

## **1 Object**

The General Terms and Conditions (GTC) define the rights and obligations of SD Innovation S.A.S including its brands, SD Medical et SD Industrie, (the SELLER) and its customer (the BUYER) for the sale of products (goods) and / or services of the SELLER, subject to special conditions, amendments or changes to these GTC by express agreement of the parties in the context of a particular order.

All express order of products or services made by the BUYER involves its unconditional acceptance of these GTC, which cancel any opposite clause that may be included in the terms of purchase, contracts, documents and other correspondence of the BUYER. No changes can be made to these GTC without the prior and express consent of the SELLER.

## **2 Definitions**

- Force majeure : is a case of Force Majeure any event (i) beyond the control of the SELLER (ii) that could not reasonably be expected at the conclusion of the contract and (iii) whose effects can not be avoided by appropriate measures. In particular, a case of Force Majeure is any strike, epidemic, embargo, riot, war, natural disaster, bad weather, fire, accident, interruption or delay in transport, impossibility to be supplied, as well as any event resulting in partial or total unemployment. at the SELLER, or its own suppliers.
- Products : cover all article sold or provided by the SELLER, under a contract of sale or supply of services, including the those supplied in replacement of defective products.
- Publications : all sales supports, such as general catalogs, brochures, advertisements, promotions, mailings, CD- ROMs, websites or other medias used to broadcast all or part of products and services offered by the SELLER.

## **3 Prices**

The products and services of the SELLER are invoiced at the price in effect at the date of placing the order. The prices are in Euros, excluding taxes (excl. taxes), excluding delivery charges (thus excluding all registration fees, custom duties on the import/export, other taxes/duties/charges imposed by any governmental authority on the products and its transport and excluding any increases of the price of product or transportation resulting) and excluding implementation's costs of any special instructions requested by the BUYER. In export, prices are set according to the terms negotiated in the contract of sale, chosen Incoterms in effect and the SELLER export trade policy. No discount will be granted even for early payment.

Prices of products and services are kept for the period of validity of the publications. In addition, the SELLER agrees to charge prices as indicated in the order registration. However, the SELLER reserves the right to modify its prices, at any time and without notice.

Prices, terms, discounts and rebates are provided to the BUYER by the SELLER on request and will only take effect after express agreement by the parties.

## **4 Payment terms**

The payment of the order must be made by the BUYER in accordance with the payment terms mentioned in the sale invoice or in accordance with the distribution agreement terms (net of a possible deposit, and unless other special terms). Otherwise, the payment will be done prior to the release of the goods or service delivery. Modes of payment accepted are the check (sales in France only) and the bank transfer (fees borne by the BUYER). The Documentary Credit, the Approved Draft and the Leasing may be accepted subject to be specified in the contract of sale.

The SELLER reserves the right to require payment before the delivery or to require any payment guarantees it deems necessary. Failing to obtain such guarantees, for any reason whatsoever, the SELLER reserves the right not to fulfill orders and/or cancel orders in progress.

In case of non-payment or partial payment by the BUYER (on time or thirty (30) days after invoice reception), the SELLER may of right to :

- Require the full payment of amount owed increased at the key rate of the European Central Bank for its refinancing operations increased by ten (10) points ;
- Require the minimum lump-sum of forty Euros (40€) for recovery cost's compensation (this amount may be increased in the reasonable limits and provided they have been mentioned in the invoice) ;
- Pronounce the termination of the contract of sale if the BUYER has not paid the due amount fifteen (15) days after the implementation of the late payment procedure (entitling allocation of damages by the BUYER) ;
- Suspend assistance benefits.

In case of financing through leasing, the SELLER will directly bill the paying agency. The BUYER shall bear any financial fees related to the non return by him of the products reception slip if such a document is required by the funding agency.

## 5 Delivery

The SELLER agrees to provide the BUYER with products and services under the contract of sale or services, under the conditions depending on the destination of the products :

- Products are made available to the BUYER in the SELLER premises after notification or ;
- Products sold by the SELLER in France (Metropolitan) are delivered by the SELLER to the address specified by the BUYER in the order or ;
- Products for export are made available to the BUYER under the terms negotiated in the contract of sale and in the Incoterms in force.

In France (Metropolitan), the delivery costs are at the BUYER's expense (unless exceptional conditions negotiated in the contract of sale). The processing fees are the SELLER responsibility from one hundred Euros (100€) excl. taxes charged (below 100 € VAT charged, the BUYER shall pay a processing fee of thirty Euros (30€) excl. taxes per order).

Outside France (Metropolitan), these costs are the BUYER or the SELLER responsibility according to the selected Incoterm. Delivery times are given for guidance only and without guarantee. A reasonable delay does not authorize the BUYER to cancel the sale or to refuse products / services or to receive damages. The lack of availability of products and / or services within a period of four (4) months cancels the contract without the SELLER liability being questioned.

## 6 Warranty

### 6.1 Commercial warranty

The SELLER's commercial warranty is effective upon the delivery of the product. Product sold are guaranteed against defects in operation from a material defect, manufacturing defect or design defect under the conditions below.

The operating defect should appear in a period of one (1) year from delivery for normal use of product sold. Warranty is excluded if :

- The material defect or the design defect comes from the BUYER ;
- The defect is a result of an intervention on the product made without authorization ;
- The malfunction comes from abnormal wear of product, neglect or lack of maintenance by the BUYER ;
- The malfunction results from force majeure.

In case of failure or malfunction during the term of the warranty, the BUYER must return, at its expense, the product to the SELLER as soon as possible. The SELLER repairs the product at its premises and agrees to return, at its expense, the repaired product to the BUYER.

### 6.2 Legal warranty of conformity and latent defects

The commercial warranty does not exclude the legal warranty of conformity and hidden defects. This warranty will be implemented in accordance with the regulations (L211-1 to L212-1 and L211-4 of the French Consumer Code, 1999/44/EC European Directive and L 1641 to L1649 of the French Civil Code). In this context, the SELLER guarantees the services provided as well as the products delivered, provided they are installed, used and maintained in normal conditions and in accordance with its written recommendations. The SELLER shall repair or replace defective parts in its factory or place of its convenience.

Shipping costs are the responsibility of the BUYER. All defective parts will be appraised by the SELLER and will only be considered in warranty if they have been subjected to normal use.

## 7 Property reserve

The SELLER reserves ownership of the product delivered until receipt of full payment of the price by the BUYER.

Does not constitute a payment within the meaning of this provision, the bill of exchange discount or other title creating an obligation to pay. The BUYER shall insure, at its expense, the delivered products against all risks of damage or responsibilities, and, if necessary, subscribe a liability insurance due to products. The BUYER is obliged to enable, at any time, the identification and the claim of the delivered products. The BUYER is not allowed to resell the products delivered, except express authorization by the SELLER. The BUYER further agrees not to pledge or to yield ownership of the products as a guarantee. Upon resale authorized by the SELLER, he undertakes to assign its claims against subsequent purchasers to the SELLER, up to the amount due. The recovery of the products does not cause the resolution of the contract of sale. All amounts already paid by the BUYER (including deposits) will remain acquired as first damages and any other subject.

The provisions above shall not prevent the transfer to the BUYER of the risk of loss and damage of products sold.

## 8 Industrial property

The BUYER acknowledges that the products or services provided by the SELLER contain elements of intellectual property (including without limitation patents, trademarks, copyrights, drawings, software, models, methods, know-how, plans, studies, technical documentation, manuals and documents) that belong to the SELLER, its suppliers and/or



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partners. The SELLER is and remains the exclusive owner of all intellectual property rights previously owned and/or developed as part of a service provision or sale of products.

Subject to the following, the BUYER has no right in the intellectual property rights (including without limitation patents, trademarks, copyrights, designs, softwares, models, methods, know-how, plans, studies, technical documentation, manuals and documents) held by the SELLER, suppliers and/or partners of the SELLER. In return for the remuneration indicated in the special conditions, orders or quotations the SELLER confers to the BUYER a right of use on the intellectual property contained in the products or services provided by the SELLER which right of use is neither transferable nor reproducible and is limited to what is strictly necessary for the BUYER's normal use of the products or services provided by the BUYER.

The BUYER forbids, without prior agreement of the SELLER, to reproduce, transfer or transform the products or services subject of these general terms and conditions of sale.

### **9 Liability**

The SELLER declines any responsibility in case of deterioration or damage relating to products and associated services for any reason whatsoever (eg fire, flood, humidity,...) as well as in case of loss, total or partial, since the products have been made available to the BUYER in any place whatsoever. The SELLER will not respond in any case of indirect material damage or injury, consequential damages, lost profits, loss or damage that may arise from the provision of products, whatever the basis of liability scheme concerned.

In case of complaint recognized as justified by the SELLER, its liability is limited to replacement of deemed defective products, without any compensation and/or penalty may be claimed.

### **10 Transportation – Insurance – Risk transfer**

The management arrangements for the transportation, the insurance and the transfer of risk depend on the implemented Incoterm in accordance with legal applicable Incoterms and contract of sale.

At the delivery moment and in carrier's presence, the BUYER shall check that no goods have been lost or damaged during transport. He shall do all necessary reclamations, directly to the carrier and on the delivery order. In this case, and given the short time limits for appeals in the transport field, the BUYER will have a time of one (1) business day or twenty-four (24) hours after delivery to notify the SELLER by written.

### **11 Force Majeure**

The non-performance or the delay in the performance by the SELLER of all or part of his obligations is excused to the extent that this non-performance or this delay results from the Force Majeure.

### **12 Protection of personal data**

Personal data emanating from the BUYER's staff shall only be collected by the SELLER for the purposes of managing the BUYER's requests, improving the SELLER's products and services, and/or communicating information in the context of the SELLER's activities, without any automated decision being taken. They are intended for the SELLER's Sales, Technical and/or Quality Department and will be kept for a maximum of 10 years. It will not be disclosed, transmitted or shared with other entities (within or outside the EU) unless required by law. In accordance with the General Data Protection Regulation 2016 of the European Parliament, the BUYER's staff may exercise his rights of access, rectification, portability, deletion of his data; limitation of processing, opposition to their processing or withdrawal of his consent to processing by contacting: [contact@sd-innovation.fr](mailto:contact@sd-innovation.fr). If it deems it necessary, the BUYER's staff also lodge a complaint with the competent authority to report any violations likely to present a risk to your rights and freedoms.

### **13 Applicable law**

The relationship of the SELLER with the BUYER are governed by French law. In case of translation of these GTC in foreign language, only the text in French language will have an authentic value. For all disputes relating to sales by the SELLER and to application or interpretation of these GTC, the Commercial Court of Paris (France) will be the exclusive competent.