

Screen General Terms

1. SCOPE

These Screen General Terms describe the terms and conditions under which Hybrigenics shall make its reasonable efforts to provide on a non-exclusive basis a yeast two-hybrid screening service to search for interacting partners of protein or protein fragments provided by the Customer. The Customer shall request yeast two-hybrid screening service by providing Hybrigenics with a completed signed Screen Request Form and a signed purchase order.

2. MATERIAL

The Customer shall provide to Hybrigenics within thirty (30) calendar days from the date indicated on its signed purchase order sent to Hybrigenics, the bait plasmid ("Material") described in the Screen Request Form.

Upon receipt of the Material, Hybrigenics shall check the presence and authenticity of the insert by sequencing the 5p and 3p ends. Customer shall be responsible for the quality of the Material sent to Hybrigenics and for the conformity of the whole sequence. Hybrigenics shall report to the Customer any difference found between the sequence of the Material obtained by Hybrigenics and the sequence provided by the Customer in the Screen Request Form. Hybrigenics shall not be responsible in the event of changes, deletions or insertions on the Customer's sequence template.

The Customer shall indicate to Hybrigenics all known information relating to care and risks in handling the Material. The Customer shall warrant that, to the best of its knowledge at the date indicated on the signed purchase order, the transfer and the use of the Material by Hybrigenics do not infringe any third party rights. Hybrigenics shall not be liable for any damage, whatever its nature, which could arise from the transfer of the Material.

The Material shall be used by Hybrigenics only for the implementation of the yeast two-hybrid screening service requested by the Customer and shall not be transferred or disclosed to any third party. Upon lack of Material transfer, Hybrigenics shall be allowed to terminate this agreement without any formality nor compensation due to the Customer.

3. PRICE - INVOICE

In consideration of the yeast two-hybrid screening service performed by Hybrigenics under this agreement, the Customer shall pay the price mentioned in the quote issued by Hybrigenics and the signed purchase order of the Customer. The price does not include any taxes and covers only the performance of the yeast two-hybrid screening service as requested by the Customer in the Screen Request Form and the purchase order, to the exclusion of any other work.

The invoice shall be established and sent to the Customer at the results date of delivery, and shall be payable net thirty (30) calendar days from the invoice date. Lack of payment from the end of this period shall automatically and without notice, involve application of interests at a rate of one and a half (1,5) of the legal interest rate applicable at the due date. Customer shall pay all collection fees resulting from time and efforts used to collect any past due amounts and corresponding damages.

If, in spite of all attempts, the bait cannot be screened, Hybrigenics shall be allowed to terminate this agreement without any formality nor compensation due to the Customer and shall invoice to the Customer, who accepts it, the costs equal to thirty per cent (30 %) of the corresponding price, subject to the destruction of the Material within sixty (60) calendar days from the notice sent by Hybrigenics to the Customer. In all other cases, including the case when the results include no or few positive clones, full payment is due.

4. DELIVERY OF RESULTS

Hybrigenics shall deliver the results to the Customer as soon as possible, in the form of data only. The Customer shall beforehand accept the risk that the results may include no or few positive clones. Hybrigenics agrees to deliver free of charge the results a second time in case of loss or destruction during shipment. Hybrigenics shall destroy the Material within sixty (60) calendar days from the delivery of the results to the Customer.

5. PROPERTY

All right, title and interest in and to the Material provided by the Customer, and on the results delivered to the Customer under this agreement, shall be the sole property of the Customer, subject to the full payment by the Customer of any sum due to Hybrigenics under this agreement. The Customer shall use the results at its own risks. All right, title and interest in and to the Hybrigenics yeast two-hybrid screening technology, is and shall remain the sole property of Hybrigenics. The Customer hereby shall grant to Hybrigenics the right to use the results for statistical purposes consisting on the computation of confident scores at a global level.

6. PUBLICATION

The Customer shall have the right to freely communicate or publish the results generated under this agreement. All related publications shall mention Hybrigenics contribution according to standards and custom. Hybrigenics agrees to send for free the specific description of Material & Methods used to perform yeast two-hybrid screening service for the Customer, on Customer's request. Hybrigenics shall mention the Customer as a reference.

7. CONFIDENTIALITY

Hybrigenics shall keep confidential, and shall not disclose to any third party, in whole or in part, any information relating to the Customer's Material and results, for a period of three (3) years from the date indicated on the signed purchase order of the Customer. The confidentiality shall not be applicable if the information relating to the Customer's Material and results (i) is publicly known or becomes available in the public domain during the term of this agreement without breach by Hybrigenics, (ii) is already in the possession of Hybrigenics prior to any disclosure by the Customer, (iii) is disclosed by an authorized third party without requirement of confidentiality, (iv) is developed independently by Hybrigenics without use of information provided by the Customer, or (v) is required by law to be disclosed.

This provision shall not prevent Hybrigenics to perform identical or similar yeast two-hybrid screening service for any third party on identical or similar bait plasmid.

8. LIABILITY - WARRANTY

The yeast two-hybrid screening service is performed and the results are provided by Hybrigenics to the Customer on an "as is" basis. Except as expressly set forth herein, Hybrigenics shall disclaim all warranties, express or implied, with regard to the work carried out under this agreement, except to complete it in accordance with the good scientific practices. Under no circumstances shall Hybrigenics be liable in any way for any loss or for any direct or indirect, accidental or consecutive, material or immaterial damage of any kind incurred by the use of the results by the Customer. Hybrigenics shall not be liable for any other failure due to a case of absolute necessity. In no case, Hybrigenics liability arising out of the performance of the yeast two-hybrid screening service under this agreement, could exceed the price paid to Hybrigenics under this agreement.

9. MISCELLANEOUS

These Screen General Terms, the Hybrigenics quote, the Screen Request Form and the Customer's purchase order, the two latter duly signed by the Customer, shall make integral part and constitute the entire agreement between the Customer and Hybrigenics whatever the terms and conditions included in the Customer's documents. In the event of inconsistency between the documents constituting the entire agreement mentioned above, the provisions of these Screen General Terms shall prevail.

This agreement is effective at the date indicated on the signed purchase order of the Customer. Since yeast two-hybrid screening service is performed in France, this agreement is governed by French law and submitted to the competent jurisdiction of Paris (France).

The yeast two-hybrid screening service of Hybrigenics is performed according to a worldwide quality certification (AFAQ-ISO9001, QMI, JQA).

Hybrigenics			Client	
Address	3-5 Impasse Reille 75014 Paris, France		Address	
Name			Name	
Title			Title	
Date			Date	
Signature			Signature	

Please return two fully executed originals to Hybrigenics.