

## Terms and conditions of use

### Definitions:

'Material': Any strain(s) of any organism, or any derivative(s) of any strain(s) supplied by EMBRC FRANCE.

'Commercial Purposes' : Sale, lease, license, or other transfer of the Material to a for-profit organization. Commercial Purposes shall also include uses of the Material by any organization, including the User, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material to a for-profit organization.

**Scope:** The terms and conditions set forth here apply to all Material provided by EMBRC FRANCE to its Users. EMBRC FRANCE does not accept any terms and/or conditions other than those set out here, except if a separate (written) contract has been negotiated in good faith between the User and EMBRC FRANCE that may provide exceptions to the terms and conditions stated here.

**Legal Compliance :** EMBRC FRANCE Marine Stations are authorized, by the relevant French authorities, to collect living organisms in the marine and coastal environment exclusively for their use for scientific purposes, and in quantity as limited as possible, accordingly to the French "Code Rural et de la Pêche Maritime" articles R921-76 to R921-82. EMBRC FRANCE Marine Stations handle animal and especially Vertebrate species within their facilities in compliance with the French "Charte nationale portant sur l'éthique de l'expérimentation animale », the articles R214-87 to R214-137 of the French « Code Rural et de la Pêche Maritime », and the Directive 2010/63/EU of the European Parliament and of the Council of 22 September 2010 on the protection of animals used for scientific purposes.

**Use of the Material:** The User agrees that the Material is to be used solely for teaching and research purposes. Material from EMBRC FRANCE should only be handled by appropriately trained persons in suitable laboratory conditions. When the Material is used for teaching purposes, the User agrees to dispose of the Material after use. The User is responsible for maintaining, using and disposing of the Material and, where relevant, its packaging (e. g. seawater) with appropriate precautions to minimize any risk of harm to persons, property, and the environment, and in compliance with domestic and foreign laws, regulations, and guidelines. In particular, fully closed culture systems are recommended for the maintenance of live specimens which are transferred to another location close to the sea. Material provided by EMBRC FRANCE is not for internal or alimentary use in humans. The User agrees to provide written notice to EMBRC FRANCE when the purpose for which the Material is used has changed considerably from the purpose that was stated at the time of supply.

**Collected Organisms :** EMBRC FRANCE reserves the right not to supply organisms collected in the environment, or to limit the quantities supplied, or to delay the shipment, in particular when :

- (i) the collect could cause, directly or indirectly, a significant impact on natural populations;
- (ii) transport involves unacceptable risks for animal welfare or survival, in particular during exceptionally warm or cold meteorological events.
- (iii) requested organisms are not available due to natural seasonal variations.
- (iv) collect is compromised due to practical reasons, in particular meteorological conditions .

**Toxic Strains:** Cultured cells or Materials derived from cells of a toxic culture strain must be treated as toxic organic chemicals and the User agrees to use and dispose of cells and cellular materials properly and in a safe manner that meets all domestic and foreign governmental laws, requirements and guidelines for the disposal of toxic organic chemicals.

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**Use and handling of animal species :** Any and all experimentation on animals shall be conducted within the User's facilities by authorized and certified persons only, and in compliance with the domestic and international laws, regulations and guidelines.

**Intellectual Property:** The supply of EMBRC FRANCE Material does not grant or imply any transfer or concession of Intellectual property rights to the User and / or his Employer. In particular, this supply does not include the right for the User and / or his Employer and to sell, rent or transfer the Material to third parties.

**Commercial Users:** The User agrees that the Commercial use of EMBRC FRANCE Material is strictly prohibited. Commercial distribution or resale of the Material to third parties is not permitted. Furthermore, genetic manipulation or any other modification of EMBRC FRANCE Material for Commercial Purposes or the Commercial production of a metabolite or other compound derived from either an original EMBRC FRANCE Material or from a genetically manipulated or otherwise modified version of an EMBRC FRANCE Material is not permitted. If the User desires to use or license the Material, genetically modified Material or derivatives for Commercial Purposes, the User agrees, in advance of such use, to negotiate in good faith with EMBRC FRANCE to establish the terms of a commercial license. This negotiation will include in particular, providing that the Country of Origin of Material is a signatory to the CBD, the terms of benefit sharing with the Country of Origin, in compliance with the Convention for Biological Diversity.

**Identification:** EMBRC FRANCE makes every effort to ensure the correct taxonomic identity of organisms, however we cannot guarantee that an organism is correctly identified at the species, genus or class levels, particularly in the case of collected organisms. The User should always independently verify taxonomic identity. The User is invited to inform the EMBRC FRANCE of any mis-identification.

**Warranty-liability:** As the MATERIAL is of experimental nature, EMBRC FRANCE does not provide any and all warranty as regards its condition, activity, usefulness, efficiency, purity, harmlessness, non-toxicity, safety, or as regards its use, market value or suitability in respect of any and all objective. EMBRC FRANCE cannot guarantee the absence of any contamination, including viral and microbial, of collected organisms or associated to the organisms. The User shall be solely liable for any and all risks, in particular in the event of material damage, injury, or any and all other incident or loss that may be occasioned by the use, testing or manipulation of the Material. Even if the Material is not labelled as toxic, the User hereby acknowledges and accepts the potential risks of the Material.

**Supply of Cryopreserved Strains:** The User acknowledges that ordering any culture sample that must be thawed from cryopreservation may delay shipment of the sample for up to two (2) months. The Customer also acknowledges that, due to the inherent unpredictability of biological materials, revival of cryopreserved strains is not always successful. In the event a cryopreserved culture strain cannot be shipped, the User will receive full payment credit on a future order from EMBRC FRANCE. Note that a restocking fee of 100€ will be charged for each cryopreserved culture strain that has been thawed for a purchase order, but whose purchase order is cancelled at any time prior to shipment by EMBRC FRANCE.

**Supply of non-listed organisms :** Any supply of organisms that are not referenced in the EMBRC FRANCE catalogue, or requiring specific sampling, collect or conditioning protocols, will be subject to a case-by-case feasibility evaluation. It might also be subjected to specific supply delays and a specific tariffication.

**International Export:** Material supplied by EMBRC FRANCE is subject to French export laws, rules, treaties, regulations and international agreements. All Users shall assume the responsibility of abiding by French export laws, rules, treaties, regulations and international agreements along with applicable foreign laws when importing, exporting, or otherwise disposing of such Material. For international shipments, Users agree to assume the responsibility for ensuring that all required paperwork is



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provided for passage through Customs in the country of destination. EMBRC FRANCE will not take responsibility for any delay in delivery occasioned by third-party administrative issues.

**Feedback:** If the Material arrives in an unsatisfactory condition, it will normally be replaced free of charge if we are notified within 14 days of dispatch. However, we do have to charge for the costs of postage and packaging of resupplied items. When the Material arrives in a satisfactory condition, EMBRC FRANCE shall not bear any responsibility for subsequent problems with maintenance of the Material at the User's premises.

**EMBRC FRANCE acknowledgement:** The User agrees to cite EMBRC FRANCE as the provider of the Material in all oral communication and written publications. The User agrees to provide EMBRC FRANCE with a .pdf version of any written publication.