

# GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS

VIVALTO SANTE



These general terms and conditions of purchase (the "**GTC**") apply to any order for products (the "**Products**") defined as any tangible or intangible good, and the deliverables (e.g. analysis, study, report, ...) excluding Healthcare Products (as this term is defined below) placed by a healthcare facility of the Vivalto Santé group (hereinafter the "**Facility**"), as the issuer of the order, with a natural or legal person or any other entity, in any form whatsoever, with or without legal personality (the "**Supplier**"). The order for Products placed by the Facility with the Supplier is hereinafter referred to as the "**Order**".

The Order includes in particular: (i) the Order form, (ii) the Order specifications (the "**Specifications**") and any additional documents issued by the Facility.

The Facility and the Supplier are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

<p align="center"><b>GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS</b></p>	<p align="center"><b>Page 1</b></p>
--	-------------------------------------

## 1. DEFINITIONS

In addition to the other terms and expressions defined elsewhere in these GTC, the capitalized terms and expressions used in these GTC, including the preamble, shall have the meaning ascribed to them below:

<b>“Acceptance”</b>	has the meaning ascribed to it in Article 4.8 of these GTC.
<b>“Article”</b>	refers to an article in these GTC.
<b>“Confidential Information”</b>	has the meaning ascribed to it in Article 14 of these GTC.
<b>“Facility”</b>	has the meaning ascribed to it in Article 14 of these GTC.
<b>“GTC”</b>	has the meaning ascribed to it in the preamble to these GTC.
<b>“Healthcare Products”</b>	means all healthcare products, including medical devices within the meaning of articles L. 5211-1 <i>et seq.</i> of the French Public Health Code and pharmaceutical or biomedical products, including medicinal products within the meaning of articles L. 5111-1 <i>et seq.</i> of the French Public Health Code.
<b>“Maximum Period”</b>	has the meaning ascribed to it in Article 4.8 of these GTC.
<b>“New Acceptance”</b>	has the meaning ascribed to it in Article 4.8 of these GTC.
<b>“Notification”</b>	has the meaning ascribed to it in Article 4.8 of these GTC.
<b>“Order”</b>	has the meaning ascribed to it in the preamble to these GTC.

<b>“Order Acceptance Period”</b>	has the meaning ascribed to it in Article 4.2 of these GTC.
<b>“Party(ies)”</b>	has the meaning ascribed to it in the preamble to these GTC.
<b>“Products”</b>	has the meaning ascribed to it in the preamble to these GTC.
<b>“Receipt”</b>	has the meaning ascribed to it in Article 4.8 of these GTC.
<b>“Specifications”</b>	has the meaning ascribed to it in the preamble to these GTC.
<b>“Supplier”</b>	has the meaning ascribed to it in the preamble to these GTC.

## **2. SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE - ENFORCEABILITY**

The Supplier's acceptance of an Order from the Facility, as well as any commencement of execution of an Order by the Supplier, implies the Supplier's full and unconditional adherence to these GTC, and excludes any conflicting provisions of the Supplier's general terms and conditions of sale.

Any deviation from these GTC must be subject to prior written approval by the Facility.

The Facility's failure to enforce any provision of these GTC at any given time shall not be interpreted as a waiver of its right to enforce any such provision at a later time.

## **3. FINANCIAL CONDITIONS - INVOICING - PAYMENT**

### **3.1. Price**

The prices stipulated in the Order accepted by the Supplier, under the conditions set out in Article 4 of these GTC, are fixed, final, flat rate and non-revisable. These prices are quoted in euros and include all costs and taxes (excluding VAT) necessary for the execution of the Order. VAT applies in accordance with applicable regulations.

Regarding the costs incidental to the Order price, the Parties expressly agree to apply

DDP Incoterm rules. In this connection, the Supplier shall pay in particular all transportation costs and other taxes related to the Order. Moreover, the Supplier shall complete all customs formalities (for export and/or import), and shall take care of the payment of related taxes and duties. Upon receipt of the Products, the Facility shall thus pay no costs owed by the Supplier under DDP Incoterm rules.

The Supplier is responsible for determining the price (understood as any compensation for the Products concerned) offered and acknowledges and accepts that the prices indicated in the Order include all risks and are fair prices. Consequently, the Supplier may not subsequently claim any price increase for any reason whatsoever.

### **3.2. Invoicing**

Invoices relating to Orders must include all the information required by the legislative and regulatory provisions, as well as the Order number, the mode of transport, the destination of the Products, the VAT identification number, where applicable, and the country of origin of the Products.

A separate invoice shall be issued by the Supplier for each Order form, even in the case of combined deliveries of Products.

The Supplier undertakes to send the invoice only after the date of signature by the Facility of the delivery note for the Products. In case of split delivery of the Order, the Supplier undertakes to send the invoice once the Products concerned by said Order are delivered in full to the Facility, under the conditions provided for in article 4.5 below. In such case, no invoice shall be sent to the Facility, even if the latter signs a delivery note only for part of the delivered Products.

### **3.3. Payment**

All payments shall be made subject to (a) Acceptance or, as the case may be, New Acceptance (as these terms are hereinafter defined in Article 4.8 of these GTC) and (b) receipt by the Facility of the Supplier's invoices in accordance with the provisions of Article 3.2 of these GTC.

Unless the Parties have agreed in writing to different specific payment terms, payment for the Products shall be made by bank transfer within 45 days end of month. This period starts from the date the Facility receives the Supplier's invoice.

Except in cases where the Parties have agreed on specific payment terms, any late payment shall give rise to the automatic application of a late payment penalty, following the sending of a formal notice by registered letter with acknowledgement of receipt, which has remained unanswered for a period of thirty (30) days from its receipt. This penalty shall be calculated from the first day following the due date of the formal notice sent by the Supplier to the Facility and shall be equal to a rate corresponding to three (3) times the legal interest rate in force on that date, applied to the amount of the sums due.

The increased legal interest shall compensate the Supplier on a lump-sum basis, and the Supplier shall not be entitled to claim any other sum from the Facility on the grounds of late payment, subject to legal public policy provisions.

#### **4. TERMS OF ORDER EXECUTION**

##### **4.1. Order formalization**

The Facility sends the Supplier the Order form issued by any authorized person. The date of sending of the Order form corresponds to the date on which it is transmitted to the Supplier, by any means of communication (including, in particular, electronic mail, electronic data interchange (EDI) or post).

##### **4.2. Order Acceptance**

The Supplier shall confirm acceptance of the Order to the Facility in writing within a maximum period of three (3) days from the date of sending by the Facility of the initial or modified Order, as the case may be (the "**Order Acceptance Period**").

This confirmation, within this period, constitutes final acceptance and a firm commitment on the part of the Supplier to deliver the Product(s) ordered by the Facility at the price indicated in the Order.

Should the Supplier fail to accept the Order in writing within the aforementioned period, the Facility may freely cancel the Order without justification or compensation.

##### **4.3. Order execution**

###### Supplier's obligations.

The Supplier undertakes to:

- (a) Execute the Order in accordance with the terms and conditions stipulated, and according to standard practice, being expressly bound to an obligation of result;
- (b) Provide appropriate advice, after having asked the Facility to obtain all the information necessary for the proper execution of the Order, and declare that it has received this information in due form;
- (c) Acknowledge that the information transmitted by the Facility is clear, unequivocal and sufficient to ensure proper execution of the Order;
- (d) Hold all legal and administrative authorizations that may be required for the execution of the Order;
- (e) Respect the right to the Facility to demand, after formal notice, the execution in kind of any obligation incumbent upon the Supplier in the event of breach by it, except in the event that such execution is rendered impossible.

Means required to execute the Order. The Supplier shall provide, at its own expense, all means necessary and appropriate for the execution of the Order.

Supplier's personnel. The Supplier undertakes to assign to the execution of the Order a personnel in sufficient number and with the professional qualifications and authorizations required for the proper execution of the Order and so that the Products ordered may be delivered on time and to a high standard of quality.

The Supplier remains fully responsible for its personnel and, where applicable, its subcontractors duly authorized by the Facility, in all circumstances. The performance of the Orders by the Supplier expressly excludes any relationship of subordination between the Supplier's personnel and the Facility, such personnel remaining exclusively under the responsibility and under the hierarchical authority of the Supplier.

The Supplier undertakes to comply with all tax and social security obligations incumbent upon it, and to provide the Facility with all documents referred to in article D. 8222-5 of the French Labor Code (or any other applicable legal and/or regulatory provision). More generally, the Supplier shall promptly provide the Facility with the certificates required by law.

In its capacity as employer, the Supplier shall be personally responsible for salaries, wages, bonuses, social security contributions, paid leave, management and, in general, for all obligations incumbent upon it with respect to its personnel participating in the execution of the Order.

The Supplier holds the Facility harmless against any claim in this respect under the provisions of the French Labor Code and undertakes to bear the financial consequences of any sanction against the Facility on these various grounds.

#### **4.4. Changes to the Order**

Subject to a period of three (3) days following the sending of the initial Order to the Supplier, the Facility may request the Supplier, in writing, to modify the initial Order. The Supplier shall confirm acceptance of the modified Order in writing to the Facility within the Order Acceptance Period specified in Article 4.2 of these GTC.

#### **4.5. Delivery**

Delivery is understood to mean the actual delivery of the Products under the conditions and according to the terms set out in the Order.

In particular, the Products are delivered on the date(s), at the location(s) and in the quantities specified in the Order, these elements being considered imperative. In accordance with DDP Incoterm rules, the Supplier undertakes to deliver the Products after payment of customs duties, ready to be unloaded.

Upon delivery of the Products, the Facility signs a delivery note issued by the Supplier.

This delivery note certifies that the Supplier has fulfilled its delivery obligation but does not constitute acceptance of the Products.

The Facility is entitled to refuse delivery of any Products that are not accompanied by a detailed delivery note for each Order, on the Supplier's headed paper, bearing the number of the Order form and a full description of the Products delivered, using the same terms (item number, name, detailed description, etc.) as those used in the Facility's Order form.

The Facility may not be held liable for late payment resulting from the non-receipt of a delivery note or the receipt of an incomplete or illegible delivery note.

Any delivery in advance of the contractual dates shall be authorized in advance in writing by the Facility.

The Facility shall be entitled to return to the Supplier, at the latter's expense and risk, any deliveries non-compliant with the Order (in particular defective Products and/or Products differing from the Products ordered and/or Products non-compliant with applicable regulations and/or Products exceeding the contractual quantities, etc.) or to demand from the Supplier the missing quantities at the prices and under the conditions set forth in the Facility's Order form, all without prejudice to any compensation that may be claimed by the Facility for all related direct or indirect damages.

In the event of delivery of Products to a location other than that indicated on the Order form, the Facility reserves the right, at its discretion, to:

- (a) request delivery of the Products concerned to the location indicated on the Order form, at the Supplier's expense and risk; or
- (b) cancel the Order concerned, without prejudice to the Supplier's obligation to reimburse the Facility, on first request, for the price of the Order or, where applicable, the deposit paid by the latter;

all without prejudice to any compensation that may be claimed by the Facility for all related direct or indirect damages.

The Supplier shall immediately inform the Facility in writing of any foreseeable delay and shall take, at its own expense, any additional measures necessary for the proper execution of the Order.

In the event of late delivery of Products, the Facility reserves the right, at its discretion, to:

- (a) cancel all or part of the Order which has not been executed on time, in which case the Facility shall not be liable for the price and any deposit paid to the Supplier shall be reimbursed to the Facility on first request;

- (b) request the Supplier to reimburse the Facility for any expenses incurred by the latter to mitigate the consequences of the late delivery;
- (c) invoice the Supplier, from the first day of delay, late payment penalties of two percent (2%) of the total amount of the Order, excluding taxes, per day of delay, without prior formal notice, unless other specific conditions have been agreed between the Parties;
- (d) place replacement Orders at the Supplier's sole risk and expense;

all without prejudice to any compensation that may be claimed by the Facility for any direct or indirect damages suffered by the Facility as a result of the late delivery.

Payment by the Supplier of any penalties whatsoever shall not relieve the Supplier of its obligation to fulfill the obligation in question, nor shall it deprive the Facility of its right to cancel the Order.

#### **4.6. Shortage - Substitute products**

In the event of a shortage affecting, or threatening to affect, available Products, the Supplier undertakes to notify the Facility in writing without delay of the occurrence or threat of occurrence of said shortage. If, as a result of such shortage, the Supplier is unable to execute all firm Orders issued by the Facility, the Supplier shall allocate the quantities of Products available to the Facility on a priority basis.

In addition, the Supplier undertakes, throughout the period of shortage, and subject to the stock of available Products not being sufficient, to offer the Facility equivalent substitute Products or higher substitute Products at no extra cost for the Facility, subject to their availability and compliance with any potential requirements of the marketing question, which the Facility shall be free to accept or not.

In the event that a Product was withdrawn from the market due to regulatory constraints imposed by the relevant authorities, the Supplier undertakes to inform the Facility immediately and to propose appropriate alternative solutions, including substitute Products or adaptations that comply with the regulations in force. In such case, the Supplier undertakes to pay for all related costs and taxes, including delivery costs, in accordance with DDP Incoterm obligations.

It is expressly agreed between the Parties that any shortage of Products shall not, under any circumstances, be assimilated to an event of Force Majeure as mentioned in Article 11 of these GTC and shall therefore not relieve the Supplier of its contractual obligations, subject to applicable legal provisions. Furthermore, the Supplier may not, under any circumstances, request a revision of the agreed prices due to a shortage of Products, whatever the cause.

#### **4.7. Packaging**

The Products shall be correctly and sufficiently packaged by the Supplier, which shall be liable for breakage, shortage and damage, or in general, for any other damage



caused to the Products, resulting from insufficient packaging.

Packaged Products shall be clearly identified by reference to the corresponding Order form.

#### **4.8. Receipt procedure**

General provisions. The Products may only be delivered to the location indicated on the Order form, or failing this, to the Facility's premises. The Products are deemed to have been received when the delivery note is signed by the Facility after delivery to the Facility. The signing of the delivery note establishes the date of receipt (the "**Receipt**") of the Products, but in no way signifies acceptance of the Products delivered.

The Facility has a period of thirty (30) calendar days from Receipt to notify the Supplier either of its acceptance of the Products (the "**Acceptance**"), or of their receipt with reservations, under the conditions set forth hereinafter (the "**Notification**").

In the absence of Notification within this period, the Products shall be deemed to have been refused, and the Supplier shall be obliged to organize their return at its own expense and risk, without prejudice to any recourse that the Facility may take. Under no circumstances may the absence of Notification be interpreted as Acceptance or as tacit Acceptance of the Products.

Acceptance implies the absence of any apparent defects/faults which might affect the Products but, under no circumstances, exempts the Supplier from its warranty against latent defects and, more generally, from that stipulated in Article 10 of these GTC.

Receipt with reservations. The Facility may notify the Supplier of Receipt with reservations in the following cases:

- apparent defect and/or fault; or
- non-compliance with applicable standards; or
- non-compliance with the specifications of the Facility (in particular those of the Specifications); or
- non-compliance with the technical specifications of the Products previously provided by the Supplier to the Facility; or
- modification of the manufacturing processes or technical specifications of the Products, without the Supplier having previously informed the Facility and the latter having expressly accepted these modifications, as mentioned in Article 5 of these GTC.

If Receipt is pronounced with reservations, the Supplier shall remedy, at its sole expense, the defects/non-compliance noted by the Facility within ten (10) calendar days from the date of the Notification of Receipt with reservations (the "**Maximum**

**Period")** sent by the Facility.

To this end, the Supplier undertakes to repair or, if necessary, replace, within the Maximum Period, the defective/non-compliant Products with Products identical to those which were the subject of the initial Order, all at the same price conditions.

The Receipt procedure described above shall be repeated, under the same conditions.

If, at the end of the Maximum Period, the Supplier has not removed the reservations or if other non-compliance or anomalies have arisen within said period after the first reservations have been removed, the Facility may refuse the Products concerned and request the termination of the Order to the exclusive detriment of the Supplier.

If, at the end of the Maximum Period, the reservations listed in the relevant Notification of Receipt with reservations have been removed by the Supplier, the Facility shall notify the Supplier of its acceptance of the repaired and/or replaced Products (the "**New Acceptance**").

In all cases of refusal of Products by the Facility, under the conditions set out above, the Facility shall not be liable for the price of the Products and any deposit paid shall be reimbursed by the Supplier to the Facility, without prejudice to any compensation that may be claimed by the latter for any related direct or indirect damages.

Defective/non-compliant Products are returned, where applicable, at the Supplier's sole risk and expense. The Facility shall indicate precisely the non-compliance giving rise to the return.

Costs in the event of receipt with reservations or refusal of Products. All costs, in particular handling, storage, transport, expert assessment, compliance and replacement costs, which may be incurred as a result of Receipt with reservations and/or refusal of the Products concerned, shall be borne exclusively by the Supplier. The same applies to the New Acceptance procedure necessitated by the reservations and/or refusal.

## **5. PROCESS CHANGE**

The Supplier shall inform the Facility if it intends to change its production site or use a new manufacturing process, and more generally, if it intends to modify the technical specifications of Products already ordered by the Facility from the Supplier.

This information shall be provided at least six (6) months prior to the implementation of such changes and in writing. No change may be made to the Products without the prior written agreement of the Facility.

## **6. TRANSFER OF RISK AND OWNERSHIP**

Unless otherwise agreed between the Parties, ownership of the Products is transferred to the Facility on the date of payment by the latter.

The transfer of risks shall take place at the time of the Notification of Acceptance of the Products or, as the case may be, the Notification of the New Acceptance, under the conditions provided for in Article 4.8 of these GTC.

## **7. INSURANCE**

The Supplier represents that it has taken out all insurance policies with reputable insurance companies covering (i) the risks incurred as a result of the execution of the Order, (ii) the risks of direct and indirect damages, whether foreseeable or unforeseeable, caused by itself or by its items or by its employees or subcontractors, and (iii) its civil liability "before and after delivery", as well as its professional liability.

The Supplier undertakes to keep them in force throughout its relationship with the Facility.

No later than the day on which the agreement is signed with the Facility, and subsequently at each request from the Facility, the Supplier shall provide a certificate dated less than three (3) months old confirming that it has taken out the aforementioned insurance policies.

In addition to the payment of premiums, this certificate shall indicate the activities insured, the amounts covered, the deductibles and the main exclusions.

These insurance obligations do not exempt the Supplier from its responsibilities, in particular in the event of failure to pay by its insurer (deductible, exclusion from the contract or exceeding the coverage limit). The Supplier shall declare to the Facility within twenty-four (24) hours of its occurrence any loss or damage incurred in the execution of the Order.

## **8. VERIFICATIONS - AUDIT**

After giving prior notice to the Supplier by letter, the Facility may carry out, at its own expense, by means of its internal auditors or a specialized firm it has appointed for this purpose, audits or inspections aimed at ensuring (i) the quality of the Products and their compliance with the technical specifications previously provided by the Supplier to the Facility, (ii) compliance with confidentiality obligations, (iii) compliance with property rights (including intellectual property rights) of the Supplier or third parties, (iv) compliance by the Supplier with its obligations regarding the processing of personal data, where applicable.

Furthermore, the Supplier accepts that at any time, the Facility and/or any authority or independent body may verify the progress and conditions of execution of the Order or conduct tests or inspections at any place where the Products are manufactured.

The Supplier is obliged to cooperate with the aforementioned auditors/inspectors, in particular by making available to the Facility all the elements, including documentation, required to carry out these audits and inspections, in order to demonstrate compliance with all its obligations for the entire duration thereof.

Prior to acceptance operations, the Supplier is required to remedy, at its own expense and under its sole responsibility, any defects and/or non-compliance of the Products thus detected.

Documentary reviews, verifications, inspections, tests or audits carried out or performed by or on behalf of the Facility do not have the effect of modifying the Supplier's obligations or reducing its liability to the Facility. Depending on the breaches observed, and without prejudice to the rights of the Facility or any measure it may take, the Facility reserves the right to claim from the Supplier all or part of the costs it has incurred in carrying out such audits/inspections.

## **9. RIGHTS TO THE PRODUCTS - INTELLECTUAL PROPERTY**

The Supplier represents that it is vested with all rights to the Products ordered by the Facility.

In particular, the Supplier expressly guarantees to the Facility:

- (a) that it has the capacity and full authority to sell the Products ordered by the Facility;
- (b) that it has not done and will not do, by means of an assignment to a third party or by any other means, any action likely to prevent or hinder the Facility from enjoying full ownership of the Products delivered;
- (c) that it may use freely the intellectual property rights attached to the Products and required for the exploitation, use, commercialization and marketing of these Products. These rights are free of any security interest and are not subject to any challenge or claim by any third party, employee or any public or private body.

The Supplier undertakes to grant the Facility all intellectual/industrial property rights necessary for the use, exploitation, provision and commercialization of the Products by the Facility.

The Supplier shall hold the Facility harmless against all claims by third parties due to the infringement of any rights of ownership and/or intellectual/industrial property rights relating to the Products.

The Supplier shall hold the Facility harmless against any loss suffered by the Facility as a result of such claims.

These GTC do not imply any assignment or concession of intellectual and/or industrial property rights, or any transfer of technology or know-how from the Facility to the Supplier, the latter being prohibited from exploiting and/or filing and/or registering any intellectual property right or title whatsoever (i) relating to any element or information made available to it by the Facility, or (ii) which it may have created or invented specifically in the context of or in connection with an Order. Likewise, the Supplier

shall refrain from using, communicating or marketing, directly or indirectly and in any way whatsoever, the know-how specific to the Facility, and/or specific to the Facility's subcontractors, partners and suppliers, of which the Supplier may have become aware in the context of an Order. Each of the Parties retains, subject to the rights of third parties, the intellectual property rights relating to its prior knowledge generated or acquired independently and/or prior to the date of signature of the Order.

#### **10. WARRANTY**

The Supplier warrants that the Products delivered are new and that said Products, as well as the packaging and labelling, comply in all respects with (a) the Order, (b) the technical specifications of the Products sold by the Supplier, and (c) the regulations in force, and that they are free from latent defects or faults within the meaning of articles 1641 *et seq.* of the French Civil Code.

As a departure from the paragraph above, the Products delivered may be demonstration Products or reconditioned Products provided that (i) the Facility's prior express acceptance is obtained, and (ii) the Products are compliant with (a) the Order, (b) the technical specifications of the Products sold by the Supplier, and (c) the regulations in force, and that they are free from latent defects or faults within the meaning of articles 1641 *and seq.* of the French Civil Code.

The Supplier also warrants that the Products delivered are of a quality expected of a diligent and competent professional, and fit for the purpose for which they are intended.

In addition, the Supplier warrants the Products for the period specified below, regardless of where they are located, against any design, conformity or manufacturing defects and therefore undertakes to remedy at its own expense, within the time limits set by the Facility, any defect and/or non-compliance by repairing or exchanging without delay the defective and/or non-compliant Product, at the Facility's discretion.

All costs necessary for the repair and/or exchange of the defective/non-compliant Product as well as inspection costs shall be borne by the Supplier, including in particular transport, insurance, taxes, the return of the defective/non-compliant Products to the Facility's premises, their repair or replacement, the delivery of the new repaired or replaced Products as the case may be, associated inspections, and additional costs.

In the event of a breach of this Article, the Facility may substitute a third party for the Supplier to remedy the defects, disorders, non-compliance and faults reported, at the Supplier's expense and risk. In such a case, the Supplier shall make available to the third party retained by the Facility all documents and elements necessary for the execution of the Order.

The duration of this warranty is twelve (12) months from the date of Receipt of the Product concerned, under the conditions set out in these GTC. The duration of the warranty may be increased provided it is mentioned in the Order. Any Product repaired or exchanged under this warranty is subject to a new warranty period of the

same duration from the date of receipt by the Facility of the Product repaired or replacing the defective/non-compliant Product.

This warranty period is not a substitute for the legal periods applicable to a particular Product.

In any event, the Supplier remains liable and undertakes to hold harmless the Facility to the extent of one euro per euro for all direct and indirect pecuniary consequences resulting from damage of any kind suffered by the Facility as a result of the import and/or use and/or commercialization of defective and/or non-compliant Products purchased by the Facility.

The Supplier also guarantees to the Facility the peaceful possession of the Products purchased.

#### **11. FORCE MAJEURE**

If a Party is prevented from fulfilling its obligations due to an event of force majeure within the meaning of article 1218 of the French Civil Code and the case law based thereon, it shall inform the other Party by written notice within five (5) working days from the date of occurrence of the effects thereof, by producing all appropriate evidence, and indicating the impact on the Order in progress as well as the measures taken to limit its effect.

Execution of the part of the Order directly affected by the force majeure event is suspended. It shall resume as soon as its effects cease. Each Party shall bear its own consequences of the force majeure event.

Should the effects of the force majeure event persist for more than one (1) month from the date of Notification, the Order may be terminated automatically and without compensation, through no fault of the Parties, at the initiative of either Party, by registered letter with acknowledgement of receipt. In such a case, the Parties shall draw up a settlement statement, it being understood that only those Products which have been the subject of a Notification of Acceptance or, as the case may be, a Notification of New Acceptance shall be paid to the Supplier.

#### **12. ADVERTISING**

Orders placed by the Facility may not be the subject of any direct or indirect advertising without the prior written consent of the Facility.

In any event, the Supplier may not use the name of the Facility for any purpose whatsoever without the prior written consent of the Facility.

#### **13. NO EXCLUSIVITY**

No exclusive relationship may be inferred from the recurrence of Orders placed by the Facility with the Supplier.

Consequently, the Facility shall not be obliged to place an Order with it for subsequent purchases.

It is the Supplier's responsibility to ensure diversification of its market share with other customers for all products, whether identical to the Products or not.

**14. CONFIDENTIALITY**

The Supplier shall not, without the prior written consent of the Facility, communicate to third parties, directly or indirectly, any information of any nature whatsoever relating to or included in the Order, which may be communicated to it by the Facility by any means whatsoever (in writing, orally or by any other means, including the transmission of samples, models, through video, computer and photographic means), or which may arise from the execution of the Order, hereinafter "**Confidential Information**".

The Supplier warrants that the Confidential Information is used solely for the purpose of executing the Order. It undertakes (i) to protect the Confidential Information and keep it strictly confidential, (ii) not to copy, reproduce or duplicate it, in whole or in part, (iii) not to disclose it internally except to those members of its personnel who need to know it, and to inform them of its confidential nature and of the obligations attached to it. In this respect, the Supplier shall ensure that these obligations are accepted and applied by its personnel.

The obligations arising from this Article shall remain in force for ten (10) years after execution or termination of the Order. On the date of execution or termination of the Order, the Supplier must return the Confidential Information to the Facility or destroy it, without delay, without being able to enforce a right of retention against the Facility.

**15. COMPLIANCE WITH APPLICABLE REGULATIONS**

The Supplier represents that it is aware of and undertakes to comply with all applicable laws, regulations and practices, including all provisions relating to the fight against corruption and influence peddling, as well as applicable regulations relating to the protection of personal data.

Any breach of this Article shall be deemed a serious breach, for which the Supplier alone shall be held liable, and the occurrence of which shall entitle the Facility to terminate all or part of the Order automatically, without notice and without further formalities, without prejudice to any legal proceedings that the Facility may take in this respect.

In addition, the Supplier undertakes to reimburse and/or hold harmless the Facility, to the extent of one euro per euro, for any damages that the Facility may suffer as a result of, or in connection with, any inaccuracy in the declarations made by the latter under the terms of Article 15 of these GTC.

**16. ASSIGNMENT - SUBCONTRACTING - TRANSFER**

The Supplier is prohibited from assigning, subcontracting or transferring in any form

whatsoever all or part of the rights and/or obligations resulting from the agreement entered into with the Facility/the Order without the prior written authorization of the Facility. In any event, the Supplier remains solely liable to the Facility for the proper execution of the Order.

**17. LANGUAGE - APPLICABLE LAW - SETTLEMENT OF DISPUTES**

The official language of these GTC is French. The use of any other language is only indicative, and in the event of interpretation difficulties, the Facility and the Supplier shall refer solely to the French version of these GTC.

The Order is subject to French law and excludes the application of the Vienna Convention of April 11, 1980, on Contracts for the International Sale of Goods.

Unless otherwise agreed between the Parties, any dispute relating to the Order and/or the validity, interpretation and execution of these GTC shall be referred to the Court having jurisdiction where the Facility's registered office is located.

**18. NOTIFICATIONS**

Except as otherwise indicated in these GTC, any notification under an Order shall be made in writing and shall be considered as made and received (i) on the same day where it is delivered by hand, (ii) on the following day where it is sent by email and confirmed by registered letter with acknowledgement of receipt sent within twenty-four (24) hours, (iii) on the third business day following the sending where it is made by special mail service (such as DHL), (iv) on the day of receipt where the sending is made by registered letter with acknowledgement of receipt.

Any notification shall be sent, *a minima*, to both persons designated nominally and expressly by each Party for itself, at the time of formalization of the Order by the Facility and at the time of acceptance thereof by the Supplier.

**19. ADDRESS FOR SERVICE**

For the purposes of the execution of the Order, each Party agrees to elect as address for service its place of business signing the Order and, in the absence of any mention of a place of business signing the Order, its registered office.