

GENERAL TERMS OF SALE (PROFESSIONALS) GMI 2023

ARTICLE 1: SCOPE

1.1 These General Terms of Sale ("**GTC**") constitute, in accordance with Article L 441-1 of the Commercial Code, the sole basis of the commercial relationship between the parties. They apply to the sale of all goods, health products, instruments, automatons, reagents, consumables, diagnostic tests and all services (collectively the "**Products**") offered or supplied by **SAS GLOBAL MEDICAL INSTRUMENTS (GMI)** or any subsidiary to any professional buyer (in particular, medical biology laboratory, group of medical biology laboratories, hospitals, clinics, retirement homes, etc.) ("**the Buyer**") via the GMI website, by direct contact or via a paper medium, and more generally to all commercial relations between GMI and the Buyer, notwithstanding any stipulations to the contrary which may appear in any general conditions of purchase of the Buyer.. GMI's sales are therefore exclusively subject to these GTC, which prevail over any general conditions of purchase or commercial documents of the Buyer, except for derogation and express formal acceptance on the part of GMI. Any order of Products implies, on the part of the Buyer, the acceptance of these General Conditions of Sale and the general conditions of use of the GMI website for electronic orders. In accordance with the regulations in force, these General Terms of Sale are systematically communicated to any Buyer who so requests, to enable him to place an order with GMI.

GMI reserves the right to derogate from certain clauses of these General Conditions of Sale, depending on the negotiations carried out with the Buyer, by establishing Special Conditions of Sale.

1.2 The "**Buyers**" are mainly medical biology laboratories, groups of medical biology laboratories, hospitals, clinics, retirement homes.

1.3 Unless expressly agreed in writing by GMI, no change made by the Buyer to these T&Cs may bind GMI, whether indicated in the Buyer's order form or in any other document issued by the Buyer.

1.4 **These terms apply to orders destined for mainland France and overseas departments and territories. For any "export" order (outside mainland France and DROM-COM), it is advisable to consult the general terms for export and contact the team concerned.**

1.5 The non-exercise of all or part of any of its rights by GMI does not in any way constitute an abandonment or waiver of this right.

1.6 If it appears that certain stipulations of these GCS are null, unenforceable or contrary to law in whole or in part, or cannot be applied for any reason whatsoever, the other provisions of these GCS will remain unchanged and will continue to apply to parties.

ARTICLE 2: FORMATION OF THE CONTRACT – ORDERS

2.1 In case of an order from the Buyer received by GMI, it must be expressly accepted by GMI before binding GMI. GMI's acceptance may be in the form of an Order Confirmation sent to the Buyer or in any other form. Only the orders addressed to GMI's Sales Administration department in writing [email, fax or mail] or EDI (Electronic Data Interchange) may be accepted by GMI. Orders must mention the customer account number, the delivery and billing addresses, the reference of each Product, its full name, its price, its quantity, the desired shipping or delivery date.

For orders placed exclusively on the Internet, the registration of an order on the GMI site is made when the Buyer accepts these General terms of Sale by ticking the box provided for this purpose and validates his order. This validation implies acceptance of all of these General Terms and Conditions of Sale and constitute proof of the sales Agreement.

The consideration of the order and its acceptance are confirmed by sending an e-mail. The data recorded in GMI's computer system constitutes proof of all transactions concluded with the Buyer.

2.2 GMI reserves the right not to accept or to suspend an order in the event that it deems that the Buyer's situation presents a risk for the recovery of the debts of GMI or in case of unavailability of the Product ordered.

2.3 The special provisions of an Order Confirmation, a written agreement between the Buyer and GMI on specific clauses, or any other special conditions which could be in conflict with these GTC, will prevail over the provisions of the corresponding T&Cs.

2.4 In the absence of a written clause to the contrary, GMI's documentation, catalogues, price lists and quotations are sent for information only and should in no way be considered as contractual.

ARTICLE 3: SUBSCRIPTIONS FOR PROFESSIONAL BUYERS

The subscription is an order including a delivery and payment schedule. It is possible for Buyers to take out subscriptions for all current and regular consumer Products. Deliveries of an amount lower than 5000 € HT will be subject to a fixed increase of €400 excluding VAT per delivery, for participation in processing and shipping costs. Subscriptions are for a fixed term, which cannot be less than 12 months, and whose deliveries take place monthly, fixed in the conditions particulars between the Buyer and GMI. Subscriptions can be terminated by giving at least two months' notice in writing, from the 10th month of the subscription.

Any changes to an order must be made at least 5 working days before the delivery date scheduled for the 20th of each month.

ARTICLE 4: RISK TRANSFER

4.1 The Risk Transfer related to the Product (risks of loss and deterioration of the goods sold as well as the damage they could cause to third parties) will take place upon delivery of the product order from the buyer.

4.2 The Buyer shall have sole responsibility and bear all risks and costs in connection with the correct handling and adequate storage of the Product upon Delivery.

ARTICLE 5: - DELIVERIES – TRANSPORT OF PRODUCTS

5.1 The Buyer shall provide GMI, sufficiently in advance, with all appropriate information to enable it to take the necessary measures for transport and shipment. If GMI does not receive this information as it should, then GMI may, at its discretion and without prejudice to any other remedy, delay the date of shipment and/or delivery.

5.2 GMI's delivery dates and deadlines are given for information only and do not bind GMI; delivery delays will not entitle the Buyer to penalties or damages for the said delays. If delivery is at the expense of GMI, and is delayed for a reason beyond GMI's control, it will be deemed to have been completed on the agreed date. However, the Buyer may put GMI on notice to deliver within a reasonable time.

5.3 Deliveries to buyers' warehouses are only possible according to GMI's carrier's default time slots (slots are provided upon the request of warehouses). GMI does not accept any penalty in the event of refusal by the Buyer of the slot previously proposed by GMI or its subcontractor.

5.4 Reagents and consumables: Reagents in stock are delivered as soon as possible; a reagent ordered before 11:30 a.m. from Monday to Friday can be delivered within 48 hours maximum for all orders received by email, fax or post (excluding EDI). In the event of temporary unavailability, information will be communicated within 72 working hours.

The shipment of the balance of the order will be made upon availability.

5.5 Systems: The systems will be delivered within a provisional period of 8 (eight) weeks after notification of acceptance of the duly signed purchase order. The set-up and installation will be carried out at the Buyer's premises. Following installation, the parties will sign the Installation Report of the corresponding system which materializes the acceptance of the system by the Buyer. As part of the sale of connected automatons, the device connection services must be ordered directly from the engineering and IT Service Company chosen by the Buyer. GMI cannot be held responsible for the delay in setting up the connection services carried out by the service provider chosen by the buyer. If a system is made available to the Buyer by GMI, the latter must sign the contract for the provision of GMI.

5.6 Training: Depending on the system and the special conditions mentioned in the sales Agreement, a training session may be organized. The methods of carrying out this session and, in particular, the date, the place, the duration and the number of participants for the Buyer will be jointly defined between the parties when establishing the order or the contract governed by the present.

ARTICLE 6: RETENTION OF OWNERSHIP

6.1 GMI retains ownership of the Products sold until effective payment of the full price in full.

ARTICLE 7: PRICE - TERMS OF PAYMENT - DISCOUNT – PENALTIES

7.1 Price All prices are stipulated exclusive of tax and will be increased by VAT at the rate in force on the day of shipment. They do not include transport costs and insurance which remains the responsibility of the Buyer. The prices of systems, reagents, consumables and accessories are those of the price list in force on the day of shipment, except for special conditions mentioned in the sales contract. Failing this, the amount of the prizes is specified in the special conditions agreed between the parties.

7.2 Invoices: Invoices will be sent in paper or electronic format. Reagents, consumables and accessories are invoiced on the date of their shipment, as well as standard equipment that can be implemented directly by the Buyer. Systems requiring the intervention of GMI personnel and/or its subcontractor for their commissioning are invoiced on the delivery date. The absence of dispute, with GMI, of the invoices by the Buyer, within 30 days from the date of issue, implies complete and definitive acceptance of the content of the said invoices.

7.3 Payments: Invoices are paid in cash, without discount, 30 days from the invoice date for payment by bank transfer or check and 60 days from the invoice date for payment by recorded bill of exchange (LCR).

In case of payment by LCR, the invoice is worth notice of debit. A deposit may be requested in the event of an exceptional order in order to secure the supply of products.

7.4 Legal proceedings: In case of legal proceedings by the Purchaser, GMI is then not bound by the aforementioned payment period and payment must be made in cash before the shipment of the Product.

7.5 Penalties for late payment: Late payment penalties will be automatically applied by GMI if the payment deadline agreed between the parties is exceeded. These penalties will be payable from the day following the due date. They constitute claims of right. Penalties run on their own without any action or recall being necessary. The annual interest rate for late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. In this case, the rate applicable during the first half of the year concerned is the rate in force on 1 January of the year in question. For the second semester of the year concerned, it is the rate in force on 1 July of the year in question. This rate may not be less than 3 times the legal interest rate. Finally, a lump sum compensation for recovery costs, in the amount of 40 Euros per invoice, will be due, automatically and without prior notification, in the event of late payment. GMI reserves the right to ask the Buyer for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

7.6 Non Payment: Without prejudice to the foregoing, in case of Non Payment by the Buyer for a single installment, of non-compliance with the terms of payment, or in the event that GMI deems that the financial situation of the Buyer would pose a risk to the collection of its debts, GMI reserves the right:

- to immediately remove all payment facilities and special commercial conditions granted,
- to suspend without notice or compensation any order in progress,
- to require for the execution of any subsequent delivery, cash payment before each shipment, or any other means of payment chosen by GMI,
- to demand the immediate payment of the entire outstanding balance.

7.7 compensation: GMI shall be entitled to compensate Buyer's debts and/or set off its payments against unpaid invoices together with any accrued interest and late charges relating thereto, in the following order: costs, interest, amount principal of invoices.

In case of a dispute between the Purchaser and GMI, the Purchaser undertakes not to refuse to perform its obligation and waives the right to claim any compensation. In the absence of full payment of the price or in the event of late payment of a due date, the reserve clause of property stipulated above applies, consequently, the Buyer is prohibited from alienating, renting, damaging or modifying the Product in any way.

7.8 Deliveries outside Metropolitan France (DROM-COM delivery only): For all orders of less than €5,000 excluding VAT placed by a Buyer, the Buyer will bear a flat-rate increase of €400 excluding VAT, corresponding to processing costs and shipping. Deliveries outside Metropolitan France: shipping costs are calculated on a case-by-case basis and subject to customer validation before shipment.

7.9 Leasing: In case of financing the payment of the system by leasing, the financing organization will assume the rights and obligations provided for herein in its capacity as Buyer, and will guarantee compliance with the rights and obligations of the final user.

ARTICLE 8: GUARANTEES

8.1 The Products sold by GMI are only guaranteed against defects resulting from a material, manufacturing or design defect by the supplier. GMI makes no other warranties, express or implied, as to the merchantability of the Product, its suitability for use,, any future use or otherwise.

8.2 Throughout the warranty period, GMI undertakes to provide free of charge, under the maintenance conditions mentioned in the sales contract. In any case, the buyer is required to comply with the conditions of practice applicable to him, and in particular those of medical biology as defined in the Public Health Code.

8.3 Specific warranty on reagents: Reagents sold by GMI are intended for in vitro diagnostic use. Their compliance with the specifications indicated in the technical data sheets is guaranteed until the expiry date of the product.

8.4 Specific guarantee on the Systems: The systems sold by GMI are guaranteed under the conditions mentioned above for 12 months from the date of signature by the Buyer of the Installation report.

8.5 GMI's guarantee does not apply to any Product which has been stored, modified, handled or used in a manner inconsistent with the operating instructions of GMI or its manufacturer (if GMI is not the manufacturer).

ARTICLE 9: VERIFICATIONS AT THE BUYER'S RESPONSIBILITY – COMPLAINTS

9.1 Upon Delivery, the Buyer must carry out a complete check of the condition of the Product, the packaging, the conformity and the quantities delivered. The Buyer must inform GMI, by fax or e-mail, of the existence of any Product that is missing, damaged or not in accordance with the order within 7 days of delivery. The Product will be automatically deemed accepted if the Buyer makes no written complaint concerning the said Product within 7 days of its Delivery and in any case before the Product suffers the slightest transformation. No complaint will be admissible by GMI with regard to any defect, nonconformity, insufficiency, missing quantity, that a normal verification should have revealed,

in the case that said verification has not been carried out or has been carried out improperly. The exchange and right of return guarantee is only valid for any Product that does not comply with the order which will be the subject of a complaint and which will be returned in its original packaging, accompanied by the invoice number, the order date, and the reason for the return.

9.2 The Buyer must also carry out the checks and procedures relating to transport.

All reservations must be made with the carrier - solely responsible for the delivery - on the delivery note, then confirmed by LRAR within 48 hours.

9.3 Any logistical complaint is forwarded to the GMI Sales Administration department and any technical complaint to the Technical Department, within 30 days of receipt of the Products.

No Product return is accepted without the prior agreement of GMI which may, at its sole discretion, decide on their replacement.

9.4 Once the delivery has been made, the Buyer must ensure the proper conservation and compliance with the storage conditions of the Product purchased.

ARTICLE 10: RESPONSIBILITY

10.1 The Buyer being a professional in medical biology, he will take all measures to ensure that the systems, reagents and software sold by GMI are used in compliance with the legal requirements and standards which are binding on him, in particular in the installation systems and performing analyses. As a healthcare professional, he will not only use the systems in strict compliance with the recommendations of GMI and/or his supplier, but will also remain solely responsible for any interpretation and any use of the results provided.

10.2 GMI shall not be liable for any damage caused by the Product to products or goods which may be used by the Buyer and/or by its own users.

10.3 The Purchaser may not invoke GMI's liability for compensation for direct and/or indirect damage that will be caused by the storage or use of the Product contrary to the specifications or safety data sheets concerning the Product. I

Accordingly, the Buyer waives all rights and actions against GMI and its insurers in this respect and undertakes to obtain such waiver from its own insurers.

10.4 The Buyer indemnifies GMI against any action by third parties relating to the consequences of non-compliant use of the Products. The Buyer must therefore indemnify GMI for all damages, prejudice, legal costs, demands, and requests resulting from a violation of this Agreement by the Buyer or any breach of the representations made by the Buyer.

10.5 Hidden defects must be notified in writing to GMI as soon as they are discovered, but in any case not more than 1 month after Delivery (the Buyer having the obligation to carry out a complete and exhaustive verification of the Product during this period).

10.6 In any case, the Buyer must limit any potential or existing damage as much as possible. The Buyer is not authorized to delay the payment of outstanding invoices due to the non-conformity of the Product, whether this non-conformity is alleged or proven.

10.7 If GMI acknowledges that the Product is defective, then it shall be exclusively obliged, at its sole discretion, either (i) to replace or refund the defective Product, or (ii) if the price has not yet been paid by the Buyer, to reduce the price or to cancel said Agreement, or (iii) if the price has already been paid by the Buyer, to reimburse the amount of the price to the Buyer.

10.8 GMI'S LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CAUSE WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE SELLING PRICE OF THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM.

FURTHER, IN NO CASE SHALL GMI BE LIABLE FOR RESPONSIBLE FOR ANY PRODUCTION, OPERATING LOSSES, EXPENSES, LOST REVENUE AND/OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, DIRECTLY OR INDIRECTLY SUFFERED BY BUYER OR ANY OTHER PERSON. CONSEQUENTLY, THE PURCHASER WAIVES ANY RECOURSE AGAINST GMI AND ITS INSURERS IN THIS RESPECT AND AGREES TO OBTAIN SUCH WAIVER OF RECOURSE FROM ITS OWN INSURERS.

ARTICLE 11: TRACEABILITY OF CERTAIN PRODUCTS

Some Products sold by GMI have technical specificities that require compliance with traceability rules. The Buyer undertakes to comply with all the traceability rules that apply to the Products that he orders or uses. GMI cannot be held responsible for non-compliance with these rules beyond the place of delivery indicated when ordering by the Buyer.

ARTICLE 12: CONFIDENTIALITY - INTELLECTUAL PROPERTY

Any information provided by GMI to the Buyer, concerning the procedures, processes, specifications, documents, calculations relating to the products delivered, all objects, samples, specimens provided by GMI and/or its suppliers, and any piece of information, document And Database (the "**Information**") must be treated as strictly confidential information by the Buyer and must not be communicated to any third party by the Buyer without the prior written consent of GMI. However, this does not apply to information clearly intended for the public..

12.2 This Buyer's confidentiality undertaking shall remain in force for the duration of the execution of the order concerned and for at least 5 years following the date of disclosure of the Information to the Buyer. Said Information will be used exclusively by the Buyer for the purposes of executing the order concerned.

12.3 The Buyer agrees to respect the Information and all intellectual property rights of GMI and/or its suppliers.

12.4 Unless otherwise agreed, GMI will retain ownership of all Information that may be used in connection with the Product. Buyer agrees to return the above items to GMI as soon as possible upon GMI's written request.

12.5 The property rights and copyrights on all plans, drawings, samples, trademarks, logos, and other documents delivered or communicated to the Buyer by GMI also remain the same exclusive property of GMI and/or its suppliers, and unless otherwise agreed, the Buyer is prohibited from affixing its trade names or brands. Said confidential information will at no time be communicated to third parties without the prior written consent of GMI.

ARTICLE 13: CANCELLATION CLAUSE

13.1 In case of failure of one of the parties to fulfill its obligations resulting from a provision of a contract or an Order Confirmation, except for the exception referred to in Article 5.2 on late delivery, the other party shall be entitled, by written notice to the Buyer, and without prejudice to any other remedy, to terminate all or part of the contract or order concerned without any liability, fully right, after formal notice to execute, not followed up within 15 days following the formal notice. Termination will then take place, without prejudice to any damages that may be claimed from the defaulting party.

13.2 GMI shall have the right to terminate any contract or any order with immediate effect without any liability on its part if it has good reason to believe that the Buyer will, in the near future, be unable to normally satisfy the all of its obligations.

ARTICLE 14: PERSONAL DATA

14.1 Buyer's data: The Buyer is informed that the collection of some of his personal data is necessary for the proper execution of commercial relations with GMI (surname, first name, email address, telephone number). These data are collected by GMI only in the context of their commercial relations, for the purposes of the proper execution of orders. They are reserved for the exclusive use of GMI, and if necessary of its subcontractors or suppliers. In case of litigation, they may be brought to the attention of the judicial institution and the parties involved.

The data controller is GMI. Access to personal data will be strictly limited to employees of the data controller, authorized to process them by virtue of their duties. The information collected may possibly be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Buyer's authorization being necessary.

As part of the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation regarding the protection of personal data. Apart from the cases set out above, GMI is prohibited from selling, renting, assigning or giving access to third parties to the data without prior consent of the Buyer, unless forced to do so for a legitimate reason.

Unless the Buyer gives his express consent, his personal data will not be used by GMI for purposes other than those referred to in this clause. GMI will keep the personal data collected for a maximum period of 5 years from the end of the business relationship.

If the data is to be transferred outside the EU, the Purchaser will be informed and the guarantees taken to secure the data (for example, adherence of the external service provider to the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining a CNIL certification, etc.) will be specified to him. The Buyer has a right of access, rectification, erasure, limitation and opposition to the processing the right to the portability of personal data collected by GMI. This right, provided it does not conflict with the purpose of the processing, may be exercised by sending a request by post to GMI's head office or by e-mail to the following address: rgpd@globalmedicalinstruments.fr.

The response time is one month maximum. The refusal must be reasoned and in the event of refusal, the Buyer may seize the CNIL (3 place de Fontenoy, 75334 PARIS) or a judicial authority.

14.2 GMI data: In case the Purchaser has direct or indirect access to GMI's personal data, or collects personal data from GMI, the Purchaser undertakes to comply with all the provisions of the "GDPR" (European regulations n°2016/679 known as General Regulations on the Protection of Personal Data), and undertakes in particular to:

- process GMI's data only for the sole purposes that are the subject of the order;
- guarantee the confidentiality of personal data processed in the context of each order;
- ensure respect for the rights of the people whose data has been collected;
- implement appropriate means of protection and security given the nature and volume of GMI's data;
- inform GMI of any leak, theft or hacking of its data, within 48 hours from their discovery by the Buyer;
- ensure that persons authorized to process personal data under an Order undertake to respect confidentiality or are subject to an appropriate contractual obligation of confidentiality and receive the necessary training in data protection to personal character.

ARTICLE 15: WASTE

15.1 It is agreed that GMI will ensure the removal and treatment of waste from systems identified and marked as electrical and electronic equipment.

15.2 The Buyer's obligations (particularly in terms of decontamination such as securing equipment before removal, erasure of patient data, etc. with which the Buyer must comply, are defined in the "User Guide" of the system concerned. The conditions of provision of the systems, as well as the prices associated with these services will be communicated to the Buyer on request. It is recalled that the Buyer, as guardian of the equipment, will be responsible for the integrity of the system and its availability for the benefit of GMI. Any costs incurred or damage suffered as a result of the Purchaser's negligence and/or any breach of its obligations referred to above will give rise to compensation for the benefit of GMI.

15.3 The Buyer expressly agrees that in case of resale by him of equipment supplied by GMI and/or any transfer of custody in any way whatsoever, in the context of a rental free of charge or against payment, of a donation, or any other modality, on the national territory or on any other territory, GMI will then be released de facto and without further conditions from its obligation to finance and organize the disposal of said waste. GMI is committed to communicate all necessary information on the equipment concerned.

15.4 The Buyer will be entirely responsible for the proper documentary, technical and administrative management. He will be responsible for this vis-à-vis GMI and will hold GMI harmless from any harmful consequences, costs, actions of third parties, including the authorities concerned, in the event of poor performance of this obligation.

ARTICLE 16: ASSIGNMENT

The Buyer is prohibited from assigning and transmitting, in any way whatsoever to a third party competitor of GMI, all or part of its rights and obligations arising from an order or from an agreement or contract with GMI. In the event that the Buyer is subject to a change of control or a restructuring operation (except internal to the group), the order will continue to apply only with the prior and express consent of GMI. . The Buyer hereby agrees that GMI may transfer the order or be subject to a change of control for the benefit of a third party.

ARTICLE 17: APPLICABLE LAW - SETTLEMENT OF DISPUTES

17.1 These GTC and any Agreement between GMI and the Buyer are exclusively subject to French law.

17.2 Any dispute relating to the sale of Products or the provision of services by GMI to the Buyer or concerning the commercial relations between the parties, even in case of a warranty claim or plurality of defendants, will be the exclusive jurisdiction of the Courts of Paris.

ARTICLE 18: UPDATE OF THE CGV

18.1 These GTC may be modified by GMI at any time and notified to the Buyer in writing (handwritten letter, email and or fax). The new GCS will apply to any new order and to current subscriptions, subject to acceptance by the Buyer.