

## 1. SCOPE

These terms and conditions are applicable to any sale by our company of medical and safety technology equipment, materials, spare parts, accessories and consumables (hereinafter "products") in France (continental France including Corsica and French overseas) and the Principality of Monaco (*Principauté de Monaco*). We reserve the right to amend these terms and conditions at any time without notice.

They shall take precedence over any terms and conditions issued by the customer, in particular those of its purchase conditions or orders, except if procedures for the award of public procurement contracts are applicable. We must give our express prior consent in writing to any special terms and conditions of sale which may be granted that would prevail over these terms and conditions.

Any information contained in our commercial documents, as well as any information given by our employees and representatives, is for information purposes only (non-binding).

## 2. ORDERS

Any order which we receive or which is recorded by our employees and representatives shall only become final after acknowledgment of receipt constituting written acceptance by our company. The initial order is subject to a solvency study and a customer account being opened in our books.

For any order which amount is less than €200 (excl. VAT and discounts), an additional lump sum of €30 (excl. VAT) shall be invoiced for administrative fees which shall be payable in full by the customer regardless of the amount of its other pending orders.

An order is final and binding once our company has acknowledged in writing its receipt. However, and only if the products ordered have not yet been delivered, it may be cancelled in whole or in part by the customer with our written agreement within 15 days after its acknowledgment of receipt. In the event of any cancellation accepted by our company, the customer shall be liable for a penalty representing 30% of the pre-tax amount of said order, without any formal notice being necessary.

## 3. DELIVERIES

Our products are sold carriage and insurance paid to place of destination in continental France, including Corsica (CIP Incoterm 2020). Our products, even shipped carriage paid, travel at the customer's risk.

We reserve the possibility to make partial deliveries provided that the minimum consignment and any multiple thereof are met. Delivery times start from the date of our acknowledgment of receipt of order and are indicative only (non-binding). Delivery delays shall not entitle the customer to any compensation or lead to the order being terminated or the products returned. The products are packaged by us. The customer must dispose of the one-way packaging in accordance with regulations.

Upon receiving the products, the customer shall check that they are in good condition and ensure that they comply, both in terms of quantity and quality, with the order. In the event of damaged products, products that have leaked, missing products or products delivered late, the customer must express detailed and justified reservations on the bill of lading, exercise any recourse against the carrier in the forms and within the time limits prescribed by article L.133-3 of the French commercial code (*code de commerce*) and notify us thereof in writing.

Within 10 days of their receipt, the customer may return the products after obtaining our written agreement which is subject to the return of the products in their original condition in closed and unaltered packaging. The customer shall be responsible for paying the postage for said returns. Our agreement to the return shall be final only once we have checked in our premises the accuracy of the customer's complaints. In case of a return for a reason attributable to the customer, our company shall be entitled to deduct from its credit note a fixed amount of €35 (excl. VAT) for return costs and/or a penalty of at least 20% of the pre-tax price of the returned products, without the need for any formal notice. No returns are accepted for equipment or materials specially configured for the customer or for products subject to expiration or activation of run times.

## 4. PRICE

The prices for our products are exclusive of taxes, expressed in Euros and include carriage and packaging for orders which are deliverable unloaded at a single address and at a single time in continental France (including Corsica). They do not, however, include any additional logistics fees which might apply as the case may be.

Our products are invoiced according to the price list and the discounts in force on the date the order is accepted or based on the accepted price estimate if the prices are subject to the customer's specific configurations. We may charge extra for the installation of our products (setup, connection, initial commissioning, testing and training to use). Price discounts may be conditional on ordering a minimum quantity; any partial delivery may lead to the price discount no longer being applicable.

Our price estimates are valid 90 days as from their date of issue. As of 1<sup>st</sup> January of each year, we shall have the option of updating the prices quoted in a price estimate if the latter has not been accepted by the customer during the past calendar year.

## 5. PAYMENT

Payment of our invoices is to be made in Euros to our registered office by way of a bill of exchange, cheque or bank transfer within 30 days from the date of invoicing (or 50 days for French public healthcare service and French defence healthcare service). We may require that full payment or prepayment of at least 30% of the order is made upon acknowledgment of receipt of the order depending on whether such an order is less or more than €300 (excl. VAT and discounts) or is an initial order.

Payment shall be deemed to be made only once the amounts due on the agreed due date have been actually collected. No discount is granted in case of early payment.

The customer shall not be entitled to unilaterally offset any amounts with claims which it might assert against our company. After one year from the invoicing, any claim by the customer relating to payments made shall no longer be admissible and the customer's action shall be time-barred.

Any failure to make payment by the due date shall automatically result, without the need for formal notice, in late payment penalties being calculated at the rate of interest applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points and a lump sum compensation for debt collection costs in an amount of €40. The debt collection costs exceeding the amount of this lump sum compensation shall be paid by the customer. Any payment incident shall immediately and without notice lead to any payment becoming due immediately. In addition, our company reserves the right to suspend the operation of the customer account and to require a cash payment of all registered orders.

## 6. RETENTION OF TITLE

**The products shall remain our sole property until full payment of their price, ancillary costs and taxes.**

The customer shall have custody of the products upon their receipt and must bear the risk of loss or damage, regardless of the cause thereof. Products in the customer's possession are deemed to correspond primarily to unpaid products. We may require that these products be returned at the customer's expense. The customer must defend by all legal means any claims to the products brought by third parties.

## 7. LIABILITY

Our warranty is limited to the supply of products conforming to the regulations in force that are free from any hidden defect or design or manufacturing defect at the time of their receipt. The warranty period for our products is set out in our price estimates. If not, the equipment and materials are guaranteed for 12 months from their receipt, spare parts for 6 months and accessories and consumables for 3 months. The customer must promptly notify us of any non-conformity or defect with supporting documents and give our technicians free access to the products, failing which our company would be released from its obligation of guarantee.

Our liability does not cover anything beyond the repair or replacement of the product acknowledged to be non-compliant or defective (parts and labour) and cannot be extended to indirect or intangible damages, consecutive or not, such as lost profits, operating losses or loss of turnover. The unavailability of product during repair or replacement shall not entail any extension of the product's warranty or compensation to be paid to the customer.

We deny any liability for (i) installation, commissioning, operation, modification, repair or dismantling of the product by the customer contrary to good practice, operating instructions, safety instructions or maintenance instructions, (ii) normal wear and tear of the product with regard to the conditions of use or the quality of its components, (iii) failure to observe our products' specified storage or use conditions, (iv) apparent defects at the time of receipt or defects that normal inspection at the time of receipt should have detected, (v) incompatibility of the customer's supplies or utilities with the technical characteristics of our products, (vi) failure of the customer to monitor or maintain the equipment or materials or (vii) failure to comply with sanitary safety rules in a healthcare unit. These limits and exclusions of liability also apply to the products commissioned in connection with our services.

Any claim made by a customer shall not entitle it to defer or suspend payment or automatically deduct any amounts from the invoice issued by our company.

## 8. INTELLECTUAL PROPERTY

The graphic elements, trademarks, designs, models, logos and the like appearing on our products, instructions and operating instructions are the exclusive property of Drägerwerk. Any use, exploitation, representation, reproduction or adaptation thereof is prohibited.

## 9. WEEE – BATTERIES AND ACCUMULATORS

The customer must use the collection and recycling of waste from electrical and electronic equipment (WEEE), batteries and accumulators organized by Recylum and Corepile, approved eco-organisations to which our company belongs.

## 10. TERMINATION

In the event that the customer fails to perform any of its obligations, in particular should it fail to make payment upon the deadline of any amount due under the order, we shall be entitled to automatically terminate the order, without carrying out any legal formalities, eight (8) days after formal notice served by registered letter with acknowledgment of receipt that has remained unheeded and without prejudice to any potential right to compensation.

In the event that our company takes back the products that were sold, the customer shall be required to compensate us for our loss resulting from the depreciation and unavailability of said products. In the event that the termination of the order requires us to return any amount received from the customer, our company shall be entitled to offset said amount with the aforementioned compensation.

## 11. GOVERNING LAW – JURISDICTION

These terms and conditions are governed by French law.

**The jurisdictions within the district of the Court of Appeal of Versailles, France, are competent for any dispute, even in the event of multiple defendants or introduction of third parties.**