

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

Each of the terms below shall have the meaning assigned herein:

“Client”: the legal entity that has issued a purchase order or analysis request accepted by NOVATECH.

“Contract”: the set of contractual documents governing the relationship between NOVATECH and the Client for the provision of services.

“Service”: any analysis or service performed by NOVATECH and described in the quote, purchase order, or analysis request.

2. Application of the general terms

These general terms are available to the Client on NOVATECH’s website. Acceptance of the Contract implies full and unconditional agreement to these terms. Unless otherwise agreed, these terms govern all Service orders. No special condition of the Client shall prevail over these terms without NOVATECH’s acceptance.

3. Contract

The contract comes into effect once the E TECH 17 analysis request is signed, unless otherwise agreed in writing. It remains valid during the execution of the services and for any additional services. For certain services requiring a development or engineering phase, a 30% deposit of the quote may be required at the time of order.

NOVATECH reserves the right to:

- review the contract annually, typically at the end of the analysis campaign;
- refuse a Service order if it cannot be executed or is outside its scope of competence.

The Contract may be modified at any time by both parties. Modifications shall be documented in writing. The Contract may be amended or canceled by either party in writing.

4. Sample acceptability

NOVATECH reserves the right to:

- accept and process samples for an analysis Service provided the request is clear and unambiguous;
- refuse analysis if the sample is in poor condition at the time of preparation;
- refuse analysis and destroy non-compliant samples from quarantine-risk areas;
- issue results provisionally after informing the Client of non-compliance with instructions (excessive pooling, poor preservation, late transport, etc.).

NOVATECH cannot be held responsible for sample deterioration prior to receipt.

5. Ownership of samples

Samples accepted by NOVATECH become the property of the laboratory, unless otherwise requested. NOVATECH may use the samples for experimental purposes, maintaining Client anonymity. At the end of use, all samples will be destroyed unless otherwise instructed by the Client.

6. Subcontracting

If services cannot be performed or deadlines met, the laboratory may, with the Client’s consent, use an accredited and approved subcontractor.

7. Client responsibility

The Client agrees to:

- follow sampling and transport recommendations provided by FranceAgriMer if the analysis is part of self-monitoring of mother vineyards;
- comply with E TECH 04 instructions for each analysis service;



- collect and send samples at their own cost;
- ensure samples reach the laboratory on a working day, with prompt shipping, especially in high temperatures;
- include the E TECH 17 request form with the shipment (available at <https://www.laboratoire-novatech.com>);
- comply with shipping conditions for samples from quarantine-risk areas.

The Client may not use the accreditation mark (except for full reproduction of laboratory reports) according to GEN REF 11 regulations in force.

8. Laboratory responsibility

NOVATECH undertakes to:

- inform the Client, upon request, of available methods and guide them to the most suitable ones;
- perform analysis Services according to official documents (FAM, Nov 2015), ISO 17025, and its quality system, in line with procedures and methods applicable to requested Services;
- complete all accepted Services and respect contractual deadlines;
- inform the Client of difficulties or non-compliant work detected during analysis;
- issue, where applicable, an analysis report under COFRAC accreditation (Accreditation Cofrac n°1-1919, scope on www.cofrac.fr), compliant with ISO 17025, sent via the chosen method. Reissues possible for 5 years. Any non-compliance will be noted in the report.

9. Analysis report

Les rapports Reports are provided after validation by the technical manager or deputy. For partial analyses, a “partial report” can be issued upon request. In case of anomalies after sending, a corrected report labeled “cancel and replace” will be sent. Clients are requested to destroy the original document. The report loses official value and the laboratory is not responsible for its use.

By default, reports are sent in PDF via email unless otherwise requested.

Requests for analysis verification will be performed upon written Client request and billed additionally. The report refers only to the samples received. The laboratory is not responsible for consequences or interpretations of the results.

10. Dissemination of results

NOVATECH will not share information with third parties without prior consent, except anonymized data for recognized statistical or scientific purposes. During audits, external auditors may access data under confidentiality obligations. NOVATECH staff are bound by professional secrecy.

11. Complaints

NOVATECH has a complaint management system to track and address Client requests, analyze causes, and implement corrective or improvement actions. Clients may access the procedure and will be treated impartially.

12. Billing

Rates are provided in quotes or upon Client request. Discounts may apply. The invoice is sent after analyses and payment is due by the last day of the following month.

Non-payment triggers automatically:

- 10% late interest from the due date; if unpaid after formal notice, a 15% surcharge applies;
- pursuant to French Commercial Code L.441-10, a fixed fee of €40 for collection costs.

All disputes fall under the jurisdiction of the competent court of the seller’s domicile.

13. Dispute resolution and jurisdiction clause

Any dispute relating to the sale will be subject, in the absence of amicable agreement, to the Commercial Court in the seller’s jurisdiction.

