

GENERAL TERMS AND CONDITIONS OF SALES

BluePharm provides training, clinical research and development, medical and marketing strategy consulting and engineering services.

All orders for services placed with BluePharm are subject to these general terms and conditions of sale, and the signing of any of the contractual documents provided for in Article 1 automatically implies acceptance thereof.

BluePharm shall perform the service(s) ordered, either with its own resources or with the assistance of other organizations with which it has entered into co-contracting or subcontracting agreements.

Article 1 : Contractual commitment

Upon receipt of a signed registration form, quotation or commercial proposal, BluePharm will send the Customer a continuing professional education agreement or a document as provided for in Articles L6353-1 and L6353-2 of the French Labour Code. The Customer undertakes to return a signed copy to BluePharm as soon as possible, bearing its commercial stamp if it is a company. The contractual commitment is final upon signature by all parties concerned. Each party shall receive a copy of the original document. During the execution of the services, the modifications negotiated between the parties give rise to the signature of an amendment to the contractual commitment.

In the event of co-financing of the service, specific agreements will be drawn up between the parties concerned and in due proportion to the amounts agreed. In the event that the purchaser is an individual, BluePharm will send a professional training contract in accordance with Articles L6353-3 and L6353-4 of the French Labour Code.

The individual customer who pays for the service has a withdrawal period of 10 calendar days (14 days in the case of remote registration). The exercise of the right of withdrawal is done by registered letter with acknowledgement of receipt, the postmark being taken as proof. (Article L6353-5 of the Labour Code).

Article 2 : Sanction of the service

Attestations, certificates and diplomas can only be transmitted after the end of the service, the success of the exam and, if necessary, the payment of the registration fees. In any event, BluePharm is only bound by an obligation of means and not of result.

A training certificate is issued by BluePharm to the beneficiary, in accordance with Article L6353-1 of the French Labour Code.

Article 3 : Prices

The prices of the services are firm and definitive. Unless otherwise specified, they include the educational costs, the R&D costs, the travel and accommodation costs of the speaker, if applicable.

Article 4 : Invoicing

The invoicing will be done according to a schedule fixed in the contractual commitment. In the case where the purchaser is a natural person, no sum can be demanded before the expiration of the withdrawal period provided for in article L6353-5 of the Labour Code. No sum exceeding 30% of the agreed price may be paid on expiry of this period.

Article 5 : Payment term

Unless otherwise agreed between the parties, the deadline for payment of the sums due is set at the thirtieth day following the date of execution of the service requested. The period agreed between the parties to pay the amounts due may not exceed sixty days from the date of issue of the invoice (Article 441-6 of the Commercial Code).

Except under special conditions, if the Customer wishes the payment to be made by an approved collecting body or another funding body, it must in all cases :

- provide BluePharm with proof of the financial support granted,
- respond, as necessary, to the requests of the funding body.

In the event that the funder's intervention remains partial, the remainder of the cost of the services will be invoiced to the client. The terms of payment are specified in the special conditions and the client personally ensures that BluePharm is paid by the funder or, failing that, bears the cost of such payment.

Article 6 : Presence of the beneficiaries

The company or co-contracting organization undertakes to release the beneficiaries at the times defined in the pedagogical appendix attached to the present agreement, to which the duration of the journeys must be added if necessary.

Article 7 : Justification of services

BluePharm shall provide, upon request, any document or evidence to justify the reality and validity of the expenses incurred in accordance with Article L.6361-1 of the French Labour Code. In the event of total or partial non-performance of a training service, BluePharm will reimburse the co-contractor for any sums unduly paid.

Article 8: Conditions for cancellation of services

Postponement or cancellation by BluePharm: If, in the case of a group service, the number of participants is not sufficient, BluePharm reserves the right to cancel the session or postpone certain sessions.

BluePharm will then notify the customer in writing, within a reasonable period of time, and will allow the customer to choose between reimbursement of any sums paid or postponement of the service to a later date, without being able to claim any other compensation for this.

Interruption or cancellation of the service by the client or the beneficiary

Any withdrawal must be notified in writing at least one week before the start date of the service. In the event of withdrawal by the company outside the withdrawal period or abandonment during the course of the service by one or more beneficiaries, BluePharm will withhold from the total cost the sums it has actually spent or committed for the realization of said service.

Article 9 : Force majeure

Neither party to the contract shall be liable for its delay or failure to perform any of its contractual obligations if such delay or failure is due to force majeure. If, as a result of force majeure as defined by case law, BluePharm is unable to continue providing the service, the contract or agreement concluded with the customer shall be terminated automatically without the customer being entitled to claim any compensation. However, the customer shall be obliged to pay for the services provided by BluePharm on a pro rata basis.

If, as a result of a duly recognized case of force majeure, the beneficiary is prevented from following the training, he may terminate the contract. In this case, only the services actually provided will be remunerated in due proportion to their contractual value.

Article 10: Protection of the customer's personal data

The customer is informed that personal information communicated to BluePharm in application and execution of orders may be communicated to BluePharm's contractual partners for the purposes of said orders.

Pursuant to Article L6353-9 of the French Labor Code, the information requested, in any form whatsoever, may only be used to assess the applicant's suitability for the service, whether requested, offered or continued. This information has a direct and necessary link with the training action.

In accordance with the law n°78-17 of January 6, 1978 art 38 and following, known as the Data-processing Law and Freedoms, modified in particular by law N° 2016-1321 of October 7, 2016- art 63, the customer has in particular a right of access, of correction and of opposition to the personal data concerning him. This right can be exercised by making a request by email or by mail addressed to BluePharm.

In particular, BluePharm will keep the data relating to the course and the evaluation of the beneficiary's knowledge for a period not exceeding the time required for the assessment and analysis of the service and the controls to which BluePharm may be subject.

Article 11 : Intellectual property

The exploitation rights, including the rights of representation, reproduction and use, distribution, adaptation and modification of the media used during the service remain the exclusive property of BluePharm and are not transferred to the Client.

Any reproduction, modification or disclosure to third parties of all or part of these training courses or documents in any form whatsoever is prohibited without the prior written consent of the training center.

The Provider retains all material and intellectual property rights to these documents in accordance with Article L.122-4 of the Intellectual Property Code.

Within the framework of a commitment for the environment, the supports will be essentially in dematerialized supports.

Article 12 : Dispute

For any dispute relating to the execution of the convention or the contract of service, the amicable settlement will be privileged. In case of persistent disagreement, the administrative court of Paris in the jurisdiction of which BluePharm has its headquarters, will have sole jurisdiction to settle the dispute.