

SPECIAL COMPLEMENTARY TERMS OF SALE AND EXPERIMENTATION FOR NAMSA LYON

1. Proposal acceptance

A Proposal, describing the purpose of the experimentation and setting the methods is sent to the entity that requested the study. The proposal also defines the payment methods. By signing this Proposal, the sponsor confirms that this study does not duplicate a previous study. The customer, on accepting the proposal, recognises that NAMSA's services constitute a legal obligation to due care. Testing will begin as soon as the customer sends the test samples and the following completed and signed documents: Proposal and Sample Submission Form and GLP protocol (when applicable). A MSDS sheet is required for all hazardous material.

In any case, the supply of the experimental protocol, intellectual property of NAMSA, will be invoiced as an extra.

2. Price

The amount of the estimate, expressed before tax in the Proposal, only corresponds with the work described in the experimental protocol. The figures indicated are only valid for experimentation broached within 3 months following the customer's approval.

For studies extending for a period over 12 months, NAMSA reserves the right to carry out a price revision, to reflect the increase in the price index in France from the date on which the proposal was signed. This revision only bears on the outstanding amount to be invoiced 12 months after the experimental protocol was signed. The same revision will take place at every 12-month interval until the project is completed. The study is considered to start on signing of the experimental protocol and/or proposal.

The prices indicated do not include transport costs and the cost of importing samples to be studied, or the return of any unused samples, which will be billed to the customer as extras.

3. Payment

The invoicing terms are defined in the proposal that must be signed by the customer. For testing sent to NAMSA monthly, the invoices could be sent out on a monthly basis.

In the event on non-payment, NAMSA reserves the right to stop work on the study after a second official reminder has failed to bear results. In the event on communication of a draft report, without receiving the customer's remarks after 15 days, NAMSA reserves the right to charge the remaining amount.

4. Data/Archives

Unless otherwise specified before the proposal is signed, all the experimental data generated by the project run by NAMSA (including tissue inclusions, slides, records, laboratory files, reports and other materials) will remain the property of NAMSA and will be archived in the NAMSA archives (unless they become unusable). Tissue will be kept in a fixing solution for 12 months after the final report has been delivered. This period is extended to 5 years for the GLP or COFRAC studies. After this date, NAMSA will ask the customer if it wishes to destroy the tissue or dispatch them at its own expense. Following written notice from the customer, NAMSA would return the experimental data

Test samples will be discarded after testing unless the sponsor provides instructions for sample return on the proposal. For GLP studies, test samples will be returned to the sponsor. The cost of shipping will be billed to the sponsor as extras.

Duplicates (photocopies, microfilms, additional slides) may be made on request, and invoiced to the customer as extras.

5. Arbitration

All disputes relating to the interpretation or execution of a contract will be settled by means of amicable arbitration. Each of the parties will designate an arbiter. Should either of the parties fail to designate an arbiter in the EIGHT days following the delivery of an official warning, then an arbiter will be appointed by the Lyon trade court, on request by the more diligent party. These arbiters will designate a third party arbiter, and should they fail to do so, will approach the Lyon trade court to designate this said third party arbiter. The arbiters will act as mediators; they will settle on their own arbitration method and will decide on the allocation of expenses related to the proceedings. Their decision will be definitive and without appeal. The seat of arbitration will be Lyon.