

General Terms and Conditions of Sale

Applicable from January 01, 2025

Scope

These terms and conditions are established between the micro-enterprise TATOUD Roger (SIRET: 902 090 729 00010), operating as Origena Consulting, referred to as the "Service Provider," and any legal entities wishing to purchase the services ("Services") provided by the Service Provider, referred to as the "Client," collectively referred to as the "Parties."

This document applies to all Services provided by the Service Provider worldwide, without any limitations or exclusions. Unless explicitly stated otherwise in a written and signed agreement by both the Client and the Service Provider, these General Terms and Conditions of Sale prevail over any specific terms and conditions. In the event that any clause in these General Terms and Conditions of Sale is deemed null or void, the remaining clauses shall remain valid.

By accepting the quotation, the Client unequivocally agrees to these General Terms and Conditions of Sale without any reservations. The commencement of the service indicates that the Client has reviewed and agreed to the General Terms and Conditions of Sale.

Services

The Service Provider provides a range of specialized, scientific, and technical services.

Pricing

The rates are set at the discretion of the Service Provider and may vary based on the scope and nature of the Service to be provided. As an estimate, the hourly rate applied is 160 euros. Additional expenses such as travel costs, accommodation, and other specific requirements related to the nature of the Service may apply.

The total amount payable by the Client is communicated and agreed upon before the order is validated and payment is made. Any potential price increases will be explicitly communicated to the Client. The prices are indicated in euros and are exclusive of taxes (VAT).

The Service Provider may require an advance payment from the Client, and the amount and payment terms will be clearly specified prior to order validation. Failure to pay the required advance payment may result in the Service Provider refusing to fulfil their obligations related to the order.

Late payment penalties will be automatically applied from the first day of late payment, without the need for a reminder. The penalty amount will be calculated by applying three times the prevailing legal interest rate to the outstanding amounts at the time of the incident. Additionally, a fixed compensation of 40 euros for recovery costs will be applicable under Article 441-10 and D 441-5 of the French Commercial Code.

Payment Terms

Payment is made through bank transfer.

From Bench to Clinic and Beyond

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Provisions applicable to the terms of performance of the Services

Services

The Services provided by the Service Provider are in accordance with their activity, subject to availability and the feasibility of the Client's specific requests and requirements. These services are customized to best meet the Client's needs and are based on prior agreement between the Parties.

Service Performance Terms

The Service Provider prepares a customized quotation in response to the Client's request, which requires the Client's acceptance prior to the commencement of the Services. The Client is required to submit their request in writing via email.

The quotation, valid for a period of 1 month, will be prepared based on the specific requirements provided by the Client. It will provide detailed information regarding the Service to be performed, the estimated duration, and the total cost. The quotation must be signed and accepted by the Client before the Service can begin.

Completion of the Services

The Services are considered delivered upon completion of the Services in their entirety or when they have been performed as agreed upon between the Parties.

Termination of Services

The Services can be terminated by mutual agreement between the Parties or by either Party in the event of non-compliance with the commitments made by the other Party. In such cases, applicable legal and regulatory provisions will govern the termination process.

If the Client initiates the cessation or interruption of an ongoing Service, unless otherwise agreed between the Parties, payment will be due for the completed stages of the Services in accordance with the quotation approved by the Client.

The Client has the option to request modifications, limited to a maximum of 3 requests. These modifications should be directly related to the Service to be performed and aligned with the initial agreement between the Parties.

Any new modification requests following the final delivery of the Service will be subject to additional charges at the specified hourly rate, unless otherwise specified in the contract.

Right of Withdrawal and Withdrawal Period

The Client has the right to withdraw from the agreement within 14 days after accepting the quotation to exercise their right of withdrawal.

If the 14-day period has elapsed, it is no longer possible to retract the signed quotation. However, the Client may negotiate with the Service Provider for potential modifications to the quotation, such as the invoiced amount or the type of service provided. The Service Provider is under no obligation to make modifications and may choose to apply the original price.

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Responsibility

The Service Provider is obligated to achieve the desired outcomes in relation to the assigned tasks and the Services requested by the Client.

The Service Provider shall be held accountable for the Services delivered to the Client and any failure to meet its commitments. However, its liability is strictly limited to the amounts quoted for the Services. The Service Provider cannot be held responsible for any direct or indirect consequences, including damages or malfunctions, that may arise from the misuse of the Services, content, or any external factors unrelated to the Service Provider, beyond what is legally required by applicable laws.

The Client agrees to assist the Service Provider throughout the provision of the Services, granting access to the necessary data, documents, and tools to ensure smooth progress. The Client also agrees to provide all technical and practical information required for the proper execution of the Services, including any relevant instructions or guidelines.

Intellectual Property

The Service Provider hereby transfers all Intellectual Property Rights arising from the performance of the services to the Client. The Service Provider waives any claim or right regarding copying, reproduction, or modification of the deliverables arising from the Services and made by the Client.

Confidentiality

To the extent permitted by applicable law, the Parties shall maintain all information concerning the provision of the Services and any pending or subsequent negotiations between the Parties as confidential, disclosing information only to those individuals and representatives as designated by the other Party, provided that such individuals acknowledge and agree to maintain the confidentiality of such information.

Personal Data

In compliance with Law No. 78-17 of January 6, 1978, and the General Data Protection Regulation (GDPR) No. 2016/679, the Client has the right to inquire about, access, modify, object to, and rectify their personal data. To exercise these rights, the Client must contact the Service Provider by mail at the following address: 15 Avenue des Sports, 01210 Ferney Voltaire, France.

Dispute Resolution

Any disputes arising from the Services provided under these General Terms and Conditions of Sale, including their validity, interpretation, execution, termination, and consequences, that cannot be resolved between the Service Provider and the Client will be submitted to the competent courts in accordance with applicable laws.

The Client is advised that they have the option to pursue alternative dispute resolution methods, such as conventional mediation, including the Consumer Mediation Commission (C. consom. art. L 612-1), or sector-specific mediation bodies, or any other alternative dispute resolution method (e.g., conciliation) in the event of a dispute.

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Force Majeure

The Service Provider shall not be held liable if the non-performance or delay in the execution of any of its obligations described in these general conditions of sale is caused by a force majeure event as defined in Article 1218 of the Civil Code.

Applicable Law and Jurisdiction

These general conditions are governed by French law. In the event of any dispute or litigation between the Parties, the French law and courts shall have jurisdiction.

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