

GENERAL CONDITIONS OF SALE AND / OR PROVISION OF SERVICES
SD INNOVATION S.A.S.
(and its brands SD MEDICAL and SD INDUSTRIE)
v.8 - 10/07/2020

1. Definitions

The general conditions of sale and / or provisions of services are hereinafter referred to as the "**General Conditions**". In these the following terms signify significantly:

Buyer: any physical or legal person who has retained the Seller for the performance of the Contract.

Contract: as defined in article 2 of the General Conditions

Party or Parties: individually the Buyer or the Seller, and collectively the Buyer and the Seller.

Product: any good, product, material supplied by the Seller to the Buyer under the Contract.

Publications: indicate any sales medium, such as general catalog, brochures, advertisements, promotions, mailing, CD-ROM, website or any other medium, used to disseminate all or part of the Seller's quotation of products and / or services.

Service: any service provided by the Seller to the Buyer under the Contract.

Seller: the company SD Innovation, a simplified joint-stock company with a capital of € 449,820 whose head office is at 48 Square Eugène Herzog - Site Eiffel Energie, ZAC Ban La Dame à Frouard (54390), and which is at the RCS of Nancy under number 451 465 231, including its brands SD Medical and SD Industrie.

2. Contractual Documents

2.1 The "**Contract**" designates all the contractual documents, including any amendments, which govern the relations between the Parties having as their object the Product and / or the Service. The Contract includes, in order of priority:

- (i) where applicable, the purchase order, quotation or specific conditions;
- (ii) the appendices to this or these documents; and
- (iii) the General Conditions.

2.2 To be valid, the purchase order, the quotation or the specific conditions must have been issued in writing and accepted in writing.

2.3 The Seller reserves the right to refuse any purchase order issued by the Seller.

2.4 Any offer to conclude a Contract made by the Seller, whatever its form (quotation or other), must be accepted within the time limit set out in the quotation. In the absence of a stipulated deadline, acceptance must take place within one (1) month from the date of issue of the quotation. If it is accepted by the Buyer after this date, the Contract will nevertheless be validly formed, unless otherwise notified by the Seller within the additional period of one (1) month.

2.5 The Contract constitutes the entire agreement of the Parties and cancels and replaces all previous exchanges, commitments and agreements relating to the supply of Product (s) and / or Service (s). The Contract can only be modified with the written agreement of the Parties.

3. Product Delivery

3.1 Any delivery of Products is carried out in accordance with the reference to incoterms or other delivery conditions provided for in the Contract.

3.2 In the absence of a stipulation in the Contract, delivery takes place EXW, in accordance with the Incoterms, latest edition on the date of signature of the Contract, on the agreed date and at the Seller's usual working hours.

3.3 Unless otherwise stipulated in the Contract, when delivery takes place outside the Seller's premises, the transfer of risks occurs when the Product is handed over by the Seller to the first carrier, or in the absence of a carrier when the Product is delivered by the Seller to the Buyer. In any case, the Seller cannot be held responsible for damage suffered by the Product after delivery to the first carrier or, if necessary after delivery of the Product by the Seller to the Buyer. It is therefore the responsibility of the Buyer to take out any insurance it deems necessary in order to protect against the risk of damage or loss of the Products, in particular when necessary during transport.

3.4 The Buyer has the obligation to take delivery of the Product, to sign the delivery note, and to carry out a control of the Product upon delivery in order to verify its compliance with the Contract.

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3.5 Any non-conformity or defect must be indicated on the delivery note and be notified to the carrier and the Seller within 48 hours of delivery of the Product.

4. Realization of Services

4.1 When the Services are performed in whole or in part on a Buyer's site, the Buyer must allow the Seller to access his site during the Seller's normal working hours. The Seller undertakes to inform the Buyer of any intervention on its site at least 1 day in advance.

4.2 The Purchaser must ensure that the conditions of access or of maintain on its site are not dangerous or harmful to the health, hygiene, or safety of the personnel of the Seller or its subcontractors.

4.3 The transfer of risks relating to the Services occurs upon receipt of the Services by the Buyer or as and when they are performed when the Services are provided on the Buyer's site.

4.3 The Buyer has the obligation to receive the Services, to sign the receipt for the Services and to verify the conformity of the Services to the Contract upon receipt of the Services. When the Services are performed in whole or in part on the Buyer's site, the conformity of the Services, as far as possible, must be checked by the Buyer as and when they are performed.

4.4. Any defect or non-conformity of the Services must be recorded on the receipt for the Services and be notified to the Seller within 48 hours. When the Services are performed on the Buyer's site, any defect or non-compliance must be notified to the Seller as and when the Services are performed, when it is possible to verify compliance.

5. Collaboration of the Buyer

The Buyer undertakes to collaborate actively with the Seller. The Buyer undertakes in particular to supply the Seller, within the required time limits, with all documents and information held by him and necessary for the completion of the Contract.

6. Date of execution

6.1 When a delivery period for the Products or for the performance of the Services is provided for in the Contract, this is for information only and without any guarantee. It therefore does not engage the responsibility of the Seller and any delay in delivery of the Product or realization of the Services cannot give rise to late penalties, detentions, damages, or justify the termination of the Contract or the refusal to take delivery of the Product or having the Services performed.

6.2 However in the event of a delay of more than 4 months compared to the indicative date of delivery of the Products or realization of the Services and provided that this delay is not attributable in whole or in part to the Buyer, the Buyer may terminate the Contract with fifteen days' notice, without the Seller's liability being sought elsewhere.

7. Subcontracting

The Seller is authorized to subcontract all or part of the supply of Products and / or Services, without the Buyer's written agreement.

8. Prices

8.1 The prices indicated on the Seller's Publications are in euros and excluding taxes. These rates are only applicable in metropolitan France and according to the terms and conditions of EXW Incoterm. They also do not apply in the event of an order or special instruction from the Buyer. The Seller agrees to apply the prices indicated in its Publications for any order placed during the period of validity of said Publications. In the absence of an indication of the period of validity, the Seller reserves the right to modify them at any time and without any notice.

8.2 In addition to the price indicated, the Buyer will have to pay a processing fee of thirty euros (30 €) excluding taxes for any order less than one hundred euros (100 €).

8.3 Unless otherwise stipulated in the Contract, the prices indicated in the Contract for Products and Services are in euros, excluding tax, fixed and not subject to revision.

8.4 The Buyer bears all the costs relating to the duties, taxes, fees and charges for which he is liable, in particular value added tax, which may therefore be added to the price stipulated in the Contract.

9. Payment terms

9.1 The purchase of Product or Services is subject to invoicing by the Seller.

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9.2 The Seller may in the Contract require payment before delivery of the Products or provision of the Services, and / or any payment guarantee it deems necessary. The Seller also reserves the right to accept or not to accept in the Contract payment guarantees such as documentary credit, certified draft or leasing.

9.2 The Buyer shall pay for the Products and Services in accordance with the terms of the Contract or, if they are more favorable, in accordance with the terms of the invoice. Otherwise, all invoices must be paid before delivery of the Products and / or provision of the Services by check (in metropolitan France only) or by bank transfer.

9.4 In the event of non-payment or partial payment by the Buyer within the time limits set, the Seller may automatically as of right:

- (i) obtain payment of all sums due, plus late payment penalties calculated on the basis of the interest rate applied by the European Central Bank to its nearest refinancing operation increased by 10 percentage points; and
- (ii) obtain payment of a lump sum of forty Euros (40 €) for collection costs. If the recovery costs incurred are greater than this amount, the Seller may obtain additional compensation, without prejudice to the stipulations of article 12.

9.4 Advance settlement of an invoice will not give rise to any discount.

10. Retention of title

10.1 The Products and Services remain the Property of the Seller until receipt of full payment of its price by the Seller.

10.2 Until full payment of the price, the Buyer:

- (i) shall insure, at its expense, the Products and Services against any risk of damage or liability;
- (ii) undertakes to allow the Seller to identify and claim the Products and Services at any time;
- (iii) is not authorized to resell, pledge, consent or do anything whatsoever that would be likely to infringe the Seller's property right, except with the express authorization of the Seller; and
- (iv) must inform the Seller as soon as possible of any intervention or claim by a third party likely to infringe their right to property.

11. Warranties and responsibilities of the Seller

11.1 For a period of one (1) year from delivery of the Products or receipt of the Services, the Seller guarantees the Products and Services against any defect, vice or non-compliance subject to the following:

- (i) defects or non-conformities in the Products and Services that could reasonably be detected during the delivery of the Products or at the latest upon receipt of the Services must have been notified by the Buyer to the Seller in accordance with the Contract; and
- (ii) the defect, vice or non-conformity are attributable to the Seller. In particular, the Seller is not responsible for defects, vices or non-conformities resulting from:
 - a. defective material or design from the Buyer;
 - b. damage or loss occurring after the transfer of risks, in particular if necessary during loading, transport, unloading, installation and / or storage by the Buyer, of Products or Services;
 - c. an intervention on the Products or Services not carried out by the Seller; or
 - d. abnormal use of the Products or Services, negligence or lack of maintenance.

11.2 In order to benefit from the aforementioned warranty, the Buyer must notify the Seller of any defect, vice or non-compliance for which the Seller's warranty applies within the aforementioned period.

11.3 The Seller, at his option, replaces or repairs the Products and / or Services covered by his warranty. Repairs are made at the Seller's premises when possible. If necessary, the Buyer must send the Seller the Product and / or Services covered by the warranty as soon as possible and at his expense. The repair or replacement of the Products and Services as well as their return to the Buyer are at the Seller's fees and charges.

11.4 The Seller's warranty does not exclude the legal warranty for hidden defects which may be implemented in accordance with articles 1641 and following of the civil code.

11.5 The Seller shall have no other right, remedy or action against the Seller and the Seller shall have no other obligation or liability towards the Buyer, for any other damage suffered by the Buyer as a result the defect, vice or non-conformity of the Products and / or Services.

12. Responsibility of the Buyer

In the event of non-performance or delay in the performance by the Buyer of all or part of its obligations, the Seller may

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automatically as of right and at its discretion:

- (i) terminate the Contract;
- (ii) take back, at the Customer's expense, the Products and / or Services sold; and or
- (iii) suspend, terminate, and / or cancel any delivery of Products and any provision of Services under the Contract or any other contract between the Seller and the Customer, and / or
- (iiii) obtain payment of damages and interests.

13. Force Majeure

13.1 Failure or delay in the performance by a Party of all or part of its obligations is excused to the extent that such failure or delay results from force majeure.

13.2 However, force majeure does not apply to the obligation to pay money sums and therefore does not excuse the non-performance or the delay in the performance of such an obligation.

13.3 A case of force majeure constitutes any event

- (i) beyond the control of the Party affected by force majeure;
- (ii) which could not have been reasonably foreseen when the contract was concluded; and
- (iii) whose effects cannot be avoided by appropriate measures. In particular constitute a case of force majeure any strike, epidemic, embargo, riot, war, natural disaster, bad weather, fire, accident, interruption or delay in transport, impossibility of being supplied, as well as any event leading to partial or total unemployment at the Seller, or its own suppliers.

14. Intellectual property

14.1 The Buyer acknowledges that the Products and Services supplied by the Seller contain elements of intellectual property (including without limitation patents, brands, copyrights, drawings, software, models, methods, know-how, plans, studies, technical documentation, manuals and documents) which belong to the Seller, its suppliers and / or partners.

14.2 The Seller is, and remains the exclusive owner, of all intellectual property rights previously held and / or developed in connection with the sale of Products and / or the provision of Services.

14.3 Subject to the following, the Buyer has no right to intellectual property rights (including without limitation patents, brands, copyrights, drawings, software, models, methods, know-how, plans, studies, technical documentation, manuals and documents) held by the Seller, the Seller's suppliers and / or partners on the Products and Services.

14.4 The purchase of Products and / or Services gives the Buyer the right to use the Products and / or Services supplied by the Seller, which right of use is neither transferable nor reproducible and is limited to what is strictly necessary for the normal use by the Buyer of the Products and / or Services supplied by the Buyer.

14.5 The Buyer agrees not to reproduce, assign or transform the Products and / or Services without the Vendor's prior agreement.

15. Protection of personal data

15.1 Personal data from the Buyer's staff or customers is only collected by the Seller for the purpose of managing the Buyer's requests, improving the Seller's products and services, and / or communication of information within the framework of the Seller's activities, without any automated decision being taken.

15.2 They are intended for the sales, technical and / or quality service of the Seller and will be kept for a maximum of 10 years. They will not be disclosed, transmitted or shared with other entities (in the EU or outside the EU) except when necessary for the aforementioned purposes or in the event of legal obligation.

15.3 In accordance with the General Data Protection Regulations, the Buyer's staff or customers can exercise their rights of access, rectification, portability, erasure of their data; limitation of treatment, opposition to their treatment or withdrawal of their consent to treatment by contacting: contact@sd-innovation.fr.

15.4 If they deem it necessary, the Buyer's staff or customers may also lodge a complaint with the competent authority to report any violation likely to pose a risk to their rights and freedoms.

16. Confidentiality

Any data relating to the Seller's commercial policy (including the price, terms of sale or other) as well as intellectual property rights (including without limitation patents, brands, copyrights, drawings, software, models, methods, know-how, plans, studies, technical

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documentation, manuals and documents) held by the Seller, the suppliers and / or partners of the Seller on the Products and / or Services, is confidential and must not be disclosed by the Buyer without the Seller's authorization.

17. Applicable law

17.1 Any dispute relating to the Contract, including its conclusion, validity, execution or termination is subject to French law and to the Commercial Court of Nancy (France).

17.2 The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

18. Other subjects

18.1 The Contract is concluded between independent parties. None of its stipulations may be interpreted as giving any of the Parties power or mandate to act on behalf of the other Party or as constituting any association or society between the Parties.

18.2 The fact that a Party does not demand at any time from the other the full performance of its obligations may not in any case be considered as a waiver of requiring its subsequent performance.

18.3 If a stipulation of the Contract were to be void by virtue of a law, regulation or judicial decision, it would be deemed unwritten and will be replaced by the legal stipulation which leads to the result economically closest to the initial stipulation.

18.4 At the end of the Contract, whatever the cause, articles 14, 15, 16, 17, and 18 will remain in force.

18.5 If all or part of the Contract is written both in French and in another language, the French version will prevail in the event of inconsistency.

18.6. The Contract may not be assigned or transferred to a third party, in whole or in part, without the written agreement of the other Party.

18.7 To be valid, any notification under the Contract must be made in writing and at the registered office of the Party concerned.