

## GENERAL TERMS OF SALE 03/07/17

The company referred to hereafter as the Seller is MEDIPPEX, marketed under the brand name SIPPEX.

### 1 GENERAL CLAUSES

- 1.1. Our general terms of sale apply to all transactions with professionals, regardless of the place of delivery and/or domiciliation of the Buyer.
- 1.2. Our general terms of sale prevail over any other prior document issued by the Seller and over any future document issued by the Buyer, notably the general and specific terms of our customers. In particular, any contradictory condition appearing in the general terms of purchase or orders of our customers shall be considered null and void, unless otherwise stipulated in an amendment signed by both parties and enclosed with these general terms of sale. Failure of our Company to respond to the general terms of purchase may not be interpreted as approval thereof.
- 1.3. Any new version of the general terms of sale sent to the Buyer will apply to orders dated after the date of publication of this new version.

### 2 OFFERS AND ORDERS

- 2.1. Placement of an order implies unreserved acceptance of these general terms of sale by the Buyer.
- 2.2. The offers presented on any sales documents are for information purposes only and may not be considered contractually binding. Offers are valid for a maximum period of 12 months.
- 2.3. Orders are considered firm only after being confirmed in writing by the Seller.
- 2.4. No order modification or cancellation may be taken into account without the Seller's prior acceptance of the principle and consequences thereof, i.e. the Seller retains any deposits paid as compensation and, if applicable, additional compensation may be negotiated out of court or be set by court ruling.

### 3 PRICE

- 3.1. The prices applicable are those indicated in the offers valid at the time of order placement.
- 3.2. The Incoterms indicated in the offers define the distribution of obligations, costs and risks related to the delivery of goods from the Seller to the Buyer, notably with respect to loading, transport, insurance, customs formalities and delivery of the goods.
- 3.3. Unless otherwise stipulated, prices are given in Euro and are expressed excluding VAT, taxes and deductions paid at source, customs fees, insurance and transport costs.
- 3.4. The conditions related to any discounts, reductions and rebates are provided on request, conform to applicable legal texts.
- 3.5. Commercial cooperation contracts may be signed in specific cases. These must be drawn up in writing in two copies, each Party conserving one copy.

### 4 PAYMENT

- 4.1. Unless otherwise stipulated, payments are to be made upon receipt of the invoice, without discount. Any postponement of payment must be negotiated and guaranteed.
- 4.2. The Seller reserves the right, during a contract, to claim any payment or solvency guarantees that it considers necessary from the Buyer.
- 4.3. The failure to meet any payment deadline will incur one of the following, without prior notification and at the Seller's discretion:
  - either accelerated payment and therefore immediate payability of the amounts remaining due for any reason whatsoever and/or suspension of any delivery
  - or resolution of all on-going contracts, with conservation of deposits paid and retention of all goods, in application of article 5.
- 4.4. If payment is not made on time, the Buyer must also, without prior notification and in full accordance with the law, pay late payment penalties from the date of the invoice until the date of actual payment, at the rate of the interest rate of the European Central Bank (REFI rate) plus 10 points.
- 4.5. Costs related to debt collection are payable by the Buyer, representing a set amount of €50. They are lawfully applied without prior notification.
- 4.6. The Buyer may not postpone a contractual payment term without the Seller's consent if delivery is delayed due to a case of *force majeure* (art. 6.4). The same applies to payment of the difference between the total amount of the invoice and the price of products liable to give rise to Buyer claims for replacements or credit notes.

### 5 RESERVATION OF TITLE

- 5.1 Sales are made under reservation of title, which means that the Buyer only becomes the owner of the products after their full and perfect payment.
- 5.2 However, as of delivery of the goods, the Buyer must accept all risks and ensure proper conservation of the goods in question. They may not be modified, incorporated or resold without the Seller's consent. The Buyer must inform the Seller immediately of the seizure of products delivered under reservation of title for the benefit of a third party.
- 5.3 If, due to resale or any other reason, the Seller's property were to disappear, debts payable to third parties resulting from the resale will be lawfully transferred to the Seller in the amount of the debt, even if no specific agreement is signed.
- 5.4 In the event of safeguard or receivership procedures or liquidation of the Buyer's assets, the products may be claimed during the months following the ruling concerning the opening of the safeguard, receivership or liquidation procedure.
- 5.5 If the Seller recovers goods due to non-payment, the Seller will retain the deposit paid by the Buyer as compensation for the prejudice suffered.

### 6 PACKAGING

- 6.1. Unless otherwise agreed, the products will be packaged in standard packaging as defined in the offers or product datasheets.
- 6.2. Packaging will bear the Seller's trademark and may not be used for products of other brands.

### 7 DELIVERY

- 7.1. The Incoterms indicated in the order confirmation specify the place of delivery and risk transfer. Delivery is considered to be the arrival of the products at the place specified in the Incoterms.
- 7.2. Deliveries are made according to the schedule defined by the Seller. Partial deliveries may be made.
- 7.3. Delivery lead-times are given for information purposes only. They depend on stock levels, procurement, manufacturing and transport possibilities. Partial or delayed deliveries may not therefore justify cancellation of the order or engage the Seller's liability, notably with respect to direct or indirect damages imputable to a delivery delay or failure.
- 7.4. Delivery lead-times are extended in the case of *force majeure* situations or fortuitous events, as defined in article 10. The occurrence of a *force majeure* situation that delays or prevents delivery, may not give rise to the payment of compensation or interest or termination of the sale. In all cases, the Seller must inform the Buyer of the problems faced and the two Parties must work together to find a fair solution.
- 7.5. If the Buyer fails to receive the delivery at the place and on the date agreed, any amounts remaining due for whatever reason will be payable immediately.
- 7.6. Goods are only dispatched if the Buyer is up-to-date with all of its obligations with respect to the Seller.
- 7.7 The Buyer must accept delivery of the ordered quantity, plus or minus 10%.

### 8 TRANSPORT - ACCEPTANCE

- 8.1. Upon receipt of the products, in the event of packaging incidents or missing parcels, the Buyer must make any necessary claims and reserves to the Transport Company, in compliance with articles L133-3 and L133-4 of the French Commercial Code. The Seller must also be informed in writing within 3 days of product receipt at the place agreed in the Incoterms, otherwise the Buyer will have no recourse against the Seller.
- 8.2. If the Buyer requires specific insurance to cover transport, this will be payable by the Buyer.

### 9 WARRANTY AND LIABILITY

- 9.1 Products are guaranteed against any operating defects due to material, manufacturing or design faults, subject to the following conditions.
- 9.2 Any claims or reserves must be made in writing within 10 days of product receipt, including the parcel number, item code, batch numbers, a description of the type of fault and the reasons for the claim.
- 9.3. The Seller may verify the products on site or request their return. The Buyer may not, under any circumstances, take the decision to return the goods unilaterally. Return must be approved in writing in advance by the Seller. Costs and risks related to return of the products presumed to be defective are at the Buyer's charge, unless otherwise agreed by the Seller.
- 9.4. Once the reality of the defect(s) has been acknowledged, the Seller will propose:
  - free replacement of the products, if they are still in production,
  - repair, sorting or restoration of conformity, possibly on the Buyer's premises,
  - or a credit note,excluding any other indemnity or compensation.
- 9.5. No other requests of any kind will be accepted under any circumstances.
- 9.6. Defects resulting from storing, mounting, installing or using the products in abnormal conditions or contrary to standard practice and deterioration or accidents due to negligence, handling errors, inadequate monitoring or servicing will be excluded from all warranties. The warranty will also be cancelled if the product has been modified or repaired by the Buyer without the Seller's permission.
- 9.7. The Buyer is responsible for product compatibility (choice of product suitable for the environment and requirements of use), product usage according to instructions (failing which, the warranty will not apply), and compliance with local norms and marketing authorisations, as well as import formalities according to the selected Incoterm.
- 9.8. In the event of a visible defect or non-conformity of the goods duly observed by the Seller and exclusively imputable to the Seller, the Seller's liability is limited to the replacement, repair, sorting, restoration of conformity or reimbursement of the defective goods, insofar as they are recovered, excluding all other indemnity or compensation.  
The Seller may not be held responsible for any direct, indirect or consequential damage resulting from such defects outside the above clause.

### 10 FORCE MAJEURE

The Seller cannot be held liable for any delay or failure to execute its obligations if this delay or failure is due to a *force majeure* situation. This applies, notably to the following events if they present the characteristics of a *force majeure* situation, i.e. they are inevitable, unpredictable and not dependent upon the parties. The following are considered to be *force majeure* events (non-exhaustive list): explosions, fires, destruction of machines, factories and installations, natural disasters, government actions (license refusal or withdrawal, etc.), war or acts of war, floods, riots, strikes, social conflicts, etc.  
In the event of a *force majeure* situation, as defined above, the Seller must inform the Buyer immediately in writing of the situation and the cessation of the exceptional circumstances, and the contract execution lead-times will be extended by a period corresponding to that of the duration of said event, without incurring compensation or lateness penalties.

### 11 CONFIDENTIALITY – INTELLECTUAL PROPERTY RIGHTS

- 11.1. Studies, drawings, models and documents owned by the Seller and submitted to the Buyer may not be disclosed by the latter to third parties.
- 11.2 The Seller retains all intellectual property rights over the studies, drawings, models and all documents loaned. These documents must be returned upon the first request.
- 11.3 Intellectual property rights related to drawings, models, brand names, plans, processes, software and prototypes provided to the Buyer by the Seller remain the property of the latter.
- 11.4 The Seller's studies, including those drawn up on the basis of the specification and resulting in a product improvement, remain the exclusive property of the Seller and may not be disclosed, executed or reproduced without written permission.

### 12 APPLICABLE LAW – DISPUTES – LANGUAGE

- 12.1. These conditions are governed by French law.
- 12.2 If no amicable solution can be found, any claim arising from this contract between the Seller and the Buyer whose head office is within the European Union (EU) or the European Economic Area (EEA) or in Switzerland, shall come under the exclusive jurisdiction of the relevant court in Lyon (France).
- 12.3 In all other cases (Buyer whose head office is outside the EU, EEA and Switzerland), any claims related to this contract will be settled definitively according to the Arbitration Rules of the International Chamber of Commerce by a single arbitrator appointed according to these Rules.  
Place of arbitration: Lyon, France  
Language of arbitration: English
- 12.4. The language of writing and interpretation of these general terms of sale is French. If a translated version contains a contradiction, only the French version may be used as a basis for interpretation.