# GENERAL TERMS AND CONDITIONS OF SALE (PROVISION OF SERVICES)

## ARTICLE 1: Scope

These General Terms and Conditions of Sale (hereinafter "GTCS") apply to all services provided by SELENIUM MEDICAL, a simplified joint-stock company with share capital of €148,570, whose registered office is located at 9049 rue de Québec in LA ROCHELLE (17000), listed in the LA ROCHELLE Trade and Companies Register under number 511 567 026 (hereinafter "**the Service Provider**") to its professional customers (hereinafter "**the Customer**").

In accordance with Article L 441-6 of the French Commercial Code, the Service Provider's GTCS constitute the sole basis of the commercial negotiation.

They are expressly approved by the Customer, who acknowledges having perfect knowledge of them and therefore waives relying on any contradictory document and in particular, its own Terms and Conditions of Purchase ("TCP") that will not be binding with respect to the Service Provider, in the absence of a fair and effective negotiation.

In the absence of negotiation of special terms and conditions, in particular within the framework of a service contract, the GTCS are deemed to be accepted in full by the Customer and govern all services rendered in the context of the commercial relationship between the Service Provider and the Customer.

The Service Provider reserves the right to modify its GTCS at any time. The applicable GTCS are those in force at the time when the order is placed.

## ARTICLE 2: Orders

2-1: Order process

2.1.1. Any order placed by the Customer will lead, in advance, to the preparation of an offer by the Service Provider. For this purpose, the Customer will provide the Service Provider with all the information needed to enable the Service Provider to analyse said order, and in particular: the nature and essential characteristics of the considered service provision, the desired completion dates, the potential technical constraints, any specifications or technical specifications, the estimated budget, etc.
If the Service Provider does not have all the information to draw up an offer or if this information is incomplete, it may need to ask the Customer for clarification, who must provide all the required answers. In addition, in the absence of specifications communicated by the Customer, the Service Provider will be responsible for preparing it.
The offer includes a period of validity of three (3) months after which the quote and the conditions stipulated therein will be null and void.

2.1.2. The sales of services are considered complete after, on the one hand, the express acceptance of the offer in writing by the Customer (which can be the subject of a Customer purchase order) and on the other hand, the written acceptance of this order by the Service Provider (represented by an acknowledgement of receipt from the Service Provider).

The order will be confirmed by the Service Provider within twenty-four (24) to seventy-two (72) hours upon receipt by the Service Provider either of the Customer's purchase order, or of the medical devices, which are the subject of the services performed by the Service Provider, provided that upon receipt of the medical devices, the Service Provider does not identify a quality problem that would prevent the proper performance of the services.

2-2: Order changes

To the context possible for the Service Provider, any order changes requested by the Customer will be taken into account only to the extent that they are notified at least five (5) days before the scheduled date for the provision of the services ordered, after signature by the Customer of a specific purchase order and the possible adjustment of the price.

2-3: Order cancellation

In the event of cancellation of the order by the Customer occurs beyond the deadline established by Article 2-2 "Order Changes" for any reason, except force majeure, the deposit amount will be definitively acquired by the Service Provider. This sum will correspond either to the sales price of the work undertaken, or to a minimum of 10% of the total invoice.

2-4: Open orders

If the corrections made by the Customer to the provisional estimates of the overall open order or delivery orders schedule deviate by at least 10% (more or less) from the amount of said estimates, the Service Provider will evaluate the consequences of these variations. In this case, the parties must therefore consult to find a solution for the consequences of this difference, likely to change the balance of the contract to the detriment of the Service Provider.

In the event of an increase, the Service Provider shall do its utmost to satisfy the Customer's request, within the limits of its abilities (production, transport, subcontracting, etc.)

## ARTICLE 3: Prices

The services are provided at the rates in effect on the date of placing the order by the Customer, according to the quote previously drawn up by the Service Provider and accepted by the Customer, as indicated in Article 2 "Orders" above.

Prices are expressed in euros (€) and are exclusive of taxes and freight costs.

## ARTICLE 4: Payment Terms and Conditions

4-1: Invoices are drawn up by the Service Provider on the day of the issue of the delivery note for medical devices, which is the subject of services.

They are payable in full within thirty (30) days from the date of issue of the invoice, unless otherwise specified by a special condition negotiated between the parties.

Invoices are payable in all circumstances at the registered office of the Service Provider or at any place designated for this purpose by the Service Provider to the Customer.

Payments are made in euros by bank transfer, in accordance with the payment deadline set for the order - the Customer must take all measures to ensure that the payment is effective at the same date.

4-2: In case of payment by bank transfer, bank charges that may be applied will be borne by the Customer.

4-3: Any payment by bill of exchange must include their acceptance. In the absence of acceptance, the balance of the account would become immediately due without further notice.

4-4: No discount will be charged by the Service Provider for cash payment or in a period less than that indicated in the GTCS or on the invoice issued by the Service Provider.

4-5: Order deposit

A deposit equal to fifty (50) percent (%) of the total price of the services ordered by the Customer may be required by the Service Provider.

4-6: Late payment – Payment default

In case of late payment, the Customer will be automatically liable for the lump sum compensation of forty (40) euros for recovery costs. When the recovery costs incurred by the Service Provider exceed the amount of this fixed penalty, the Service Provider reserves the right to request additional compensation upon providing corresponding documentary evidence.
In addition, for any amount not paid at the due date, late payment penalties will be applicable at the rate of three (3) times the statutory interest rate in force in France, from the day following the day on which the payment of the invoice was due. These penalties will be acquired automatically and as of right by the Service Provider, without any prior formal notice.

Any failure to pay will also result in the immediate payment of all amounts due to the Service Provider by the Customer, without prejudice to any action that the Service Provider would be entitled to bring, in this respect, against the Customer.

In case of non-compliance with the payment terms listed above, the Service Provider also reserves the right to suspend or cancel the execution of the services ordered by the Customer until full payment of the unpaid invoice without this non-performance being able to be considered as attributable to it. **In accordance with Article L.521-1 of the French Commercial Code, the Customer agrees to pledge, for the benefit of the Service Provider, the medical devices that will be delivered to the Service Provider as part of**

**the performance of the services requested and, in order to guarantee the payment of the price of these services.**

Any negative change in the Customer's credit and in general any change, whatever the cause, in the Customer's situation, may warrant the requirement of guarantees and/or special payment terms established by the Service Provider, or refusal by the Service Provider to process the orders made by the Customer.

## ARTICLE 5: Terms of delivery of services

5-1: Receipt of medical devices by the Service Provider

Upon receipt of the medical devices, the Service Provider will ensure:

- The identification and traceability of medical devices delivered by the Customer;
- Their proper storage conditions;
- The proper reconciliation of the items provided in batches (notices, products, etc.).
- The consistency of the quantity of medical devices received by the service provider with the one indicated on the customer's purchase order. The customer acknowledges the service provider's right to process and manufacture all the quantities received in a ratio of ±10% of the quantity ordered. Invoicing will be established in accordance with the quantities processed by the service provider.

5-2: Transport of medical devices

The Customer will transport the medical devices, object of the services, to the premises of the Service Provider for the performance of the services. The cost of this transport will be borne by the Customer. As a result, insurance covering the medical devices until the destination will be defined at the sole expense of the Customer.

Once the services have been provided by the Service Provider, the medical devices that have been the subject of services will be made available to the Customer by the Service Provider in the premises of the latter.

In the event that the Customer would like the Service Provider to take care of the transit, it accepts by default that the Service Provider chooses the carrier and the costs inherent to the transport.

5-3: Packing for transport

The regulatory transport specificities inherent to the goods, their container or country of destination must be clearly established in the specifications before any first shipment.

5-4: Storage

If the Customer wants the medical devices to be stored in the premises of the Service Provider, it must specify this on the purchase order and in this case they will no longer be guaranteed against damage and other accidents.

5-5: Delivery/provision times of the services

Delivery times for medical devices and/or the provision of services, indicated by the Service Provider are given as an indication.

Consequently, any reasonable delay in the delivery of the medical devices and/or the provision of services may not give rise to the Customer's benefit to the awarding of damages, compensation, deductions or cancellation of the order. In addition, these time frames are subject to the Service Provider receiving in good time all of the information to be provided by the Customer.

5-6: Damage/loss of goods

In case of damage and/or loss of the goods transported, it is the responsibility of the recipient to make all the necessary reservations in order to exercise any recourse with the transport company or carrier. However, it is the sole responsibility of the customer to take out additional insurance at its expense, if it wishes to be reimbursed ad valorem.

## ARTICLE 6: Commitments of the Service Provider – Compliance of the provision of services

6-1: The Service Provider guarantees, in accordance with the legal and regulatory provisions applicable to its activity, the Customer, against any lack of compliance of the services with the specifications contained in the specifications validated by the parties.

It undertakes to assign professionals with the necessary skills to ensure the performance of the Services, in accordance with applicable health and safety standards.

Any complaint relating to the services of SELENIUM Medical, its subsidiaries, or its laboratory may be submitted in writing to the following address: qualite@selenium-medical.com. The service provider makes its complaints handling process available upon request and guarantees impartial and objective processing of complaints.

6-2: The Service Provider cannot be held responsible for any lack of compliance detected on the Customer's medical devices when they are received by the Service Provider (lack of traceability, visual defect) or hidden defects revealed as a result of one of the services (unsuitable surface condition, deposit of machining material, traces of machining), the latter will continue the provision of the services as initially planned.

In order to assert its rights, the Customer shall, under pain of forfeiture of any action relating thereto, inform the Service Provider, in writing, of the existence of any lack of compliance in the performance of services within a maximum period of twenty-four (24) hours from their discovery and at the latest within eight (8) days of the provision of the medical devices by the Service Provider. Any medical device that has been modified, transformed or used, after being made available by the Service Provider to the Customer, will not be the subject of a claim. The defective part of the medical devices received, cannot be justification for the total rejection of the service, nor a late payment for the compliant part and cannot justify the cancellation of the order.

In the event of non-compliant service(s) recognized by the Service Provider following the examination of the evidence provided by the Customer (photographs, etc.) and which may be corrected, the Service Provider will be required to perform again, at its expense, the services provided on the medical devices concerned.

On the other hand, if it is demonstrated, in light of the evidence provided by the Customer, that for a given medical device, the lack of compliance of the services cannot be corrected, the Service Provider will issue a credit corresponding to the price of the services relating to the medical device concerned.

6-3: Audits

The Service Provider undertakes to accept the visits of authorized third parties whose mission is to check the conditions in which the services are performed on behalf of the Customer. These visits may include unannounced audits, the Service Provider reserves the right to charge the Customer up to €1,000/day to cover the internal costs generated.

6-4: Final proof and label printouts

The Customer is solely responsible for the information provided to the Service Provider for the labelling of medical devices. The Customer's signature of the Final Proof exonerates the Service Provider from any liability for errors or omissions that may occur after the labelling of the medical devices. Likewise, any order executed without a final proof at the express request of the Customer, exonerates the Service Provider from any liability for the notes inserted on the medical device labels.

6-5: Insurance

The Service Provider and its subcontractors are insured for the consequences of their civil liability with a notoriously solvent insurance company, in the event that their civil liability is engaged with respect to the Customer, its employees, its possible subcontractors and generally speaking towards any third party.

6-6: Force Majeure

Cases of force majeure indifferently targeting the Service Provider or its subcontractors, release the Service Provider from all commitments and indemnifications with respect to the Customer. The following, in particular, are considered cases of force majeure:

- The destruction affecting all or part of the Service Provider's facilities and the Service Provider's technical resources
- serious public disorder, wars, strikes, riots, government action, epidemics, interruption to means of transport and communication, interruption of energy supplies

- natural catastrophes, cold snaps or any other similar events.
- the unavailability of subcontractors of the Service Provider,

and more generally any events or causes beyond the control of a party and preventing the said party from fulfilling its contractual obligations in good faith.

ARTICLE 7: Subcontracting

The Service Provider reserves the right to subcontract part of the performance of services to service providers meeting the same qualification requirements as itself, having previously informed the Customer of such. The Service Provider will remain responsible for the successful completion of outsourced services.

The subcontractor will undertake to keep confidential any information that he becomes aware of when performing the services.

ARTICLE 8: Confidentiality - Intellectual Property Rights

Each party is bound by a confidentiality commitment with regard to the information provided by the other Party in connection with the performance of the services. Any information relating to the technical data (in particular studies, models, plans) provided by the Customer and necessary for the execution of the services is the property of the Customer. At the same time, any technical development carried out by the Service Provider as part of the execution of the services provided, on its own initiative, is the property of the Service Provider.

If the Customer and the Service Provider enter into a confidentiality agreement, it will remain in force for a period of six (6) years from the date of its signature.

All trademarks registered by the Service Provider, which are used by the Customer, whatever the medium, must be annotated with reference to the Service Provider's ownership. It is the same for the labels or brands, property of the Customer, which would be used by the Service Provider.

ARTICLE 9: Applicable law - Jurisdiction

9.1: Applicable law

By express agreement between the parties, the GTCS and the resulting provision of services are governed by French law.

9.2: Translation of GTCS

The GTCS are written in French. In the event that they are translated into several languages, only the French text shall prevail in the event of dispute.

9.3: Jurisdiction

In order to jointly find an amicable solution to any dispute that arises in the execution of the GTCS, the parties agree to meet within eight (8) days of the occurrence of the dispute at the initiative of the most diligent party.

If at the end of a thirty (30) day period, the parties were unable to agree on a compromise or amicable solution, any dispute relating to the validity, performance or binding nature, or difficulty of interpretation of the GTCS and more generally regarding the performance of the services, will be the exclusive jurisdiction of the Commercial Court in the jurisdiction in which the registered office of the Service Provider is located. **This clause shall apply even in case of emergency proceedings, incidental claims or multiple respondents, and whatever the payment methods and terms.**

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