

## **GENERAL CONDITIONS OF SALE**

**AXO Science SAS's (hereinafter referred to as AXO Science) General Conditions of Sale form, in accordance with Article L.441-6 of the Code of Commerce, the basis of the commercial negotiation between the parties concerning the sale of AXO Science's systems, reagents and consumables (the Products). The conditions herein govern any order placed by the Client and shall take precedence over any conditions of purchase, unless expressly agreed otherwise in writing by AXO Science's Sales Department. The act of placing an order signifies the Client's full adherence, without reservation, to AXO Science's General Conditions of Sale.**

### **1) ORDERS**

Only orders sent to AXO Science's Sales Administration team in written format (email, fax, letter) shall be accepted. All orders must include the client's account number, delivery and invoicing addresses, and the item's reference number and full name.

AXO Science reserves the right to reject or suspend any order in cases where it believes that the Client's situation could pose a risk to AXO Science being able to recover the amounts due, or in the case of the Product being unavailable.

### **2) DELIVERY**

AXO Science undertakes to provide the Client with the Products indicated on the order accepted by AXO Science. The Products shall be delivered and installed on the basis of the arrangements defined on the order accepted by AXO Science, it being specified that the timescales below are given for information purposes only.

#### **a) Reagents and consumables**

Reagents in stock shall be delivered as quickly as possible depending on the destination. Deliveries shall be made either in a package or on a pallet, at AXO Science's discretion. In the event of temporary unavailability, notification will be sent by email or by fax. The remainder of the order will be shipped as soon as it becomes available.

Unless otherwise stated and approved by AXO Science, delivery will be CPT (Carriage Paid To the agreed destination, Incoterms® 2020 ICC) for all dispatches.

#### **b) Systems and machines**

Systems will be delivered within an estimated period of 8 (eight) weeks, following notification of acceptance of the duly signed purchase order. In the case of financing by a financial company, the date used will be the date AXO Science received the financing agreement from said company.

Setting up and installation will be provided at the Client's premises. Following installation, the Parties will sign the corresponding system Initial Qualification Report, which formalizes acceptance of the system by the Client. As regards the sale of systems connected to the Client's network, the device connection services shall remain the Client's responsibility.

Unless otherwise stated and approved by AXO Science, delivery will be CPT (Carriage Paid To the agreed destination, Incoterms® 2020 ICC) for all dispatches.

### **3) PRICE**

Unless stated otherwise (Net Price, pricing commitment for a pre-defined period, etc.), the prices given are exclusive of tax and VAT shall be added at the rate in force on the date of shipping. The prices of reagents, consumables and ancillary products are those in force on the day of shipping.

### **4) INVOICING**

The reagents, consumables and ancillary products are invoiced on the date of shipping. The systems are invoiced on the date of signing the Initial Qualification Report. Advance payment

may be requested when signing the Sales Contract or the Quote. In the case of commitment to a minimum annual order, a potential adjustment will be made on December 31 of each year and an additional invoice corresponding to the total volume of the annual commitment will be sent to the Client. Invoices will be sent in paper or electronic format. Unless stated otherwise, AXO Science reserves the right to send invoices at the end of each month, grouping together the deliveries made during that month.

Pure and simple acceptance of the amount on the invoices shall be assumed if the Client does not dispute said invoices with AXO Science's Sales Administration team within 30 days of the date of issue.

### **5) PAYMENT**

Unless indicated otherwise by AXO Science in the quote, payment is to be made within 30 days of the invoice date, by bank check or postal check or by bank transfer.

In the case of late payments, late penalties, applicable on the day following the payment date indicated on the invoice, shall be due by the Client to AXO Science and are automatically applicable. The amount of said penalties is calculated on the basis of the interest rate plus 10 percentage points. A lump-sum penalty of €40 shall also be due for the recovery costs. An additional penalty may be claimed by AXO Science for any expenses incurred with regard to recovering the debt.

Without prejudice to the above, in the case of the Client failing to pay one sole debt or not complying with the payment conditions, or in cases where AXO Science believes that the Client's financial situation poses a risk to AXO Science being able to recover the amounts due, AXO Science reserves the right to:

- immediately remove all the payment facilities and specific commercial conditions granted,
- suspend or cancel, without notice or compensation, all orders currently underway,
- require cash payment for any subsequent deliveries before each shipment, or any other means of payment as chosen by AXO Science,
- require the immediate payment in full of the remaining balance due.

### **6) LEASING**

In the case of the system being financed through leasing, the financing organization shall assume the rights and obligations provided for herein in their capacity as the Client, and shall act as the guarantor of compliance by the end user with the rights and obligations arising from this agreement.

### **7) TRANSFER OF RISKS AND RETENTION OF TITLE**

All Products sold shall remain the property of AXO Science until the principal price and ancillary costs have been paid in full. AXO Science reserves the right to use any means necessary to recover, or have recovered, the Product in the case of non-payment, as failure to pay may result in a Product claim. The portion of the price already paid shall remain acquired by AXO

Science in exchange for the use of the Product; within the meaning of this clause, the issuing of a document creating an obligation to pay does not constitute a payment.

Unless stated otherwise, AXO Science shall bear the Product transportation costs, but shall not be liable for the risks. The risks shall be transferred to the Client from the moment the Product is placed with the carrier, from which time the Client shall be responsible for any damages which may occur to the Products or as a result of the Products. The latter must therefore ensure that their insurance covers the delivered Product from this point in time.

## 8) TRACEABILITY

The Products sold by AXO Science have specific technical characteristics which require compliance with traceability rules and which must be used in accordance with the user manual. Consequently, AXO Science reserves the right to sell the products exclusively to professionals who are authorized to produce biological analysis results. The Client undertakes to comply with all traceability rules and to respect the conditions of use and storage which apply to the products they order or use. AXO Science cannot be held liable for non-compliance with these rules beyond the point of delivery, as indicated on the order by the Client.

## 9) CLAIMS

Any logistics claims shall be sent to AXO Science's Sales Administration team and any technical claims to the Customer Support team, within 30 days of receipt of the Products. Products cannot be returned without prior agreement from AXO Science which may, at their sole discretion, decide to replace them.

## 10) GUARANTEES

During the guarantee period, AXO Science undertakes to ensure, or have ensured on their behalf by a specialist maintenance company, the repair and supply of spare parts for the system to function properly, with the exception of consumables and ancillary products for the systems.

At the end of the guarantee period, and if the Client has not signed an ad hoc Maintenance Contract, they must ensure the system is maintained, at their expense.

AXO Science's guarantee shall not apply to a Product which has been handled or used in such a way which does not comply with the instructions for use in AXO Science's user manual. The Client is required to comply with the medical biology practice conditions as defined in the Public Health Code.

### a) Reagents:

AXO Science's reagents are to be used in in vitro diagnostics and must be used by suitably trained professionals in strict compliance with the User Manual. Compliance with the specifications indicated in the technical datasheets is guaranteed up until the expiry date.

### b) Systems & machines:

The systems are guaranteed, including parts and labor, in-house workshop collect and return service, for 12 months starting from the delivery date.

The guarantees above and the hidden defects guarantee are the only guarantees offered by AXO Science and are accepted by the Client to the exclusion of any other guarantee, in writing or spoken, express or implicit, including, in particular, any guarantee related to adapting the products for a specific use.

## 11) MAINTENANCE CONTRACT

For the Systems and Machines, under the terms of the Initial Guarantee, the Client can benefit from a Maintenance Contract offered by AXO Science based on the arrangements relating thereto and defined independently. However, the aforementioned Maintenance Contract must have been signed before the end of the initial guarantee year. To receive the services offered under the Maintenance Contract, the Client must allow AXO Science to remotely access the Sales Administration teams' systems. Where remote access is not possible, AXO Science's obligations under the Maintenance Contract will be suspended until remote access is re-established.

## 12) INSTALLING THE SYSTEMS & MACHINES

During the initial installation of the systems, a list of pre-requisites will be sent to the Client in advance. If one or more of the pre-requisites is not available on the installation day, the time and travel costs incurred shall be invoiced in addition to the fixed installation price.

## 13) WASTE

In accordance with Decree No. 2005-829 of July 20, 2005, repealed by Decree 2007-1467 of October 16, 2007, unless expressly agreed otherwise, it is agreed that AXO Science shall be responsible, at the Client's costs, for removing and processing waste from the systems which are identified and labeled as being electric and electronic equipment.

The Client's obligations (specifically with regard to contamination), which the Client must comply with, are defined in the "User Manual" for the system concerned. The conditions for making the systems available, as well as the costs associated with these services, will be sent to the Client at their request. It is reiterated that the Client, as the guardian of the equipment, will be responsible for the entire system and for making it available to AXO Science. Any costs incurred or damages suffered due to the Client's negligence and/or any failure to fulfill their aforementioned obligations will result in compensation to AXO Science.

The Client expressly agrees that, in the case of them reselling the equipment supplied by AXO Science and/or any transfer of the guardianship in any way whatsoever, whether as a loan or a lease, whether free of charge or for a fee, as a donation or any other means, on national territory or any other territory, AXO Science shall then automatically be released, without any other conditions, from their financing obligation and their obligation to organize the removal of said waste, within the meaning of the aforementioned Decree. AXO Science undertakes to send all necessary information on the equipment concerned. The Client shall be fully responsible for undertaking proper documentary, technical and administrative management. It shall guarantee AXO Science and shall indemnify AXO Science against any potential damages, costs or third-party actions, including the authorities concerned in the case of poor performance of this obligation.

## 14) LIABILITY

The hardware is guaranteed as being without faults or manufacturing defects for a period of 30 days starting from the date the Client signs the Initial Qualification Report. Upon delivery, the Software provided by AXO Science is clear of any

known computer viruses. Work undertaken by AXO Science is carried out using tools protected by anti-virus software with signature updates. It is the Client's responsibility to put in place a protection plan against such a risk for all the data on its IT system (Client's IT resources) for the future. The Client must ensure its IT equipment is compatible with that proposed by AXO Science. The latter cannot be held liable for any virus contamination. Furthermore, AXO Science reserves the right to invoice for additional services arising from an existing contamination in the Client's IT equipment.

## 15) PERSONAL DATA

The Client accepts that the personal data used either by AXO Science or the other entities in the AXO Science Group, in compliance with the provisions of the "IT & Freedoms" Law of January 6, 1978, amended by the Law on "personal data protection with regard to processing personal data" of August 6, 2004 and Regulation (EU) No. 2016/679, known as the General Data Protection Regulation. The Client has a right to access, amend and rectify the data concerning them, in accordance with said Law. To exercise this right, the Client may contact their account manager.

As part of the guarantee operations for the systems sold by AXO Science or the quality control measures undertaken by the latter, the Client accepts that AXO Science accesses patients' personal data, which must be anonymized by the Client for the time required to conduct the operation concerned. AXO Science undertakes to put in place, from the start of performing the operation concerned, appropriate security devices and procedures, in order to strictly guarantee the security, integrity and confidentiality of the Client's data.

The Client and AXO Science undertake to comply with their respective obligations in application of the aforementioned Law on "personal data protection with regard to processing personal data" of August 6, 2004 and Regulation (EU) No. 2016/679, known as the General Data Protection Regulation.

## 16) TRANSFER

The Client is prohibited from transferring or transmitting, in any way whatsoever to a third party, all or part of the rights and obligations created by the agreement. In the event that the Client is the subject of a change of control or a restructuring (unless internal to the group) such as a merger, the order shall only continue to apply with prior express agreement from AXO Science. The Client accepts as of now that AXO Science may transfer the order or be subject to a change of control to a third party.

## 17) CONFIDENTIALITY

The Client undertakes to strictly respect the confidentiality of the information sent to them by AXO Science, and not to disclose the information given to them by AXO Science without prior written agreement.

## 18) RESALE

The Client undertakes not to resell AXO Science's Products without prior written agreement. If written agreement has been given by AXO Science to the Client, the Client Reseller undertakes to strictly comply with the terms of the agreement and the geographical area for reselling Products covered by the agreement. The Client Reseller assumes responsibility for the importation and marketing connected with selling the Products

and must ensure the Products comply with the rules in force in the geographical area concerned.

## 19) SOFTWARE

The software included in the price is subject to a non-exclusive use license: this software cannot be reproduced, modified, transferred, sub-licensed or adapted without express agreement from AXO Science. With the exception of the aforementioned right of use, the Client is not, in any case, entitled to any intellectual property right, title or interest on the software.

## 20) APPLICABLE LAW - JURISDICTION

The General Conditions of Sale herein are governed, with regard to their validity, interpretation and performance, by French law. In the case of a dispute, the Lyon courts are solely competent, even in the case of multiple defendants or third-party appeals. The Client, in their capacity as a medical biology professional, shall take all necessary measures to ensure that the systems, reagents and software are used in accordance with the legal provisions and standards they are bound by, specifically with regard to the system installation and performance of analyses. As an expert, the Client shall not only use the systems in strict compliance with AXO Science's recommendations, but shall also remain responsible for any interpretation or any use of the results produced. The Client guarantees AXO Science against any action by third parties relating to the consequences of non-compliant use of the Products. AXO Science's liability for any loss or damages resulting from any cause whatsoever, including their negligence, cannot, in any case, exceed the sale price of the Products which are the subject of the claim; or, solely at AXO Science's discretion, the repair or replacement of said Products plus associated shipping costs. AXO Science cannot be held liable for direct or associated damages, whether the action concerns either contractual or tort liability, or other.