

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - SUBJECT MATTER AND SCOPE

1.1 These general terms and conditions of sale shall automatically apply to all product sales made by NIMESIS TECHNOLOGY, a French *société par actions simplifiée* with a share-capital of 200,000 euros, which registered office is located 4 rue des Artisans Frontigny 57245 MECLUVES, registered with the Corporate and Trade Registry of Metz under number 508 776 010 (hereinafter "NIMESIS") with professional Clients.

The general terms and conditions of sale represent the sole basis for commercial negotiation with the Client; acceptance of any offer to sell from NIMESIS implies full and complete acceptance of these general terms and conditions of sale, which shall prevail over any other general or special terms and conditions of purchase, in accordance with the provisions of article L.441-1 of the Commercial Code.

1.2 Informational or promotional material, in particular catalogues, operating instructions and advertisements are provided for information only and do not have any legal value.

1.3 The fact that NIMESIS does not, at any time, refer to any of the provisions of these general terms and conditions of sale shall not be construed as a waiver of any such provisions. In accordance with the law, NIMESIS retains for itself the right to waive some of the provisions of these general terms and conditions of sale, according to the negotiations with the Client, by implementing specific terms of sale. Any waiver of these general terms and conditions of sale shall be enforceable against NIMESIS only if agreed in a written document signed by a duly authorised representative of NIMESIS.

Article 2 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

2.1 All intellectual property rights (whether registered with any official agency or not), including the know-how, drawings and designs, copyrights, patents, trademarks and other rights attached to the products sold, documents of any kind relating thereto (technical, commercial or other), samples, prototypes and/or services provided by NIMESIS (the "Intellectual Property Rights") shall remain the exclusive property of NIMESIS. The Intellectual Property Rights shall not be reproduced or used in any way by a third party, unless expressly authorized beforehand by NIMESIS.

The Client agrees not to infringe or allow to be infringed in any way the Intellectual Property Rights and the confidentiality with respect thereto.

2.2 "Confidential Information" shall mean all communications (oral, written, electronic or other), information and materials (recorded, written, typed, photographed, electronic, digitised, encrypted or other) and in any form whatsoever (paper, electronic or digital recording, computer disk or drive or other), of any nature (technical, scientific, commercial, industrial, financial, logistical or other, including the know-how) belonging to NIMESIS, which will be provided to the Client upon the sale or the supply of the service or to which the latter may have access before, during or in the course of negotiations and/or subsequently under this Contract. The Client confirms the strictly confidential nature of the Confidential Information and expressly accepts it. In this respect, the Client undertakes to (i) keep confidential the Confidential Information in an appropriate manner to prevent any disclosure to any third party; (ii) take any appropriate measures to ensure that such information is only used in the performance of this contract; (iii) disclose the Confidential Information only to the members of its staff working on a need to know basis (the "Staff"); and (iv) make sure that the Staff is fully aware of the strictly confidential nature of such information.

This obligation shall apply during the period of the contract performance and for a period of ten (10) years from its termination date. All Confidential Information remains the sole property of NIMESIS. The Client may not use the Confidential Information for any purpose other than this contract, in particular (without limitation) to make, have made, copy or reproduce all or part of the products sold or the know-how of NIMESIS. The Client shall return them to NIMESIS and/or destroy them upon written request from the latter.

In the event of inconsistency between this confidentiality article and any non-disclosure agreement expressly entered into between the Client and NIMESIS, the non-disclosure agreement shall prevail.

Article 3 - ORDERS

3.1 Formation of the contract

3.1.1 Any sale shall be final only after (i) NIMESIS has confirmed its express acceptance of the Client's order in writing, and (ii) upon receipt of any agreed down payment.

3.1.2 For any product subject to specifications fully defined by the client with a view to being integrated into its own production, a specific order shall be placed by the latter and shall become effective only after a written agreement is made in accordance with article L441-5 of the Commercial Code, setting forth in particular the deadlines and the respective roles of the parties.

3.1.3 Orders shall be placed in writing with a purchase order dated and signed by the Client.

3.1.4 Any order shall be deemed rejected unless expressly accepted by NIMESIS within ten (10) days of its receipt.

3.1.5 The acceptance of orders is in any case subject to the available stocks and the manufacturing capacity of NIMESIS.

3.1.6 The minimum order is five hundred (500) Euros, taxes excluded.

3.1.7 All orders placed are irrevocable for the Client, unless otherwise agreed in writing by NIMESIS.

3.2 Cash payment

Acceptance by NIMESIS of the orders submitted to it is subject to the fact that the Client shall provide adequate financial guarantees and undertake to pay the price of the products ordered on the due date. Therefore, should NIMESIS have serious reasons to fear payment difficulties from the Client at the date of reception of the order or after this date, or if the Client does not provide the same financial guarantees as when the order was accepted, NIMESIS may subordinate the acceptance of the order or the continuation of its execution to the cash payment, by the Client, of all or part of the amount of that order, or to the provision by the latter of a payment bond for NIMESIS.

3.3 Rejection of order

Subject to the mandatory provisions of applicable regulations, NIMESIS shall retain the discretionary power to reject any order without having to justify its decision to its orderer.

Furthermore, NIMESIS shall be able to question an accepted order in the event the Client remains indebted to NIMESIS under previous orders, despite a formal notice that remained ineffective: NIMESIS may then refuse to fulfil the new order and deliver the products specified therein, without the client being entitled to claim any compensation, for any reason whatsoever.

3.4 Modification or cancellation of the order

3.4.1 Any request to modify the products composition or the product quantity relating to an order placed by the Client shall only be taken into account by NIMESIS if it is addressed in writing, no later than five (5) days from the date of reception of the initial order by NIMESIS.

3.4.2 In case of total or partial cancellation of an order, including with the consent of NIMESIS, the Client shall remain liable for the price of the products for which production has begun, as well as for all costs or expenses incurred by NIMESIS in respect of such order (including, without limitation, for the purchase of components, sub-assemblies or materials, etc.). All amounts previously paid by the Client shall be kept by NIMESIS on a permanent basis (unless expressly agreed otherwise).

Article 4 - DELIVERY

4.1 Delivery timescales

4.1.1 As delivery timescales are approximate and depend on the dates of the orders, the availability of raw materials and carriers, they are given for information purposes only.

4.1.2 Late deliveries shall not give rise to a penalty or an indemnity, nor shall they be grounds for cancellation of the order. However, in the event of a delay of more than sixty (60) days and if this delay is not attributable either to an act of God or to the Client or any third party, the Client may request that the Contract be

terminated and shall then recover the down payment paid to NIMESIS. If the Client has not fulfilled its obligations within the required timescales, (for instance in case of a late payment, a late payment of contractual instalments or a delay in providing technical specifications, if any) or in the case of weather events, social events, political events, public-health events, economic events or technical events that may stand in the way of the functioning of NIMESIS and/or the supplying of raw materials or energy (including the acts of God referred to in article 9 below), NIMESIS' delivery period shall be automatically extended for at least the period of delay suffered (due to the Client, the third party or the relevant external event).

4.2 Risks - delivery

4.2.1 Unless otherwise notified in writing, deliveries shall be made according to the following Incoterms 2020: for all deliveries to metropolitan France (including Corsica): CIP, i.e. carriage and insurance paid to the place agreed between NIMESIS and the Client, which shall be stated in the order form accepted by NIMESIS, or for all deliveries to foreign countries or the French overseas territories: DAP, i.e. delivered at place agreed between NIMESIS and the Client, which shall be stated in the order form accepted by NIMESIS.

4.2.2 For all deliveries in metropolitan France (including Corsica), the application of Incoterms 2020 CIP implies a transfer of risks when the products are handed over by NIMESIS to the carrier, meaning that they travel at the risk of the Client.

4.2.3 For all deliveries abroad (or in French overseas territories), the application of Incoterms 2020 DAP implies a transfer of risks to the country of destination when the products are handed over to the carrier at the arrival terminal, meaning that they travel at the risk of the Client on completion of customs formalities.

When the delivery is made according to Incoterms 2020 CIP, NIMESIS undertakes to subscribe an insurance policy covering the risks linked to the transport of the products to the place of destination. The police insurance taken out by NIMESIS shall be a minimum insurance coverage. Therefore, unless otherwise agreed in writing, if the Client wishes to take out a wider insurance policy, the Client shall subscribe an additional insurance.

If the delivery is made in accordance with Incoterms 2020 DAP, the Client undertakes to take out the necessary or useful insurance policies to cover such risks.

4.3 Transport

4.3.1 Unless a specific agreement between the parties provides otherwise, the carrier and the mode of transport used for the delivery of the products shall be chosen by NIMESIS, in particular on the basis of the nature and the quantities of the products ordered and their place of destination.

4.3.2 At the Client's request, NIMESIS shall send a rough estimate of transport costs, considering that the prices stated in NIMESIS product catalogue are exclusive of transport and customs charges (in accordance with article 5.3 of these general terms and conditions of sale).

4.3.3 In any case, the Client undertakes, in accordance with Incoterms 2020 CIP or DAP (as the case may be), including when the Client is responsible for choosing the carrier, to pay the transport costs within the allotted time either directly to the carriers or to NIMESIS in the event the latter has made the advance payment.

In case of failure, established by any means, NIMESIS retains the right to claim from the Client, in addition to the price of the products, an amount equal to the amount due to the carrier to be able to pay the carrier instead of the defaulting Client.

4.4 Reception of the products

4.4.1 Compliance assessment

When the products are delivered according to Incoterms 2020 CIP, the Client shall, as appropriate, express reserves with the carrier, since NIMESIS is not under any liability for loss, theft, damage, destruction, or any other event that occurred during transport.

When the products are delivered according to Incoterms 2020 DAP, the Client shall, as appropriate, express reserves with the carrier, since NIMESIS is not under any liability for loss, theft, damage, destruction, or any other event that occurred after the products are handed over to the carrier at the arrival terminal.

The costs and risks relating to this assessment shall be borne by the Client. It is recalled that some products are of a very specific nature and may be dangerous. The Client shall provide for the careful handling of the products by suitably qualified staff.

The reception without reserve of the products ordered by the Client covers any apparent defect or missing product. Any product that has not been subject to reserves with the carrier, by registered mail with acknowledgement of receipt or an extrajudicial document, within three (3) business days from the date of reception, in accordance with article L.133-3 of the Commercial Code, a copy of which shall be given simultaneously to NIMESIS, shall be considered received in perfect condition and accepted as such.

4.4.2 Claims

Without prejudice to the steps the Client shall carry out towards the carrier, and in accordance with the terms of article 4.4.1 above mentioned in case of apparent defects or missing products, any claim, for whatever reason, regarding the delivered products, shall be receivable only in writing and sent by registered mail with acknowledgement of receipt to NIMESIS within eight (8) days following the reception of the products by the Client or its agent (including its carrier or commission agent in the event Incoterm 2020 DAP shall apply).

The Client shall give evidence of any defects or missing products by submitting any item likely to justify its claim (in particular pictures, order form, delivery note, etc.).

If the conditions set out in articles 4.4.1 and 4.4.2 are not complied with, the products shall be deemed compliant, and NIMESIS shall not be held liable in this respect.

The claim made by the Client in accordance with the conditions defined in this article shall not relieve the Client of its obligation to pay for the relevant products, nor suspend such an obligation.

4.5 Returns

4.5.1 Conditions

It is recalled that the Clients of products are professional workers.

Only products which do not comply with the order shall be returned to NIMESIS.

Any product return shall be subject to a prior written agreement between NIMESIS and the Client. Any returned product without such agreement shall be considered the Client's property and shall not entitle the Client to a credit note.

The returned products shall be in the same condition as when NIMESIS delivered them.

The carrier chosen by NIMESIS is the only one who is authorised to return the mentioned products when the return is on NIMESIS' account.

The return costs for the products shall only be borne by NIMESIS if NIMESIS verifies the apparent defects or missing products mentioned and admits NIMESIS is at fault.

4.5.2 Consequences

If the provisions of article 4.4.1 are observed, any return accepted by NIMESIS shall entitle the Client, at its choice, after quantitative and qualitative verification operated by NIMESIS, to have the non-compliant products replaced for free and/or the additional products at NIMESIS' expense, or benefit from a credit note in respect of the relevant products, excluding any indemnity or other claim such as the cancellation of the order.

Should the provisions of article 4.4.1 not be observed, the return shall be sanctioned by the loss, for the Client, of all amounts paid for the purchase of the returned products. Any returned product shall be the Client's property and shall not entitle the Client to a credit note.

Article 5 - PRICE

5.1 The products are sold at the applicable price at the date the order is accepted by NIMESIS.

5.2 In the event of a special order (in particular products with specific characteristics and/or not included in NIMESIS' catalogue), such products will be sold on the basis of a special quote, at the price indicated therein.

5.3 Prices do not include taxes. They do not include transport or potential custom charges or insurances covering risks linked to the transport and conservation of the products, which shall remain, unless otherwise provided in writing, borne by the Client.

5.4 Prices are calculated net and without discount for payment in advance ("escompte").

5.5 Regarding prices that are set according to quantity, any order for smaller quantities shall lead to modification according to the applicable price. Furthermore, specific tariff conditions shall be applied according to the specifications requested by the Client regarding terms of delivery in particular.

5.6 The Client may receive discounts depending on the quantities purchased and delivered at the same time and same place or the regularity of its orders.

Article 6 - PAYMENT

6.1 Payment terms

Unless otherwise expressly agreed by NIMESIS, NIMESIS shall demand the payment of a down payment which amounts to thirty percent (30%) of the total purchase price when the order is placed.

The balance of the purchase price is invoiced when the ordered products are removed and must be paid in accordance with the provisions of article 6.2 mentioned below.

The Client can pay by cheque, transfer or truncated bills of exchange.

No compensation is authorised between the potential claims of the Client and the sale invoices of NIMESIS, including in the case of amounts due by both parties: the prior written consent of NIMESIS shall be required for any compensation.

6.2 Payment timescales

In accordance with the limits set by Article L.441-10 of the Commercial Code, NIMESIS' invoices are due within thirty (30) days from the date of reception of the ordered products.

The due date also appears on the invoice.

Only the actual cashing of drafts or truncated bills of exchange shall be considered as a full payment as defined in these general terms and conditions of sale.

NIMESIS shall not grant any financial discount (*escompte*) for cash payment or advance payment.

6.3 Late payment

Except if the Client requests a deferment of payment as necessary and it is expressly accepted by NIMESIS, the absence of payment on its due date as mentioned on the invoice shall by right lead to the immediate enforceability of all amounts (including tax and VAT) due by the Client, regardless of the chosen method of payment, as well as the enforceability, as a penalty clause, of an indemnity equal to fifteen percent (15%) of these amounts, in addition to the application ipso jure from the following day of the late payment penalty in accordance with article L.441.10 of the Commercial Code. These late payment penalties shall imply the application of an annual interest equal to eight per cent (8%) of the total amount owed by the Client in respect of the relevant invoice.

Furthermore, and in accordance with the provisions of articles L.441-10 and D.441-5 of the Commercial Code, any delay in payment shall by right lead to, in addition to the late payment penalties, the obligation for the Client to pay a minimum fixed allowance of forty (40) euros for recovery costs. An additional compensation shall be demanded, on presentation of supporting documents, if the recovery costs incurred by NIMESIS are higher than the amount of the fixed compensation.

These penalties shall, if NIMESIS deems fit, be assigned ipso jure to any amount due by the latter to the Client (especially to any potential discount).

Without prejudice to the above, any delay in payment shall give NIMESIS the right to suspend immediately and without any further formalities all current orders. Furthermore, in the event of delay in payment of the price in whole or in part for a period longer than eight (8) days following a formal notice remained unsuccessful, the sale shall, if NIMESIS deems fit, be terminated by the latter, who may claim the products back before the *juge des référés*, in addition to damages. The termination shall regard the current order but also, at the discretion of NIMESIS, all previous unpaid orders, either delivered or in the course of delivery and whether or not payment for them is due.

In the same way, if the payment was to be by instalment, the non-payment of one instalment shall lead to all amounts becoming immediately due without prior formal notice.

In any case, all due amounts for other deliveries or for any other matter shall become immediately due.

Any partial payment shall be deducted from the non-preferential part of the debt and then from amounts which are due for the longest time.

6.4 Requirement of settlement guarantee

Any credit deterioration of the Client shall justify the requirement of a settlement guarantee, in cash or draft payable at sight, of the amount of the order in whole or in part, before the execution of the orders placed. It shall be the case in particular if the debtor's capacity or its professional activity changes, if the manager, the ownership structure of its share capital or the legal form of the Client's business changes or if an assignment, a rental, the pledge of the business of the Client or if the contribution of the Client to a third party's business is likely to have a negative impact on the Client's credit capacity.

6.5 Invoicing

An invoice is made and addressed to the Client for each delivery. Unless otherwise provided in writing, the delivery occurs at the date of removal of the products.

Article 7 - PACKAGING

Unless the Client requests specific packaging, which shall in that case be subject to a quotation, the price for NIMESIS' products includes packaging.

Article 8 - RETENTION OF TITLE

The transfer of ownership of the products is subject to the full payment for all goods.

The mere presentation of a title which creates an obligation to pay, whether it is a draft or something else, does not constitute payment within the meaning of this provision, given that the original claim the Client owes NIMESIS remains unaffected, including any relating guarantees and the retention of title until the amount corresponding to this instrument is actually cashed.

This provision maintains the property rights that NIMESIS has over the products sold, which allows NIMESIS to repossess them, wherever they may be, until they are fully paid for.

This provision does not prevent the transfer of risk of the products borne by the Client following the delivery, in accordance with article 4.2 above mentioned. Consequently, the Client shall insure the products, for the benefit of NIMESIS, until the transfer of ownership and supply NIMESIS with proof upon demand. Otherwise, NIMESIS shall be entitled to delay delivery until the Client supplies NIMESIS with proof.

The Client shall make sure the products are kept in good conditions, by identifying and individualising them from the other products at its premises, which shall be made accessible to NIMESIS should this provision be implemented.

The Client shall immediately inform NIMESIS if there is a garnishment or any other intervention of a third party on the products, so that NIMESIS can oppose it and preserve its rights.

Furthermore, the Client shall not pledge or use as collateral the ownership of products which have not been fully paid to NIMESIS.

The cancellation of any order by NIMESIS pursuant to these general terms and conditions of sale shall give NIMESIS the right to demand all the products in stock at the Client's premises.

Any down payment of the Client shall remain the property of NIMESIS as compensation, without prejudice to any action NIMESIS shall have the right to take against the Client.

Article 9 - FORCE MAJEURE

NIMESIS shall not be liable for the consequences of any breach of one or more of its obligations if such breach results from an impediment beyond its control and in respect of which NIMESIS could not reasonably be expected to take such impediment into account when entering into the Contract, to prevent or overcome it or to prevent or overcome its consequences. In particular, the following events shall be deemed to be an impediment as aforesaid relieving NIMESIS from any liability: a partial or total strike, a lockout, an interruption or disruption of transport, a total or partial home confinement, a pandemic-type health crisis, a fire, storms, other natural disasters, supply incidents, etc.

Article 10 - WARRANTY

10.1 Scope of warranty

All Products are warranted against defects in materials and workmanship for twelve (12) months from the date of delivery, which appears on the delivery note which is given directly to the Client or the carrier.

This warranty only applies to the replacement or refund of the products with such defect. The warranty in the

provisions of article 10 is the only compensation that the Client shall be entitled to ask for, excluding damages or any other compensation.

Any intervention from NIMESIS shall not have the effect of prolonging the warranty period.

10.2 Exclusions

The warranty, which is the subject of the present provision, shall not apply to apparent defects. The warranty does not apply to defects and deterioration caused by the natural wear and tear or any other incident (defective maintenance, misuse, etc.) or the modification of the product which was not planned or specified at the time the order was placed, the misuse, negligence or any force majeure event.

The order of semi-finished products (particularly in the medical or paramedical field) shall expressly exclude any use of said products in their state: the Client shall be responsible for transforming the products purchased from NIMESIS into finished products, in compliance with good practice and any regulations, standards or specifications that may be applicable to its own finished products. The medical or paramedical components manufactured by NIMESIS are unfinished products and shall in no way be used as such in the human body.

10.3 Implementation period under pain of forfeiture

In order to assert his rights, the Client shall, under pain of forfeiture of any action related to those rights, inform NIMESIS by registered mail with acknowledgement receipt of the existence of the defect under the scope of the warranty within a maximum of fifteen (15) calendar days from the date of its discovery.

Article 11 - LIMITATION OF LIABILITY

THE AGGREGATE LIABILITY OF NIMESIS (INCLUDING ITS SUBSIDIARIES, ATTORNEYS, EMPLOYEES AND AGENTS) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL BASIS, SHALL IN NO EVENT EXCEED THE AMOUNT, EXCLUSIVE OF TAX, OF THE INVOICE DRAWN UP TO THE CLIENT IN RESPECT OF THE ORDER TO WHICH ITS CLAIM RELATES. THE CLIENT AGREES THAT IN NO EVENT SHALL NIMESIS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THE ORDER OR CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFIT, LOSS OF CHANCE OR LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF GOODWILL, DAMAGE TO REPUTATION OR PUBLIC IMAGE, OR PURCHASE COST AND/OR COMMISSIONING EXPENSES OF ALTERNATIVE OR SUBSTITUTE PRODUCTS, WHETHER OR NOT SUCH DAMAGES WERE KNOWN TO NIMESIS.

In any event, any liability of NIMESIS towards the Client shall in no way relieve the latter from the obligation to pay all the amounts, if any, due under all invoices issued by NIMESIS, in accordance with these general terms and conditions of sale.

Article 12 - TERMINATION

In the event the Client breaches any of its obligations hereunder, which is not remedied within thirty (30) days after such failure, NIMESIS may, at its option, terminate ipso jure all or part of this contract, and without any formality, without prejudice to any subsequent action for damages against the Client.

Article 13 - CONTESTATION - ASSIGNMENT OF JURISDICTION - APPLICABLE LAW

Any dispute related to the sale of the products (in particular regarding the details of the order and its execution) that shall not be settled amicably between NIMESIS and the Client shall be subject to the exclusive jurisdiction of the Commercial Chamber of the METZ Court of Law, even in the case of more than one defendant and / or the introduction of third parties.

The jurisdiction to which the dispute is submitted shall apply the rules of French law.

These provisions apply to summary judgements (*référé*) and / or incidental claims, whatever method of payment NIMESIS and the Client have agreed upon, and regardless of any jurisdiction clause that might be mentioned, if any, in the general terms and conditions and/or any other legal documents issued by the Client. The French language is the official language of any sale made under these general terms and conditions of sale, which shall prevail in the event of a dispute.
