

TERMS AND CONDITIONS OF SALE

Applicable from 1 March 2025

1. - SCOPE OF APPLICATION OF THE TERMS AND CONDITIONS OF SALE

- 1.1. Any order for products implies unreserved acceptance by the buyer and its full and complete adherence to these Terms and Conditions of Sale, which prevail over any other document of the buyer and, in particular, over all terms and conditions of purchase, except with the express and prior agreement of HEMODIA.
- 1.2. These Terms and Conditions of Sale may be supplemented by Regulatory General Conditions, applicable to distributors of Medical Devices.
- 1.3. These Terms and Conditions of Sale may be waived by Specific Terms of Sale applicable to certain products.
- 1.4. These terms and conditions of sale apply to all sales of products by HEMODIA, unless otherwise specifically agreed prior to the order established between the parties.
- 1.5. Consequently, placement of an order by a customer implies unreserved adherence of the latter to these Terms and Conditions of Sale, but also to the Regulatory General Conditions and the Specific Terms of Sale applicable to certain products, granted in writing by HEMODIA to the buyer.
- 1.6. The Terms and Conditions of Sale, the Regulatory General Conditions and the Specific Terms of Sale applicable to certain products are provided directly from HEMODIA, but are also published on the website of HEMODIA, which all users may access. Since all commercial documents from HEMODIA refer to the link to access these documents on its website and inform the potential customer that it is his responsibility to read them and download them, and that the beginning or continuation of a business relationship implies, on his part, awareness and full acceptance of said conditions.
- 1.7. Any document other than these terms and conditions of sale, notably catalogues, prospectuses, advertising or notices, are only for informative purposes and are, therefore, not contractual.
- 1.8. The fact that HEMODIA does not avail itself at a given time of any one of these terms and conditions of sale cannot be interpreted as a waiver of its right to avail itself of them at a later time.

2. - ORDERS

- 2.1. Orders must be sent to HEMODIA, preferably by email, in the form of purchase orders in ".pdf" format or, failing that, by fax, using the following contact details:

commandes@hemodia.com Fax: 05 61 00 49 03

- 2.2. Orders sent to HEMODIA are irrevocable by the customer, unless we accept them in writing.
- 2.3. Any request to change the composition or volume of an order placed by a customer can only be taken into account by HEMODIA if the request is sent in writing, by email or fax, and has reached HEMODIA no later than **EIGHT (8) days** after receipt of the initial order.
- 2.4. In any event, upon modification of an order by the customer, HEMODIA will be released from the deadlines, if any, agreed for its execution.
- 2.5. Orders and changes to orders of less than **200 euros excluding taxes** will result in the invoicing of handling fees billed at a flat rate of **35 euros excluding taxes**. This minimum is for orders that can be delivered to a single location.

3. DELIVERY

- 3.1. **Time frames:** The delivery time frames are given for informational and indicative purposes; they depend, in particular, on the availability of transporters and the order of arrival of orders.

Delays for any reason whatsoever may not be grounds for compensation, penalties, refusal of goods or cancellation of the sale, unless there is a specific and prior contractual agreement.

- 3.2. **Transfer of risks:** The transfer of risks to the customer for the products sold by HEMODIA takes place upon departure from our warehouses.

3.3. **Transport:**

- 3.3.1. The goods and packaging always travel at the risk of the receiving customer, who is responsible for receiving them and for any recourse against the transporter, regardless of the mode of transport and the terms of payment of the transport price, free of charge or carriage-due.
- 3.3.2. It is up to the customer, in the event of damage to the goods delivered or missing, to express all the necessary reservations with the transporter by specifying on the waybill (paper or paperless), the number of missing packages and/or unusable products. The delivery note and the waybill must be signed with the stamp mentioning the company name and the name of the recipient, and be systematically returned to the driver at the end of unloading. Otherwise, no complaint can be accepted and the delivered products will be deemed to have been irrevocably accepted.
- 3.3.3. In addition, any reservation of receipt relating to transport must then be confirmed by ordinary letter sent by email to ADV@hemodia.com within **THREE (3) days**, specifying the name, reference and quantity of the product concerned by the missing and/or damaged items as well as the number of the delivery note.

3.4. **Acceptance**

- 3.4.1. Without prejudice to the actions to be taken by the customer vis-à-vis the transporter, as described in article 3.3, in case of apparent defects or missing items, any complaint, regardless of the nature, involving the products delivered, shall only be accepted by HEMODIA if it is provided in writing and sent by registered letter with confirmation of receipt within **SIX (6) days** following receipt of the merchandise.
- 3.4.2. It is the responsibility of the buyer to provide all supporting documentation regarding the reality of the defects, anomalies or missing items observed.

- 3.4.3. No return of the goods may be made by the customer without the express prior written consent of HEMODIA, notably obtained by fax or email. The return costs will be the responsibility of HEMODIA in the event that an apparent defect in the products is, in fact and beforehand, observed by the latter or its agent. Only the transporter chosen by HEMODIA is authorised to return the products concerned.
- 3.4.4. When, after checking, an apparent defect or a missing item is discovered by HEMODIA or its agent, the customer may only ask HEMODIA to replace the non-compliant items and/or to complete the missing items, at the expense of the latter, without the customer being able to claim any compensation or resolution of the order.
- 3.4.5. Acceptance without reservation by the customer covers all obvious defects and/or missing items. Any reservation must be confirmed under the conditions provided for in this Article 3.4.
- 3.4.6. The complaint made by the buyer under the conditions and in the manner described in this article does not suspend the requirement for the customer to pay for the goods concerned.
- 3.4.7. Under no circumstances may HEMODIA be held liable for events occurring after the departure from its warehouses and, in particular, during transport, in the event of destruction, damage, loss or theft, even if it has chosen the transporter.
- 3.5. **Suspension of deliveries:** In the event of non-payment of all or part of an invoice come due, after formal notice has remained without effect within 48 hours, HEMODIA reserves the right to suspend any current and/or future delivery.
- 3.6. **Cash payment:**
- 3.6.1. All orders that we agree to execute are executed taking into account the fact that the customer provides sufficient financial guarantees and that it will actually pay the amounts due on their due date, in accordance with legislation. As such, if HEMODIA has serious or particular reasons to fear payment difficulties on the part of the customer on the date of the order, or after it, or if the customer does not provide the same guarantees as on the date of acceptance of the order, HEMODIA may make acceptance of the order or continuation of its execution contingent on cash payment or on provision, by the customer, of guarantees to HEMODIA.
- 3.6.2. If the customer refuses to make payment by cash, without offering a sufficient guarantee, HEMODIA may refuse to honour the order(s) placed and to deliver the goods concerned, without the customer being able to claim an unjustified refusal to sell, or claim any compensation.
- 3.7. **Order refusal:** In the event that a customer places an order with HEMODIA without having previously paid invoice(s) come due, HEMODIA may refuse the order and/or refuse to deliver the goods for shipment pending correction of the situation, without the customer being entitled to any compensation, for any reason whatsoever.

4. PRICE LIST - PRICE

- 4.1. **Price list:** Price lists are applicable to all customers on the same date. These prices are given as an indication and may be modified, after prior notification to our customers. Any price changes will be automatically applicable on the date indicated on the new price list.
- 4.2. **Price:** Our prices are set by the rate in effect on the day the order is placed. They are expressed in Euros, excluding taxes, packing and shipping included, unless otherwise expressly agreed with the

customer. They are always expressed with a reservation for the unpredictability of fluctuations in raw materials prices, shortages, changes in foreign exchange rates, the effect of new state taxes, changes in transport costs and packing costs, the occurrence of exceptional events (war and strike) etc. downward or upward. Our prices are calculated net and without discount.

5. TERMS OF PAYMENT:

- 5.1. **Payment:** Subject to the provisions of Article 3 of these conditions, our invoices are payable by Bill of Exchange or bank transfer within 45 days of the end of the month of delivery. Only the actual and final collection of the expected provision will be considered full payment as intended in these terms and conditions of sale.
- 5.2. **Payment default:** Any amount not paid by the due date will give rise to payment by the customer of penalties set at three (3) times the legal interest rate. Pursuant to Article L441-6 of the Code of Commerce, these penalties are due by right, upon receipt of the notice informing the buyer that we have debited them. By express agreement, failure to pay our invoices by the due date automatically, and without formal notice, results in assessment of a set fee of 40 Euros, in addition to legal costs and interest. Failure to pay an invoice by the due date results in forfeiture of the term for all of our receivables.

6. RETENTION OF OWNERSHIP

- 6.1. The transfer of ownership of our products is suspended until they have been paid for in full by the customer, in principal and related charges, even if payment terms have been granted. Any clause to the contrary, in particular inserted in the terms and conditions of purchase, is deemed unwritten, in accordance with Article L.621-115 et seq. of the Code of Commerce.
- 6.2. By express agreement, HEMODIA may apply the rights that it holds under this clause of retention of ownership for any one of its receivables, for all of its products in the customer's possession, the last ones being contractually presumed as being those for which payment has not been made, and HEMODIA will be able to take them back or reclaim them as compensation for all of its unpaid invoices, without prejudice to its right to cancel sales in progress.
- 6.3. The customer will only be able to resell its products for which payment was not made within the framework of normal operations of its business, and will not under any circumstances be able to pledge or offer the stocks for which payment has not been made as a guarantee. In case of payment default, the customer is prohibited from reselling its stocks to the limit of the amount of products for which payment has not been made.
- 6.4. In case of the opening of a procedure of court-ordered reorganisation, orders in progress will automatically be cancelled; and HEMODIA reserves the right to reclaim the merchandise in stock.
- 6.5. This clause does not prevent the risks of the goods from being transferred to the buyer as soon as they leave the HEMODIA warehouse.
- 6.6. From the date of delivery, the buyer is the depositary and custodian of said goods. In the event of non-payment and unless the we prefer to request full and complete execution of the sale, we reserve the right to terminate the sale after formal notice and to reclaim the delivered goods, with the return costs remaining the Customer's expense and with payments made being retained by us under a penalty clause.

7. GUARANTEE

- 7.1. The products must be checked by the customer upon delivery and any claim, reservation or dispute relating to apparent shortages or defects must be made under the conditions stated in Article 3. In the event of apparent defects, the defective items are replaced by us, subject to verification of the alleged defects. The customer must provide any justification as to the reality of the defects found, and HEMODIA reserves the right to proceed, directly or indirectly, with any observation or verification on site.
- 7.2. The reporting of defects existing at the time of delivery, and revealed upon receipt of the products, must be done by the customer in writing within **SIX (6) days** of the date on which he has discovered the lack of conformity. No report will be taken into account if it occurs more than **SIX (6) clear days** after delivery of the products. It is expressly agreed by the customer's acceptance of these terms and conditions of sale that after the expiry of this period, the customer may not invoke non-conformity of the products, nor assert it as a counter-claim to defend itself in a debt recovery action initiated by HEMODIA. In the absence of compliance with these conditions, HEMODIA's liability towards the customer, due to an apparent defect, cannot be called into question.
- 7.3. Defects or deterioration of the products delivered as a result of abnormal storage and/or conservation conditions at the customer's premises, in particular in the event of an accident of any kind whatsoever, shall not grant entitlement to the guarantee due by HEMODIA.
- 7.4. HEMODIA guarantees its products against hidden defects, in accordance with the law, practices, case law, and under the following conditions: our guarantee applies only to products that have been entirely manufactured by HEMODIA and that have lawfully become the property of the buyer.
- 7.5. It is excluded if our products have been used under unintended conditions of use. Our warranty only covers hidden defects. A design defect is not a hidden defect and our customers are deemed to have received all the technical information relating to our products. We do not cover damage and wear resulting from special fitting or assembly, whether abnormal or not, of our products unless this has been done under our supervision. Our warranty is limited to the replacement or repair of defective parts, without the customer being able to claim damages, for any reason whatsoever. Our warranty is limited to the first six months of use. Our parts are deemed to be used by our customers at the latest within 3 months of availability. In any case, our customers must justify the start date of use. Our guarantee automatically ends upon expiration of this period.
- 7.6. Our guarantee automatically ceases if our customer has not notified us of the alleged defect within **SIX (6) clear days** from its discovery; it is his responsibility to prove the day of this discovery.
- 7.7. In the event of a proven defect in HEMODIA's products, its liability will be limited solely to direct damage, excluding indirect damage (notably any financial or commercial damage, loss of data, loss of margin, harm to image, property damage and consequential losses).

8. QUALITY/MATERIALS VIGILANCE

- 8.1. For non-compliant products, complaints and incident reports, the Customer shall contact HEMODIA, preferably by email at:

reclamations@hemodia.com

and then collaborates free of charge with related investigations.

- 8.2. The Customer does not undertake any investigation on a product in his possession that is likely to modify it to the point of compromising the manufacturer's future investigations.
- 8.3. The prior agreement of HEMODIA is required before any return of a soiled product.
- 8.4. The Customer agrees that a single copy of a user manual will be provided for multiple products provided to a single user and/or at a single location. On request, other notices are sent free of charge.
- 8.5. Unsold products cannot be taken back.

9. FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

9.1. Force majeure:

9.1.1. Force majeure or unforeseen circumstances that release HEMODIA from its obligation to deliver within the initially agreed timeframes are considered as events beyond the control of the parties, which they could not reasonably have been expected to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence makes it completely impossible to fulfil obligations.

9.1.2. The following are also considered to be cases of force majeure or unforeseen circumstances, without this list being exhaustive: accidents affecting the production, storage, commercialisation or transport of our products, as well as fire, flood, machine breakdown, total or partial strikes, war, the impossibility of being supplied with raw materials, epidemic, or supply disruption for a cause not attributable to HEMODIA, blockages of industrial sites or storage warehouses or transport routes, shortage, health crisis, epidemic or pandemic, climatic hazard of exceptional magnitude, etc. HEMODIA will keep the customer informed, in a timely manner, of the cases and events listed above; the contract binding HEMODIA and the customer will then be automatically suspended without compensation, from the date of occurrence of the event.

9.2. Unforeseen circumstances:

9.2.1. In accordance with article 1195 of the Civil Code, if a change in circumstances, unforeseeable at the time of establishment of the contract, renders performance of it excessively costly for a party who had not agreed to assume such risk, the latter may request to renegotiate the contract with its co-contracting party.

9.2.2. In the event of refusal or failure of the renegotiation, the parties may agree to terminate the contract, on the date and under the conditions they determine.

10. PROTECTION OF PERSONAL DATA

The personal information of employees of our Customers and, in general, any information collected by HEMODIA about its Customers may be the subject of computer processing intended to ensure proper management of the commercial activity between HEMODIA and its Customers.

In accordance with regulations, the employees of our Customers have a right to access, rectify and delete personal information concerning them which they can exercise by writing to:

donneespersonnelles@hemodia.com

11.ASSIGNMENT OF JURISDICTION

Any dispute concerning the application of these terms and conditions of sale and their interpretation, execution and the sales contracts established by HEMODIA, or payment of the price, shall be brought before the Commerce Court at the location of HEMODIA's registered office, regardless of the place of order, delivery, and payment and the method of payment, and even in the event of a guarantee claim or multiple defendants, without the jurisdiction clauses that may exist in the buyers' documents being able to prevent the application of this clause. Unless HEMODIA decides to refer the matter to another competent court, in particular that at the location of the Client's registered office or the location of the delivered products. Moreover, in the event of legal action or any other action for recovery of receivables by HEMODIA, the costs of summons, court fees, as well as the fees of lawyers and bailiffs, as well as any additional costs, will be the responsibility of the customer at fault, including costs related to or resulting from failure by the customer to respect the terms of payment or delivery for the order in question.

12.APPLICABLE LANGUAGE

These terms and conditions of sale are drafted in French and may be communicated in a translated version to facilitate the understanding of foreign customers. In the event of a dispute over the translation, only the French version will be enforceable against HEMODIA.

13.MODIFICATION OF THE TCS

Hemodia reserves the right to modify its TCS at any time. Changes will be published on the website and will take effect as soon as they are published. The applicable TCS are those in effect at the time of order placement.