

1 | Foreword

The purpose of the present General Terms and Conditions of Sale and Services dated October 26th 2017 is to define the contractual relationship between You (the Client) and Us (the IRES Kudzu Science company) for any order placed on the Website www.kudzuscience.com or the Website <https://detoxproject.org/> concerning Products in accordance with the following stipulations.

2 | Definitions

The words and expressions listed below shall have the following meanings:

- **The Seller** refers to the IRES Kudzu Science company, a French law simplified share company (Société par actions simplifiée) with a capital of 260.000 euros, and its registered office at 2 Rue de la Durance – Europarc Meinau – 67100 STRASBOURG – France Telephone number: +33 (0)3 69 61 46 00, EU V.A.T. N° FR 44523572675, e-mail address: info@kudzuscience.com.
- **The Client** refers to any adult, competent person or any legal entity wishing to order Products on the Websites www.kudzuscience.com or <https://detoxproject.org/>.
- **The Products** refer to the Test Kits marketed on the Websites www.kudzuscience.com or <https://detoxproject.org/>.
- **The Product or a Product** refers to the Product specifically ordered by the Client on the Websites www.kudzuscience.com or <https://detoxproject.org/> among the range of Products.

3 | Presentation of IRES Kudzu Science Service

The Products sold on the Websites www.kudzuscience.com or <https://detoxproject.org/> are Testing Kits that enable the Client to measure toxic substances in his body.

The Client collects his own sample by undertaking to comply scrupulously with the procedure described in the User instructions enclosed with the kit. Then, the Client returns the sample to the Seller by means of the envelope (pre-paid or not) supplied with the kit. Then, the Seller takes charge of analysing the sample or having the sample analysed by an external laboratory.

The analysis results are then made available to the Client on the Website www.kudzuscience.com, in a personal site space, in the form of a downloadable Analysis Report.

Important! The Products marketed by the Seller are intended solely for domestic use and the analysis results are provided by way of an indication and information purposes only. The Client hereby expressly accepts and undertakes to refrain from using the Products and analysis results for any professional purposes whatsoever, or as a means of proof in support of any legal or administrative proceedings or actions of any nature whatsoever, under any circumstances and in any manner whatsoever.

4 | Orders

By placing any order on the Websites www.kudzuscience.com or <https://detoxproject.org/> the Client confirms and acknowledges his unreserved acceptance of the present General Terms and Conditions of Sale and Services and his agreement to waive any other conditions, including possibly his own general terms and conditions of purchase. The Client will be called upon to acknowledge his unreserved acceptance before his order is confirmed by ticking a box provided for this purpose on the Seller Website.

Placing an order on the Website is subject to compliance with the order procedure put in place by the Seller. This procedure is in the form of a series of different webpages indicating the steps the Client must follow to confirm his order. Before finally confirming and accepting the order, the Client has the possibility of checking all the details and correcting any possible errors.

In fact, all orders placed on the Website www.kudzuscience.com shall be in accordance with the following process, which the Client hereby accepts unreservedly:

- Selection of the Product(s) by the Client and addition in the cart.
- Check of the content of the cart, and confirmation of the order.
- Set up of a client account by choosing an identifier and a password, and giving the delivery and billing address as well as an e-mail address.
- Choice of the delivery method for the order, namely express or standard delivery.
- Acknowledgement of the acceptance of the General Terms and Conditions of Sale and Services by the Client.
- Payment of the order.
- Validation of the payment and confirmation of the order. An order confirmation e-mail is sent at the e-mail address provided. This confirmation contains the details of the order, along with the price and the delivery time(s) for the ordered Product(s) (with details, if needs be, of any problems or possible reservations raised by the order).

5 | Right to retract

Pursuant to the article L221-18 (14th March 2016) of the French Consumer Code, the Client has a period of 14 clear days from the date of receipt of the Product to retract his order and return it.

In the event of the Client exercising his right to retract, the reimbursement will be received within a maximum period of 14 days from the date of registration of the retraction request, in accordance with the provisions of article L221-18 of the French Consumer Code.

The Product covered by the retraction must absolutely be returned to the Seller in its original packaging, accompanied by the delivery note.

The Client is responsible for return shipping charges and liable for shipping risks up to the point of receipt of the package at the below-mentioned address. Accordingly, it is strongly recommended the use of a postal service that provides the Client with proof of his return.

It is hereby stipulated that Products returned damaged or incomplete will be neither accepted nor reimbursed.

Product returns for retraction reasons are to be sent to the following address:

IRES KUDZU SCIENCE
2, rue de la Durance – Europarc Meinau
67100 STRASBOURG (France)

6 | Price lists: Retail Price and Delivery Charges

6.1 | Retail price

The retail price of the Product(s) is indicated, in Euros [€], on the Websites www.kudzuscience.com or <https://detoxproject.org/>. The retail price, including applicable VAT, is the one displayed on the said site on the day of the order, as indicated in the Cart at the time of order confirmation. Any change in the applicable VAT rate will be immediately reflected on outstanding orders.

- Website www.kudzuscience.com: This price is indicated exclusive of delivery charges.

- Website <https://detoxproject.org/>: This price is indicated with delivery charges included.

6.2 | Delivery Charges

The Client is liable for the payment of all levies, taxes, duties or other services payable in accordance with French or European Community regulations or regulations in an importing country or a transit country. In addition, prices will be increased by the amount of any current or future levy, tax or duty that the Seller might be obliged to collect or pay as part of the goods and services sold and provided.

For the Website www.kudzuscience.com:

The delivery charges corresponding to the order are billed in addition to the Product price. The charges are indicated inclusive of VAT at the tax rate applicable on the date of the order.

The delivery charges indicated on the Website vary in relation to the delivery method and to the country of delivery. They are calculated automatically, once the Client has indicated the country in which he wishes the order to be delivered, in the section "delivery address" filled in before paying for the order. Any change in the applicable VAT rate will be immediately reflected on outstanding orders.

7 | Secure payment

For the Website www.kudzuscience.com:

The Client makes full and final payment for the Product(s) order when he confirms his order on the Website www.kudzuscience.com. Payment is by credit card and the Client is required to be the holder of the credit card used for payment.

All payments made on the Website www.kudzuscience.com are secured by means of the BNP Paribas Mercanet secure payment system. With this online payment system, credit card payments are made directly to the secure server at the BNP Paribas bank. Any details that the Client communicates as part of this payment are fully protected. The Seller will not receive details of the Client's credit card under any circumstances. The data exchanges are encrypted and secured by means of the SSL 3 (Secure Socket Layer) Internet protocol, which has become a worldwide standard usable with the principal Internet navigation tools.

For the Website <https://detoxproject.org/>:

The Client makes full and final payment for the Product(s) order when he confirms his order on the Website <https://detoxproject.org/>. Payment is done by using a Paypal account.

8 | Execution: Delivery time, Order progressing and delivery, Sample Return to the laboratory, Sub-contracting, Communication of the results

8.1 | Delivery time

For the Website www.kudzuscience.com:

For French clients, the order will be delivered to the Client in accordance with his choice at the time of order:

- Either by express delivery within a maximum period of 3 working days (including order processing time) once full and final payment has been received.
- Or by standard delivery within a maximum period of 5 days (including order processing time) once full and final payment has been received.

This delivery period is confirmed to the Client at the time of sending the order summary confirmation message which he receives after confirming his payment.

For International clients, the order will be delivered to the Client by standard delivery within a maximum period of 10 days (including order processing time) once full and final payment has been received.

The announced delivery periods are not contractual binding and any possible delay in delivery shall not create rights to compensation from the Seller. The Seller declines all liability for any delay in delivery due to the communication of an incorrect address, and any occurrence of an event of force majeure, including strikes, and particularly strikes on the part of transport companies or the French Post Office (La Poste).

In the event that certain Products might not be available at the time of the order, the Client will be informed immediately and he will be unable to add them to his Cart at the time of Product selection.

For the Website <https://detoxproject.org>:

The order will be delivered to the Client by standard delivery within a maximum period of 10 days (including order processing time) once full and final payment has been received.

This delivery period is confirmed to the Client at the time of sending the order summary confirmation message which he receives after confirming his payment.

The announced delivery periods are not contractual binding and any possible delay in delivery shall not create rights to compensation from the Seller. The Seller declines all liability for any delay in delivery due to the communication of an incorrect address, and any occurrence of an event of force majeure, including strikes, and particularly strikes on the part of transport companies or the French Post Office (La Poste).

8.2 | Order progressing and delivery

The Client receives an order progressing e-mail as soon as the order has been collected by the Customer Service.

A unique tracking number is allocated to each order at the time of the treatment by the postal service. This number can be given to the Client on request to the Customer Service.

The Products ordered are shipped at the Client's risks from the point of departure from the premises where they are stored. On arrival, the Client should ensure that the package is complete and in perfect condition and that the contents correspond exactly to the references and quantities ordered.

The Client must refuse to accept delivery if the package is damaged. If the Client notices the damage after the delivery person has left, he has seven (7) days to submit his complaint. In both cases, the Client should communicate his reservations within seven (7) days by sending an e-mail via the "Contact" section of the Website and, at the same time, sending a registered letter with acknowledgement of receipt to the following address:

IRES KUDZU SCIENCE
2, rue de la Durance – Europarc Meinau
67100 STRASBOURG (France)

Any complaint submitted outside these timeframes will not be accepted. If the Client does not state his reservations within seven (7) days, the Product delivered shall be deemed satisfactory and shall not be the subject of any later complaint.

8.3 | Sample Return to the laboratory

The testing kits are systematically sold with a means of return to the laboratory (pre-paid or not), with the exception of the test kits with direct reading of the results.

The Seller declines all liability for the risks involved in the loss of the sample until it is received by the laboratory in perfect condition.

Important! In order to guarantee the reliability of the results, the return methods specified in each test kit must be strictly observed.

8.4 | Subcontracting

The Seller can sub-contract analyses to partner laboratories that comply with requirement of its quality insurance department.

8.5 | Results Communication

The Seller will provide the Client with the results of the analysis performed within a maximum period of 15 to 20 days (depending on the Product ordered) from the date when the laboratory receives the sample.

Important! It is reminded that the analysis and the reliability of the results depend on the respect of the instructions for use provided with the Product, specifying the various precautions to take regarding the sampling, according to the kind of Product ordered.

In the event that the quality or quantity of the sample received would not enable the laboratory to perform the analysis, the Seller informs the Client that it is impossible to analyse the sample.

In the event that the quality of the sample might compromise the accuracy of the results (non-compliant sample), the Seller will contact the Client before performing the analysis. In the event of an analysis performed on a non-compliant sample, it is specified in the Analysis Report that the results accuracy is not guaranteed due to poor sample quality.

The Seller declines all liability for any delay in communicating results due to a technical problem affecting operations at the laboratory, or due to an event of force majeure, including electrical power failures which might affect the equipment used to analyse the samples.

However, the Seller pledges to advise the Client if the analysis is not achievable during the period assuring reliable results and/or to offer a substitution option.

The Analysis Report is made available for downloading in the space "Mon Kit Kudzu" on the Website www.kudzuscience.com. To access the results, the Client has to use the identifier appearing on the Kudzu Science Kit box and on the memo card supplied with the kit.

9 | Geographic region

The Products marketed by IRES Kudzu Science can be sent to the following countries: Metropolitan France, French overseas, Austria, Belgium, Bulgaria, Canada, the Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Morocco, the Netherlands, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, the United Kingdom and the United States.

The Client is responsible for obtaining information from the relevant official bodies in his country about the rules governing the importation of the Products marketed by IRES Kudzu Science. The Seller declines all liability towards the Client or any third party for the consequences of non-compliance with any such rules whatsoever.

10 | Liability

10.1 Without prejudice to any other provision of the present General Terms and Conditions of Sale and Services, the Seller may solely be liable in the event of the Product delivered not being conform to the Product ordered, or in the event of a latent defect in the Product delivered. Any complaint about the order placed shall be addressed to the Seller by means of a registered letter with acknowledgement of receipt within a period of 7 days following the date of receipt of the Product ordered. It is hereby stated that certain Product presentations on the Website www.kudzuscience.com or the Website <https://detoxproject.org> may contain elements that do not form part of the Product and that the Seller declines all liability for this fact.

10.2 Similarly, the Seller declines all liability in any event whatsoever for damage of any nature whatsoever (material, immaterial ...), and notably for cases of:

- Improper use of the Testing Kit that would render impossible the analysis of the sample sent to the Seller or would render the analysis results unreliable, unless the Client is able to prove that the Kit has been used correctly.
- Any error of interpretation regarding the advice provided on the Website, the results or the ensuing consequences for health, as the service provided by the Seller has no medical significance and shall not be considered in any manner whatsoever as a substitute for the opinion of a qualified medical practitioner.
- Damage which might be the result of Product malfunctions.
- Damage which might be caused directly or indirectly by the use of the Product, by negligence on the part of the user, by an abusive use of the Product, or use of the Product in combination with other elements provided at the Client's own initiative.
- Loss of the identifier enabling the Client to access the analysis results.

The Seller declines all liability if its failure to execute or the imperfect execution of its obligations would be due to the Client, to an unforeseeable and insurmountable act by a third party foreign to the services stipulated in the present General Terms and Conditions of Sale and Services, or to an unforeseeable, irresistible, and external event of force majeure.

10.3 The Seller declines all liability for the content and operation of other Websites linked to the Site, or for any damage whatsoever suffered by the Client due to visiting such sites.

Use of the Websites by the Client implies an understanding and acceptance of the characteristics and limitations of the Internet and its associated technologies, and particularly with regard to the lack of protection of certain data against possible misappropriation or hacking, and the risks of contamination by viruses possibly circulating on the Web.

The Seller declines all liability in the event of improper use or any incident whatsoever associated with the use of the computer, Internet access, server maintenance or malfunction, the telephone line or any other technical connection, the sending of forms to an incorrect or incomplete address, or any computer errors or faults whatsoever observed on the Site.

The IRES Kudzu Science company declines all liability for any of the information posted on the Website www.kudzuscience.com, notably concerning toxic compound categories or their effects, or for any hypertext links likely to be present on the Website www.kudzuscience.com, and which might direct users towards other Websites. The Seller declines all liability, for any reason whatsoever, for any prejudice whatsoever that the Client might suffer due to the aforementioned causes.

The IRES Kudzu Science Company is neither the owner nor the responsible party of the Website <https://detoxproject.org>.

10.4 In any event, the amount of the compensation payable by the Seller for any prejudice suffered shall be limited to the value of the order, except in case of gross negligence or wrongful intent on the part of the Seller. With the exception of cases expressly covered by current legislation, the Seller's liability is limited to the direct and foreseeable damages which might result from the use by the Client of the Site and the Products supplied.

10.5 The Seller shall be released from all its obligations in the event of a case of force majeure or unforeseen circumstances preventing the delivery of the Product to the location indicated at the time of order, or preventing the return of samples to the laboratory or the provision of the Analysis Report. In particular, the following events are considered to be cases of force majeure: acts of war or the risk of war, strikes, natural disasters such as floods, or fires and accidents, equipment breakdowns and, more generally, any event, independent of the Seller's control with a consequence of delaying or preventing the execution of the order or the availability of Product or the Analysis Report, and which could not be reasonably controlled or avoided.

11 | Intellectual Property

All rights owned by the Seller relative to the Products and Services offered by the latter, and particularly manufacturing secrets, unprotected technologies and all other information made available to the Client, are subject to an obligation of confidentiality and remain the full and exclusive property of the Seller. Under no circumstances shall the Products ordered by the Client and the services performed by the Seller confer on the Client any property rights whatsoever or any rights to an operating licence, or any rights to reproduce these Products or services or the technique employed.

The Client hereby undertakes to refrain from using the brand names or trademarks given to the Products and Services.

The Client also hereby undertakes not to damage in any manner whatsoever the value or the reputation of the brand names or trademarks owned by the IRES Kudzu Science company.

Similarly, the IRES Kudzu Science company is the exclusive owner of the Website www.kudzuscience.com, and of all photographs, texts and other elements and information appearing on the Site. Any reproduction, even partial, of these elements is prohibited.

12 | Freedom of Information - Personal data protection

In application of article 27 of the French law on freedom of information and personal data protection, the Client has a right of access, correction and cancellation of his personal data held by the Seller. The Client may exercise this right on the Website www.kudzuscience.com directly in the section "Mon compte" or via telephone by calling the Customer Service.

Provided that the Client has ticked the box allowing the Seller to send him offers or newsletters, the Seller will be able to send the Client information about the company and the Products, it being hereby specified that the Client is able to unsubscribe at any time whatsoever by ticking the box intended for this purpose.

Also, provided that the Client has ticked the box allowing the Seller to forward his e-mail address to third parties, he might receive offers from partners, it being hereby specified that the Client is able to unsubscribe at any time whatsoever by ticking the box intended for this purpose on IRES Kudzu Science Website or on partners' Websites.

The Website www.kudzuscience.com has been designed to be particularly attentive to its Clients' needs and for this purpose it resorts to the use of cookies. The aim of the cookie is to flag up the Client's visit to the Website. IRES Kudzu Science only uses cookies with the view to improving the customised service provided to the client.

In accordance with the provisions of the French law on freedom of information and personal data protection (informatique et libertés) dated 6th January 1978, the IRES Kudzu Science company has filed a declaration with the CNIL (French data protection body) concerning the computer processing of the Clients personal details.

13 | Applicable law

The present General Terms and Conditions of Sale and Services are governed solely by French law.

The language of the original document is French. In the event of the present General Terms and Conditions of Sale and Services being translated into a foreign language, the translated version shall be used for information purposes only, and only the text drafted in French shall have the force of law.

14 | Miscellaneous

Any failure on the part of the Seller or the Client to enforce their rights stipulated in the present General Terms and Conditions of sale and Services shall not constitute a waiver of these rights.

The Seller shall maintain records of orders and the corresponding invoices on a reliable and long-lasting medium which shall constitute a faithful copy of the said documents in accordance with article 1348 of the French Civil Code. This medium will constitute proof of communications, orders, payments and transactions between the parties.

In the event of one of the clauses of the present General Terms and Conditions of Sale and Services being declared null and void by a legal judgement, this nullity shall not affect the other clauses of the present General Terms and Conditions of Sale and Services which shall continue to have their full effect.

The Seller reserves the right to alter the present General Terms and Conditions of Sale and Services at any time. The conditions applicable to a given transaction shall be those in effect on the date of the order.

The Seller shall in no event be deemed to have the capacity of importer, manufacturer or packager for the sampling systems contained in the Products sold on the Website.

15 | Jurisdiction

Unless stipulated under mandatory contrary rules of procedure, the Courts in Strasbourg France shall have sole jurisdiction over any dispute arising from the interpretation and/or execution of the present General Terms and Conditions of Sale and Services.

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