability if the customer did not provide to Rime Bioinformatics the information or data in the quantities and in the quantities required, necessary for the proper performance of its service.
- 8.07. When the provision of services is terminated, Rime Bioinformatics no longer assumes any liability other than those detailed in this article. The customer therefore agrees not to claim repairs from Rime Bioinformatics for any damage or damage he has suffered as a result of changes made to the results of the service by a person external to the staff of Rime Bioinformatics.

Article 9 : Applicable law

- 9.01. Any dispute relating to the interpretation and execution of these General Terms and Conditions of sale is subject to French law.
- 9.02. In the event of difficulty in the interpretation or execution of these presents, the parties will try to resolve their dispute amicably. In the absence of amicable resolution, any dispute or claim will be subject to the exclusive jurisdiction of the competent courts of Paris.