
TERMS AND CONDITIONS OF SALE - RHEUMAKIT

1. General.

RHEUMAKIT is a trademark owned by DNALytics SA, whose registered office is at Chemin du Cyclotron 6, 1348 Louvain-la-Neuve in Belgium. RHEUMAKIT offers through the website www.rheumakit.com an early diagnosis support service for patients with undifferentiated arthritis, using samples harvested by a doctor. To benefit from this service, users must buy sample collection kits on the website www.rheumakit.com.

2. Scope and modification of these terms and conditions of sale.

These terms and conditions of sale form the contract between the parties, namely RHEUMAKIT and the users who place an order on www.rheumakit.com. Deviations from these conditions shall not be permitted without prior written agreement of RHEUMAKIT. The lack of implementation of any provision within these Terms shall not be construed as a waiver of RHEUMAKIT to invoke it or recognition of any right on the part of the user.

RHEUMAKIT reserves the right to modify at any time these terms and conditions of sale.

The updated version will be available on the website www.rheumakit.com upon its entry into force. Any registered user before this coming into force and who continues to use the website www.rheumakit.com accepts, by this use, the modified terms and conditions of sale.

The possible invalidity of any provision of these terms and conditions shall not affect the validity of the remaining provisions.

3. Registration and confidentiality of access.

The order on www.rheumakit.com of sample collection kits requires a preliminary registration of the doctor and/or his agent acting in connection with the use of the platform on behalf of the doctor. During the registration process, the user must provide a login corresponding to his email address, and a password. He will also ensure that he and/or his representative is entitled to exercise the medical profession and indicate its acceptance of these terms and conditions of sale.

RHEUMAKIT reserves the right to terminate the registration of a user at any time, by e-mail, in the case he or a third party through his account, made repeated and clearly unsubstantiated claims or exhibit another abnormal behaviour or abusive behavior.

4. Order process and diagnosis support tool process.

The order process and the description of the diagnostic support tool are detailed in the section 'User instructions' available on the website www.rheumakit.com.

These terms and conditions of sale must be accepted by the user for each order placed on the website www.rheumakit.com.

The sale shall only be closed and final from the date of the order confirmation sent to the user by email.

5. Price and payment terms.

The price of the full RHEUMAKIT service, including VAT, is displayed in the summary of the order and includes transportation of the sample as well as the diagnosis support service that follows. The user acknowledges and agrees that, in case of negative quality control of the sample, he is likely to be charged transportation and quality control services.

Unless otherwise agreed in writing, invoices must be paid within 45 days after the date of issue.

6. Claims.

Any claim relating to the sample collection kits or the diagnosis support tool must be sent by registered letter within 15 days of receiving the kits or of the event at the origin of the claim.

7. Time.

Delivery and execution times provided by RHEUMAKIT are purely indicative and do not bind RHEUMAKIT. A delay in the delivery or execution shall in no circumstances give rise to any compensation.

8. Force majeure.

RHEUMAKIT shall not be held liable, both on the contractual and extra-contractual side in case of non execution, temporary or permanent, of its obligations if such failure results from force majeure or fortuitous case. Will be considered as fortuitous cases or force majeure, the following events: 1) loss or total or partial destruction of the computer system of RHEUMAKIT or its database when one or both of these events can not reasonably be directly attributed to RHEUMAKIT and it is not shown that RHEUMAKIT failed to take reasonable steps to prevent any of these events, 2) earthquakes, 3) fires 4) floods, 5) epidemics, 6) acts of war or terrorism, 7) strikes, declared or undeclared, 8) lockouts, 9) blockades, 10) insurrections and riots, 11) a power supply stop (such as electricity), 12) a failure of the Internet or the data storage system 13) a failure of the telecommunications network 14) a loss of connectivity to the Internet or the telecommunications network on which depends RHEUMAKIT, 15) a fact or decision of a third party where the decision affects the performance of this contract, or 16) any other cause beyond the reasonable control of RHEUMAKIT, such as, for example, act of IT/software piracy 17) loss, damage or total or partial destruction of one or more samples during transport when either of these events can not reasonably be directly attributed to RHEUMAKIT and that it is not shown that RHEUMAKIT failed to take reasonable steps to prevent any of these events.

If due to circumstances beyond the control of RHEUMAKIT, the performance of its obligations may be prosecuted or simply made more expensive or difficult, RHEUMAKIT and the doctor agree to negotiate in good faith and loyally an adaptation of the contract conditions within a reasonable time in order to restore its balance.

9. Liability of the doctor and/or his agent.

In accordance with these terms and conditions, the doctor and/or agent certifies that he is entitled to practice medicine. Failure by the doctor and/or agent of his obligations, statutory or otherwise, in any case does not entail a questioning of the responsibility of RHEUMAKIT. The doctor and/or his agent is obliged to use the sample collection kits and store the samples in accordance with the instructions provided by RHEUMAKIT through its www.rheumakit.com website or other documents sent before or upon delivery of the kit. He is therefore solely responsible for delays, defects and adverse consequences caused by not observing the instructions given.

The doctor and/or his agent also has overall responsibility for delays, defects and damaging consequences arising from inaccurate or incomplete information provided to RHEUMAKIT.

The doctor and/or his agent agrees to use the services provided by RHEUMAKIT for exclusively scientific and informational purposes to aid diagnostic purposes. The doctor can not consider the information obtained through the services provided by RHEUMAKIT like certain answers. The doctor and/or his agent remains solely responsible for his decisions and actions against the patient concerned by the use of service RHEUMAKIT.

The doctor and/or his agent has full responsibility to preserve the confidentiality of information relating to their account, including the password, and all operations performed under this account. The doctor agrees to inform without delay RHEUMAKIT about unauthorized use of his account or password or any other breach of security. The doctor can be held liable for damages incurred by RHEUMAKIT or any other person due to the use of his login, password or account by unauthorized third parties.

The doctor and/or his agent is also solely responsible for the data processing of his patients and can not in any circumstances hold RHEUMAKIT liable for any claim of one of his patients regarding the treatment of his data.

10. Liability of RHEUMAKIT.

The doctor acknowledges and agrees that all obligations which owes RHEUMAKIT for his service are exclusively of means and that RHEUMAKIT shall be liable only for its fraud or gross negligence.

In any case, the harm of which the doctor can apply the repair includes only the direct material damage resulting from the misconduct attributed to RHEUMAKIT, excluding any other damages (such as nonpecuniary damage, pleasure, enjoyment, a shortfall, ...) and shall in no case exceed 75% (excluding tax) of the amount actually paid by the physician performing the service.

11. Intellectual property.

Unless otherwise agreed in writing, drawings, illustrations, photos, layouts, compositions, software, and generally any work or text created or translated by RHEUMAKIT remain its exclusive property in accordance with the legal provisions regarding intellectual property.

12. Governing Law and Jurisdiction.

Any dispute relating to the order of the sample collection kits or services provided by RHEUMAKIT, and any dispute as to the validity, interpretation or performance of these terms and conditions of sale will be subject to Belgian law and the exclusive jurisdiction of the courts of Brussels acting in French.