

STANDARD TERMS OF SALE

1 - Scope of the standard terms of sale

1.1 By ordering a product, the buyer (hereinafter "you" or "your") is deemed to unconditionally accept and fully adhere to these standard terms of sale, which prevail over any other document that may be issued by the buyer, including any standard terms of purchase, unless otherwise expressly agreed by Hemodia (hereinafter "we", "our" or "us") in advance.

1.2 These standard terms of sale apply to all product sales finalised by us, unless we specifically decide otherwise with you prior to the order. By placing an order, you are therefore deemed to unconditionally adhere to these standard terms of sale, subject to any special terms that we may agree with you in writing.

1.3 Any document other than these standard terms of sale, including any catalogues, leaflets, advertisements and instructions, are provided for guidance and information purposes only and are not contractually binding.

1.4 If we do not enforce any provision of these standard terms of sale at any given time, this may not be construed as a waiver of our right to enforce it at a later date.

2 - Orders

Whenever you place an order with us, the order will be irrevocably binding on you unless we agree otherwise in writing. If you wish to make changes to the composition or volume of your order, you must submit a request to us in writing (including by fax or email) and it will only be processed if we receive it no more than eight (8) days after we received the original order. If you make changes to an order, we will cease to be bound by the delivery times agreed for the fulfilment of the order. A fixed handling fee of €25 will be charged for any orders under €300 exclusive of tax.

3 - Delivery

3.1 Delivery Times

Delivery times are approximate only as they depend, in particular, on carrier availability and the order in which we receive orders.

In the event of a late delivery, howsoever caused, you will not be entitled to claim any compensation or penalties, refuse to take delivery of the goods or cancel the sale, unless otherwise specifically agreed by contract.

3.2 Risk

The goods and the packaging are always carried at the consignee's risk, regardless of the method of carriage used or the terms agreed for the payment of the cost of the carriage operations (delivery paid by the seller or the buyer).

The risk associated with the products sold by us will pass when they leave our warehouses.

3.3 Carriage

If the goods are damaged or go missing in transit, you must notify all necessary reservations to the carrier. You will be deemed to have accepted the products unless reservations are notified to the carrier by registered post with acknowledgement of receipt within three (3) days of receipt of said products, in accordance with Article L. 133-3 of the French Commercial Code (*Code de Commerce*), and a copy of that letter must also be sent to us within that period.

3.4 Acceptance

3.4.1 Without prejudice to your obligation to notify reservations to the carrier as described in Clause 3.3, we will only process any type of claims relating to patent defects affecting the delivered products or missing products if they are notified to us in writing by registered post with acknowledgement of receipt within six (6) days of receipt of the goods.

3.4.2 You must provide all necessary evidence of the existence of the relevant defects, anomalies or missing products.

3.4.3 You may not return any goods to us without our express written consent, which may be obtained, in particular, by fax or email. We will only bear the costs incurred to return the products in the event that the patent defects or missing products are confirmed by us or our agent. The relevant products may only be returned using the carrier we select.

3.4.4 If patent defects or missing goods are confirmed by us or our agent after inspection, you will only be entitled to ask us to replace the non-compliant items and/or provide the missing goods, at our own expense, and may not claim any type of compensation or cancel the order.

3.4.5 Your unconditional acceptance of the ordered products covers any patent defects and/or missing goods. Any reservations must be confirmed in accordance with the provisions of Clause 3.4.1.

3.4.6 If you notify a claim in accordance with the terms and procedures set out in this Clause, this will not suspend your obligation to pay for the relevant goods.

3.4.7 We may not be held liable, in any circumstances whatsoever, for any event occurring during transit (destruction, damage, loss or theft) even if we chose the carrier.

3.5 Suspension of Deliveries

If you fail to pay all or part of any invoice on time, we reserve the right to suspend all pending and/or future deliveries after giving formal notice to pay with which you failed to comply within forty-eight (48) hours.

3.6 Full Advance Payment

Orders are accepted on the understanding that you are financially sound and will actually pay the sums owed on time, in accordance with the legislation in force.

Accordingly, if we have genuine or specific reasons to believe that you may have problems paying for the order, on the date of the order or thereafter, or if your financial position changes after our acceptance of the order, we may require you to pay the full amount of the order in advance or provide payment guarantees to us before we accept the order or continue to fulfil the order. If you refuse to pay in advance, without proposing any adequate guarantee, we may decide not to fulfil the one or more orders placed and not to deliver the relevant goods, in which case you will not be entitled to assert an unjustified refusal to sell or claim any type of compensation.

3.7 Refusing Orders

If you place an order with us but fail to pay for one or more orders, we may decide not to fulfil the order and not to deliver the relevant goods, in which case you will not be entitled to claim any type of compensation, on any ground whatsoever.

4 - Price List - Prices

4.1 Price List

Our price lists apply to all our customers on the same date. Our price lists are provided for information purposes and may be revised at any time during a given year, after informing our customers.

Any changes made to our price lists will automatically take effect on the date stated in the new price list.

4.2 Prices

The goods ordered will be charged at the prices stated in the price list in force on the date on which the order is placed. Our prices are stated in euros, exclusive of tax, and include carriage and packaging unless otherwise expressly agreed with you.

They apply subject to any increases or reductions caused by changes in the cost of raw materials, shortages, foreign exchange rates, state taxes, the cost of carriage operations, the cost of packaging or exceptional events (wars, strikes), etc.

Our prices are net prices, without any discount for early payment.

5 - Installation and Activation

Following prior training and the issuing of a training certificate by a training body approved by us, you are responsible for any installation or activation (in operating theatres) required for the electronic medical devices delivered by us.

6 - Terms of Payment

6.1 Payment

Our invoices are payable by an electronic bill of exchange or by wire transfer, within forty-five (45) days of the end of the month of delivery. For the purposes of these standard terms of sale, only the actual collection of drafts or electronic bills of exchange will be treated as a payment in full.

6.2. Non-payment

If you fail to pay any amount on time, you will be liable to pay late payment penalties at three (3) times the legal interest rate. Pursuant to Article L. 441-6 of the French Commercial Code, these penalties are due and payable by operation of law, on receipt of the notice informing you of the accrual of these penalties. You expressly agree to pay a fixed debt collection fee of €40 (on top of any court costs or legal interest) as damages, which is payable by operation of law and without any requirement to give you formal notice, whenever you fail to pay one of our invoices on time. If a draft that you have provided is not honoured on the maturity date, all sums owed to us will become immediately due and payable.

7 - Retention of Title

7.1 Title to our products will not pass to you until you have paid the price of those products in full (principal and ancillary amounts), even where deferred payment arrangements have been agreed.

Any conflicting clauses, including those included in any standard terms of purchase, will be deemed null and void in accordance with the provisions of Article L. 621-122 of the French Commercial Code.

7.2 We expressly reserve the right to exercise our rights held under this retention of title clause, for any given debt, in relation to all of our products held in your possession, which are presumed, by contract, to correspond to the unpaid products, and we may take them back or claim title to them as compensation for any unpaid invoices issued by us, without prejudice to our right to cancel pending sales.

7.3 You may only resell unpaid products in the ordinary course of your business and may not pledge any unpaid stock or grant a security interest over it in any circumstances whatsoever. In the event of non-payment, you agree not to resell a fraction of your stock corresponding to the quantity of unpaid products.

7.4 If court-ordered administration or compulsory winding-up proceedings are issued against you, all pending orders will be automatically cancelled and we reserve the right to claim title to the goods held in stock.

7.5 Notwithstanding this Clause, the risk associated with the goods will pass to you when they are delivered to you.

7.6 You will have legal custody of the goods from the time of delivery. If you fail to pay an invoice, and unless we prefer to demand the full and proper performance of the sale, we reserve the right to cancel the sale after giving formal notice and to claim back the delivered goods, in which case you will bear the cost of returning the goods and any payments already made will vest in us as damages.

8 - Warranty

8.1 You must check the products when they are delivered and any claim, reservation or complaint relating to missing goods or patent defects must be notified in accordance with the provisions of Clause 3. If patent defects are alleged, we will replace the defective parts after checking the existence of the alleged defects. You must provide all necessary evidence of the existence of the alleged defects and we reserve the right to directly or indirectly conduct on-site examinations and checks.

8.2 Any defects existing at the time of delivery, discovered by you during the product acceptance process, must be notified in writing within six (6) days of the date on which the non-compliance was discovered. No such claim will be processed if it is notified more than six (6) clear days from the delivery of the products. By accepting these standard terms of sale, you expressly agree that after the end of that period, you will not be entitled to assert the non-compliance of the products or rely on that non-compliance to form a counterclaim in defence of any debt collection proceedings we may issue.

If you fail to comply with those conditions, we disclaim all liability to you for any latent defect.

8.3 Our warranty does not cover any faults in or damage to the delivered products caused by improper storage and/or conservation conditions at your premises, in particular in the event of an accident of any kind whatsoever.

8.4 We warrant that our products will be free from any latent defects, in accordance with applicable laws, standard practice and case law, on the following terms and conditions: our warranty only applies to products that have been manufactured by us from start to finish and have duly become your property. It will not apply in the event that our products have been used in circumstances or at levels of performance that were not intended. Our warranty only covers latent defects. Design faults are not latent defects and you are deemed to have received full technical information on our products. Our warranty does not cover damage or wear caused by a special adaptation or assembly of our products (whether or not abnormal), unless carried out under our supervision. Under the terms of our warranty, we are only required to replace or repair defective parts and you are not entitled to claim damages, on any ground whatsoever. Our warranty is valid for the first six (6) months of use. You are deemed to start using our parts within no more than three (3) months of their provision. In any event, you must be able to prove the date on which you started using the parts. Our warranty expires, by operation of law, at the end of that period. Our warranty will also cease to apply, by operation of law, in the event that you fail to notify the alleged defect to us within six (6) clear days of discovery thereof and you will need to be able to prove the date of this discovery.

9 - Force Majeure

The following will be deemed force majeure or fortuitous events, releasing us from our obligation to deliver the goods within the originally agreed times: any events beyond the parties' control, which they could not reasonably be expected to foresee and which they could not reasonably be expected to avoid or overcome, to the extent that the occurrence of that event renders the fulfilment of either party's obligations completely impossible.

In particular, the following events will be treated as force majeure or fortuitous events, without limitation: accidents affecting the production, storage, marketing or carriage of our products along with fires, flooding, machinery breakdowns, total or partial strikes, wars, an inability to obtain supplies of raw materials, epidemics or supply shortages for a reason that is not attributable to us, etc. We will keep you informed, in a timely manner, of any occurrence of the circumstances and events listed above. In such a case, our contract with you will be suspended, by operation of law and without any entitlement to compensation, as of the date of the occurrence of the event.

10 - Jurisdiction

Any dispute relating to the enforceability, construction or performance of these standard terms of sale or the sale contracts entered into by us or to the payment of the price will be subject to the jurisdiction of the commercial court (*tribunal de commerce*) for the place of our registered office, regardless of the place of the order, delivery or payment or the method of payment used, and even in the event of third party claims or multiple defendants. This clause will prevail over any conflicting jurisdiction clauses appearing in any documents issued by you. Moreover, if you default in making a payment and we take legal action or any other type of action to collect the sums owed to us, you will be liable to pay the costs for serving orders and summons, any court costs and any fees charged by lawyers and judicial officers along with any ancillary costs and all costs connected to or arising from your failure to comply with the payment or delivery terms of the relevant order.