

# GENERAL TERMS AND CONDITIONS OF SALES

These Terms and Conditions of Sale (the "T&Cs") apply to all sales of Sterimed (the "Seller" or "Sterimed"), products and services (the "Goods"), to the Buyer. They shall prevail over any other terms and conditions of any kind whatsoever, including but not limited to any terms and conditions that may be contained in Buyer's terms and conditions of purchase, orders, offers or otherwise, unless otherwise expressly agreed in writing by Sterimed. Any sales contract containing these T&Cs shall be referred to hereinafter as "the Contract".

## I. - PURCHASE ORDER

The order of Goods must be clear and unambiguous about reference, quantity, quality, size, delivery, price, payment, etc. Orders placed by the Buyer are only binding for Sterimed if accepted by Sterimed by written confirmation. The acknowledgement of receipt of the order must be verified by the Buyer upon receipt by this latter. Any order that has not been confirmed in writing by the Seller within three (3) days of its sending by the Buyer shall be deemed refused.

In the event of total or partial cancellation, the Buyer must contact Sterimed in writing to validate this cancellation. In any case, if the cancellation occurs two weeks before the start of production, Sterimed reserves the right to apply a penalty equivalent to 25% of the amount of the order before tax. Nevertheless, if the production of the purchase order has started, then the Buyer shall pay as cancellation compensation 100% of the amount of the order excluding VAT, less transport costs.

## II. - PRICE

Any price or price list communicated to the Buyer prior to a sale is not binding on the Seller. Unless otherwise agreed in writing by the Parties, the Goods shall be invoiced at the FCA price, Place of Departure (exclusive of VAT) in force on the date of confirmation or, if the Goods are on consignment, on the date of removal of the Goods from consignment stock. Any taxes, duties or other charges relating to the Goods shall be borne by the Buyer.

## III. - PAYMENT

Payments will be made without compensation and according to the terms defined on the invoices. The place of payment shall be the Seller's registered office. If the Buyer is in default of payment under the Contract, the Seller may, without prejudice to its rights and remedies, (i) terminate the Contract by operation of law with immediate effect by written notice, (ii) suspend deliveries unless all overdues are paid in full, and/or (iii) put the Buyer on a cash payment basis at the time of order. In addition, the Buyer shall pay any collection costs incurred by the Seller (e.g. reasonable attorney's fees). In the event of late payment, and in accordance with the provisions of Article L441-6 of the French Commercial Code, an indemnity calculated on the basis of three times the legal interest rate in force shall be payable as well as a flat-rate indemnity for collection costs of EUR 40. The Seller reserves the right (i) to apply a higher rate and (ii) not to register new orders in the event of late payment.

## IV. - SHIPPING CONDITION

The shipment of Goods, as well as the risks relating thereto, are governed by Incoterms 2020, in application at the date of the order, unless otherwise agreed by the Parties. The Seller shall have no liability to the Buyer if there is a delay in delivery, notwithstanding that the Seller will use its best endeavours to meet the estimated delivery date, if any. Buyer shall immediately receive and unload the Goods, return, if applicable, the means used to transport the Goods in accordance with the instructions received and pay all capital, rental and other costs or damages resulting from Buyer's delay. Buyer shall immediately upon receipt of the Goods, verify that the Goods are in accordance with the Purchase Order. If, upon receipt, the Buyer detects defects or damage, in accordance with VIII below, it must immediately express reservations on the delivery documents presented by the transport agent. Shipments will not be diverted or re-dispatched by Buyer without Seller's prior written consent. Subject to the provisions of Articles VIII and IX below, receipt (or intentional or negligent non-receipt) of the Goods shall constitute acceptance of the Goods in terms of freedom from defect and conformity.

## V. - RETENTION OF TITLE

Seller retains ownership of the Goods until receipt of full payment by Buyer, notwithstanding the transfer of risk provisions of Article IV. Buyer shall be deemed to be the custodian of the Goods. In the event of non-payment for collection purposes, Buyer shall take all necessary steps to ensure that the Goods remain identifiable prior to use. If the Goods cannot be identified, all Goods with the same characteristics shall be deemed to belong to the Seller to the extent of the Seller's claim. Buyer may process or resell the Goods in the ordinary course of its business, but this authorization shall no longer apply in the event of Buyer's insolvency or liquidation. Buyer may not, prior to full payment to Seller, pledge or transfer ownership of the Goods, and generally may not dispose of the Goods as security. Buyer shall immediately report any seizure or other claim by a third party.

## VI. - FORCE MAJEURE

Force Majeure (the "FM") is any event that is not due to intentional or gross negligence on the part of either party, including, without limitation: (i) fire, explosion, flood, storm, earthquake, tidal wave, war, military operation, national emergency, civil disturbance, terrorist attack or any other similar event; (ii) any strike or other dispute involving workers or trade unions; (iii) any governmental law, regulation, decree, order, or similar act; or (iv) any shortage of supply, or damage to production, manufacturing, transportation, storage or distribution facilities. If either party's ability to manufacture, deliver, receive or consume Goods or to perform its obligations under the Contract (other than the Purchaser's obligation to make payments for the Goods) is prevented, affected or limited by any event of FM, then that party may, by written notice to the other party, reduce or interrupt, in whole or in part, deliveries or receipt of Goods. A party claiming a FM event shall not be liable for any breach of the Agreement towards

the other party during the events of proven FM until the resumption of its operations. In the event of FM, the Seller shall not be obliged to purchase the Goods (or equivalent product) on the market or from another Sterimed Group company. If performance is delayed for more than 60 days due to the FM case, the party claiming the FM case shall be entitled, by written notice to the other party, to terminate the Agreement immediately and ipso jure without any compensation.

## **VII. - EXCEPTIONAL DIFFICULTIES**

In the event of a substantial increase in production costs and/or raw material costs and/or transport costs, the Seller reserves the right to change the price or price list for any new order. Such modification must be notified in writing by the Seller to the Buyer.

## **VIII. - CLAIMS**

Within two (2) working days after receipt of the goods, the Buyer shall inspect the goods for any visual, identity or quantity defects and, where possible, a reservation shall be made on the transport documents. Accordingly, and subject to the conditions under Article IX, all claims by the Buyer relating to the quantity or quality of the Goods sold will only be considered if they are reported to Sterimed by written notice stating the nature and details of the claim within twenty (20) days of receipt of delivery or, where the claim is made under the warranty for latent defects referred to in Article IX, within twenty (20) days from the time the Buyer became aware or should reasonably have become aware of the latent defect. Any claim not made in legal proceedings instituted within three (3) months after the Seller's refusal thereof shall be definitively time-barred and unenforceable. Buyer may not suspend or set off any payment on account of a claim, except with Seller's prior written consent or if the claim is finally admitted by a court decision.

## **IX. - WARRANTY**

The Seller warrants that the Buyer's Goods correspond to the agreed characteristics of the Contract. Upon delivery, the Buyer shall immediately inspect the Goods and shall immediately notify the Seller in writing of any defects or non-conformity, with the necessary justifications, within the time limits referred to in VIII above. If the Buyer detects any defect or non-conformity during the use of the Goods, the use of the Goods shall be immediately suspended and the Seller shall be immediately notified in writing. The Seller may examine the nature and conditions of use on site. Buyer shall not resume use unless Seller agrees in writing. The warranty shall be valid for a period of six (6) months, starting from the date of delivery. Use means any use in the normal course of Buyer's business, except for special or abnormal use outside that scope. The guarantee does not apply if the defect or non-conformity is due to unsuitable storage conditions. The Buyer shall justify to the Seller the date of commencement of use and the appropriate and optimal storage conditions. If the Goods are defective or non-conforming, the Seller may, at its sole discretion and at its expenses: (i) remedy the defect or non-conformity, or (ii) replace the same within a reasonable period of time consistent with its production capacity and in accordance with the agreed characteristics of the Goods. The Buyer shall return the defective Goods in good condition, in their original or similar packaging, in which case the Seller reserves the right to choose the method of shipment and the carrier. Seller makes no other warranties, express, statutory and/or implied or otherwise applicable to the Goods, including but not limited to any warranty of merchantability or use for a particular purpose, or any warranty of satisfactory quality. Seller makes no warranty with respect to third party claims based on patent infringement or other violations.

## **X. - LIABILITY**

The Seller's total liability for any loss, damage or claim, whether under the Contract, outside the Contract or otherwise, arising out of or in connection with the Contract, including the design, manufacture, delivery, resale, replacement, performance or use of the Goods shall not exceed the purchase price of the relevant Goods. In no event shall Seller be liable for any indirect or consequential damages, including but not limited to loss of profits and revenues, loss of related equipment, cost of capital, cost of materials or parts replaced, facilities or services, labor costs. In no event shall the Seller be liable for any loss or damage that could have been avoided or reduced if the other party had taken all necessary precautions and measures. The T&Cs shall not be interpreted as limiting the legal provisions in force regarding liability and guarantees. The maximum amount of compensation is limited to the amount of the order.

## **XI. - TERMINATION**

The Seller shall be entitled, without prejudice to any other right under the Contract or at law, to suspend or terminate the Contract in whole or in part by notice in writing with immediate effect if (i) the Buyer breaches any of its obligations under the Contract and such breach is not remedied within 30 days of the Seller's written notice thereof; and/or (ii) the Buyer is subject to bankruptcy, insolvency, liquidation, receivership, assignment for the benefit of creditors or similar proceedings. Seller shall not be liable to Buyer by virtue of such termination and Buyer shall have no claim for compensation.

## **XII. - INTELLECTUAL PROPERTY**

The Purchaser shall (i) treat all information, including but not limited to specifications, plans, drawings, formulae, documents, tools, moulds exchanged under the Contract as confidential and (ii) use all information solely for the purposes of the Contract. All such information shall remain the full and exclusive property of the Seller. The Buyer shall return it to the Seller at the Seller's request.

## **XIII. - CONFIDENTIALITY**

The Buyer acknowledges that all information (including, but not limited to, specifications, plans, drawings, forms, documents, etc.) relating to the Goods are of a strictly confidential nature, and therefore undertakes to keep confidential all documents and information received from the Seller relating to the Goods to which it has had access, and shall not publish or disclose in any way whatsoever any information that the Seller or any other company has or may have entrusted to it.

This obligation of confidentiality shall remain in force for the duration of the Contract and for five (5) years after the end of the Contract.

Subject to immediate and prior written notification by the Buyer, information and data of a confidential nature may be disclosed in the following cases: (i) if it becomes public, including but not limited to if it is or becomes available on the Internet, without this clause being breached by the Buyer or any of its representatives, (ii) if the Buyer was already aware of it at the time it received it, and provided that it was not obtained (directly or

indirectly) from the Seller or a Sterimed Group company, (iii) if transmitted to the Buyer by a third party, the Buyer must not have acquired or disclosed them (directly or indirectly) in a wrongful or tortious manner, (iv) in the event of an injunction from any judicial or administrative review authority pursuant to any law or regulation or any legal, regulatory or judicial requirement.

#### **XIV. - MISCELLANEOUS**

The Contract shall be governed by and interpreted in accordance with French law.

If the Parties fail to reach an amicable settlement within one (1) month, all disputes, controversies or claims arising out of or in connection with the Agreement, including but not limited to its interpretation, validity, performance or termination, shall be subject to the exclusive jurisdiction of the Commercial Court of Nanterre, France.

The Buyer shall not sub-contract, transfer, pledge or assign any of its rights or obligations under the Contract without the prior written consent of the Seller.

If the terms of the T&Cs are found to be invalid, illegal or unenforceable, the remaining terms shall remain valid and the relevant term shall be replaced in such a way that it achieves its original purpose in accordance with applicable laws and regulations.

The failure of the Seller to exercise any right or the breach by the Buyer of any of its rights or obligations under the Contract shall not be construed as a waiver of such right or obligation.

All notices, purchase orders and other communications shall be in writing and shall be delivered by post, e-mail or fax to each of the Parties at the address set out in the Contract or such other address as may be specified by that Party in a written notice to the other Party. All such communications shall be effective upon receipt.

If these General Terms and Conditions of Sale are translated into more than one language, the French language version shall prevail over all other language versions.