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«Cecalait's Newsletter» 2024

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Contact / Information: Carine Troutet
Tel. : + 33 (0)3 84 73 63 20 - Fax : + 33 (0)3 84 73 63 29
E-mail : c.troutet@actalia.eu

ACTALIA Cecalait
B.P. 70129
F – 39801 Poligny Cedex

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GENERAL TERMS AND CONDITIONS OF SALE AND EXECUTION OF SERVICES

In agreement between the parties, ACTALIA's "general terms and conditions of sale and execution of services" (hereafter designated "General terms") govern the contractual relations between the parties. ACTALIA undertakes to provide the services in accordance with the present "General terms" and consequently, all the offers or submissions of service and all the contracts, conventions or other agreements resulting from this will be governed by the present "General terms", except for formal and explicit dispensation figuring in the quote or proposal transmitted to the client. The latter abandons any clause defined in their general terms of purchase which are contradictory to the following "General terms".

1 – Object – General Clauses

ACTALIA acts on behalf of the person or body issuing the instructions by virtue of which they intervene (hereafter designated the "client"). No other party has the right to give them instructions, particularly concerning the scope of the intervention or the issuance of reports, unless authorised by the "Client".

ACTALIA carries out sampling, audits, studies, research, valuations, technical assistance missions, measurements, commissioned analyses and tests, on request by its "Clients". ACTALIA can subcontract the execution of all or part of the services agreed upon with its "Client".

A proposal or quote for technical services established by ACTALIA constitutes the special terms modifying and completing the present "General terms". The validity of the offer is fixed in these special terms and the contract is concluded for the duration stipulated therein.

2 – Obligations of ACTALIA

ACTALIA will provide the services in accordance with:

- The specific written instructions of the "Client", accepted by ACTALIA,
- The terms of the contract review, accepted by the "Client",
- The methods that ACTALIA consider appropriate according to the technical constraints, operational and/or financial

ACTALIA undertakes, throughout the duration of and after the termination of the present contract, not to disclose any of the information obtained concerning the activity of the "Client", unless explicitly authorised by the latter. ACTALIA's personnel is subject to a confidentiality clause concerning the information relative to the reasons motivating the collaboration between the parties, the contents of the mission entrusted to ACTALIA, the results obtained for the "Client" and their internal management. The present confidentiality clause can be drawn up separately on request by the "Client". Unless explicitly requested by the latter, ACTALIA reserves the right to disclose the name of the "Client" or their company name as a reference in its marketing documents.

3 – Obligations of the "Client"

The "Client" must:

- Ensure that sufficient instructions and information are given in due time to ACTALIA to allow them to execute the requested services,

- Provide sufficient access for ACTALIA's representatives in order to execute the requested services,
- Inform ACTALIA beforehand of all known effective or potential risks and dangers associated with every order, sample, or control, such as the presence of radiation, or toxic materials or elements.
- Fulfil all their obligations resulting from the sales contract concerned, failing this ACTALIA will thus be released of all obligations with regards to the "Client".

4 – Samples and products subject to testing and analyses

The "Client" is responsible for the conformity and representativeness of the samples and products used for the execution of the services.

Except in particular cases where the sampling is carried out by ACTALIA, the "Client" must, free of charge, provide ACTALIA with all the samples and products necessary for the service to be carried out. Delivery charges are at the cost of the "Client".

For the further dispatch of samples or products on written request (email, post or fax), the transport costs, insurance and packaging are over and above the agreed price.

For sensory tests carried out on samples and products supplied by the "Client", the latter undertakes to guarantee their harmlessness and to inform ACTALIA Sensoriel if the samples and products require compulsory information on the labels concerning specific treatments such as ionisation, irradiation, GMO, etc. Furthermore, on delivery the "Client" will communicate the use-by date, the best before date or the fabrication date of the samples and products if the information is not on the package.

Samples and products can be delivered from Monday to Friday during business hours to the different addresses of ACTALIA, except in specific cases agreed upon beforehand between ACTALIA and the "Client".

5 – Financial conditions, postponement or cancellation

For payment of services performed, ACTALIA will perceive the sums of which the amount and the conditions of settlement are fixed in the special terms that appear on the quote or the service proposal. The prices indicated are ex VAT. A special discount can be agreed upon exceptionally according to the volume of work ordered or the special terms of fulfilment. The services are carried out in the order of the registration of the orders. However, certain orders can be exceptionally dealt with expediently subject to an additional charge for urgency.

ACTALIA reserves the right to issue an invoice for a down payment of 30% at the start of the mission. The settlement is effected by the "Client" 30 days following the date of invoice, net and without rebate. For late payments, the "Client" will owe by rights a lump sum of 40 euros for costs and recouvrement and a penalty charge calculated on the remaining amount owed and resulting from the application of a rate equivalent to 3 times the legal interest rate. If necessary, the execution of the service or the issuing of a document can be subordinate to the prior payment of an

amount that may attain the integrality of the price under the terms of the contract.

For any unilateral request by the "Client" to postpone or cancel a contract concerning an intervention mobilizing ACTALIA's resources (test in a pilot plant or in a factory, consulting, training, sensory analysis, etc.) to take effect, written confirmation must be sent by post, fax or email. Except in the case of absolute necessity (events beyond the control of the parties such as strikes, a fire...), any cancellation or postponement not foreseen arising at the time of the contract less than two weeks before the date fixed for the start of the contract could result in the "client" being charged 15% of the total cost under the terms of the contract. In the case of cancellation or postponement requested less than 48 hours before the arranged date, the "client" could be charged 25% of the total cost under the terms of the contract.

6 – Guarantee, limitation of liability

The "Client" is sole responsible for the implementation of the recommendations, the destination of the service or the exploitation of the results obtained.

ACTALIA undertakes to implement the means detailed in the proposition as far as the technological and consultancy or valuation missions are concerned, or the output of results as far as the analyses are concerned. ACTALIA can only be held responsible in the case of proven negligence.

In the case where ACTALIA expresses reservations about possible insufficiencies concerning the analyses requested, it cannot be held responsible if the request is maintained by the "Client".

In the event of ACTALIA being liable, whatever the cause, the domain or the nature, that the damages be material or immaterial, it will be limited to direct and immediate damages linked to ACTALIA's service, with the payment of damages by ACTALIA not exceeding the amount ex VAT of the price agreed upon in the order in connection with which the client suffered damages.

7 – Settlement of disputes

The address of service, for ACTALIA, is its administrative establishment. The present "General terms" as well as the contracts concluded with the "Client" are governed by French law. Any dispute that cannot be settled out of court will be the exclusive competence of the court having jurisdiction over ACTALIA's administrative establishment, and this even in the case of plurality of defenders.

ACTALIA, a non profit organisation.
Administrative establishment : Technopole Alimentec - rue H. de Boissieu – F 01000 Bourg-en-Bresse
Phone : +33 (0)474 455 220 – Fax. +33 (0)474 455 221 – Siren n° 325 346 542 – NAF 7211Z