

1. Object :

The general conditions of sale described hereafter detail the rights and obligations of the company “ad Science” and its “Client” with regard to the sale of licences for the use of “StatEL” software, contracts for StatEL updates, telephone support referred to hereafter as “service-software agreements”, and other ancillary services including but not restricted to development of specific software, training and statistical analysis of data. The signature of an estimate, purchase order or online purchase via the Paypal secure payment system implies the Client’s complete acceptance of these General Conditions of Sale.

2. Identification :

ad Science Company
55, Boulevard Pereire, 75017 PARIS – France / contact@adscience.eu
Tel : (+33 or 0)6 62 22 72 51 / Fax : (+33 or 0)1 42 67 17 57
SARL with equity of 8000 €
RCS Paris 482007895 / VAT N°: FR 77 482007895

3. Characteristics of “StatEL” software of the company “ad Science” :

The StatEL software family is to be used on a single workstation and aids statistical analysis using Microsoft’s® “Excel” spreadsheet software. It is the Client’s responsibility to own a legal copy of Microsoft’s® “Excel” software. “StatEL” software is compatible with Windows® (98 to Seven, 32 or 64bit) which use “Excel” (version 98 onwards) and the Mac OS X system (versions 10.3 onwards) running on Power PC or Intel processors, using “Excel” (versions X [10] and 2004 [11] only), and which have been updated with specific updates by Microsoft®. All “StatEL” software needs to be activated on the Client’s workstation, as a result of which when purchasing a licence for “StatEL” software, the “Client” agrees to execute on the workstation to be used, a command of StatEL’s menu which results in filling in a form, to sent to “ad Science” at “contact@adscience.eu”.

4. Price :

The prices for goods and services offered are those in force at the date of the order and are available on the following website: http://adscience.eu/statistical_software/pricing

Any “Client” wishing to benefit from the “Teaching/Research” prices must be able to prove membership of such an organisation by either using his institution’s official order form, or by supplying an e-mail address in the Client’s name from such an organisation. Prices are shown in euros (including VAT). Prices may be marked-up by support costs and /or transport costs, as applicable at the date of the order. The company ad Science reserves the right to modify prices at any time, however agrees to charge for goods and services at prices indicated at the time of the order.

5. Creation of on-line agreement :

Various methods of on-line payment (formalities, confirmation of the order, confirmation page) are administered by the secure payment website Paypal (<http://www.paypal.com>).

6. Payment conditions :

Unless otherwise stipulated, the invoice price is payable in total and in one payment, at the latest by the date indicated on the invoice. The company ad Science is a member of the ‘Centre de Gestion Agréé’, and payment can be made by cheque (payable to ad Science) or by bank transfer. On-line purchases are made using the Paypal secure payment website.

7. Cooling-off period :

The Client has seven (7) working days to cancel his order, starting from:

Le “Client” dispose d’un délai de rétractation de sept (7) jours francs à compter :

- The date of signature of an order form or estimate, in the case of a purchase of StatEL software or a service-software agreement,
- The date of on-line purchase of StatEL software,
- The date of acceptance of an offer for other services.

The Client’s cooling-off period ends when:

- The company “ad Science” has by e-mail or letter sent the “Client” :
 - a) Either a download link for the “StatEL” software ordered,
 - b) Or an update link for the “StatEL” software.
- The service is provided with the “Client’s” permission before the seven day period has expired

8. Delivery :

“StatEL” software or updates thereto are sent to the “Client” by an Internet connection to the e-mail address indicated by the “Client”. It is the “Client’s” responsibility to make sure that its e-mail tools do not consider messages sent from the “@adscience.fr” domain as spam. The delivery will take place no later than thirty (30) calendar days from:

- The date of receipt by “ad Science”, of the result of the activation macro (see art. 3)
- The date of signature of a purchase order

9. Delay Penalties:

Any delay in payment will result in the immediate application of penalty interests equal to the interest rate published by the European Central Bank for refinancing operations, increased by seven (7) percentage points. The refinancing rate is that in force at the final date for payment. This penalty, which is applied to the whole unpaid sum, will remain in force from the first day payment is due until final payment, without the need for prior warning.

10. Penal clause:

The lack of payment on the due date, results in the application of the penal clause, which shall be communicated to the “Client” by registered post. In case of no response within 8 days of receipt of said registered letter, a penalty of 25% of the unpaid amount will become due.

11. Discount :

No discount shall be available for early payment.

12. Promotional Offers :

Prices quoted by “ad Science” include any reductions and promotions which “ad Science” deems fit to grant.

13. Force Majeure :

The company “ad Science” cannot be held responsible for the non-execution or delays to the execution of its obligations as described in this contract in the case of Force Majeure. In this case, Force Majeure has the same meaning as art. 1148 of the French Civil Code.

14. Responsibility :

The company “ad Science” cannot be held responsible for the consequences of erroneous use of “StatEL” software, conclusions made on the basis of results following its use, nor for any problems in the functioning of the computer on which “StatEL” software is installed.

15. Engagement :

The “Client”, purchaser of a licence for the “StatEL” software, attests first having verified the correct functioning of the software on his computer by running a test version. All “StatEL” software’ needs to be configured to allow complete use on the “Client’s” computer. As a result, the “Client” accepts and commits to execute on the workstation to be used, a command of StatEL’s menu which results in filling in a form, to sent to “ad Science” at “contact@adscience.eu”. The company “ad Science” commits not to make any commercial use of the result of this activation. Given the stand-alone nature of the “StatEL” software, in the event the “Client” cannot use the workstation on which “StatEL” is activated, the “Client” will inform “ad Science” of his need to use “StatEL” software on another workstation, in order to allow “ad Science” to furnish the “Client” with a new version of the said software.

16. Renewal of the “service-software agreement” :

If the contract includes a clause permitting automatic renewal, the company “ad Science” shall inform the “Client” no earlier than three (3) months and no later than one (1) month before expiry, that the “Client” may cancel its contract. If a “service-software agreement” is offered in the contract for a pre-determined period, that contract is renewed tacitly at expiry, and at each anniversary date, for a period of one (1) year at the price in force at the time of renewal, unless it is cancelled in conformity with art. 17, below.

17. Cancellation of the “service-software agreement” :

The “Client” may cancel the “service-software agreement” each year by giving no less than one (1) month notice, counting from the anniversary date or the end of the free usage period. All cancellation requests must be made by registered post to “Société ad Science, 55 Boulevard Pereire, 75017 PARIS”. The company “ad Science” reserves the right to cancel the “service-software agreement” in case of non-payment by the “Client”. The cancellation is automatic in case of the death of the “Client” when a physical person, and bankruptcy, liquidation or court-ordered recovery of the “Client” when a legal person.

18. Intellectual property :

The company “ad Science” remains at all times the owner of the programming code of the software for which it has granted user licences. The sale to the “Client” of a “StatEL” software licence and/or its updates authorises the “Client” to make use of the software’s functionalities, however in no case bestows ownership rights. The “Client” agrees not to copy in whole or in part “StatEL” software, and not to use the programming code for his own purposes, or that of third parties. Any “Client” in breach of these obligations leaves himself exposed to prosecution.

19. Governing Law and Competence :

Any and all disputes arising between the company “ad Science” and the “Client” in the execution of these general conditions of sale, in case no amicable settlement can be reached, shall be decided by the Paris Commercial Tribunal (Tribunal de Commerce de Paris) on the basis of French law.