GENERAL PURCHASING CONDITIONS
VitalScientific

I. General

1. The General Purchasing Conditions (hereafter the "GPC") of VitalScientific (hereinafter referred to as the "Buyer") apply to all orders for physical and intangible products (hereinafter referred to as the "Products") and/or services (hereinafter referred to as the "Services") (collectively referred to as the "Goods") placed with the supplier (hereinafter referred to as the "Supplier") and entail the Supplier's unreserved acceptance of and complete adherence to the GPC.

2. These GPC take precedence over any other document between the parties, except in the event of an amendment or any special terms and conditions agreed by the parties. Acceptance of these terms entails the Supplier's waiver of its own terms and conditions of sale. All other documents, such as catalogues, prospectuses, advertisements and notices, are for information purposes only and are non-contractual.

II. Orders

1. The term "Order" is understood to mean any purchase order relating to the Supplier's Products and/or Services and accepted by the Buyer.

2. The Order is deemed to have been accepted by the Supplier on the receipt, confirmation or performance of the Order by the Supplier, and is irrevocable, except in the event of written acceptance by the Buyer. The Supplier must either acknowledge receipt of the order or confirm it in writing (including by fax or e-mail) within five (5) working days. Failing this, the Buyer can cancel its Order free of charge.

3. The Buyer is entitled to modify the terms of the Order or to cancel all or part of it within a period of ten (10) working days from the date Supplier received the initial Order. The Supplier shall be released from the deadlines agreed in the initial Order if the Buyer modifies the Order.

4. The Supplier is not authorized to change the terms of the Order without the Buyer's prior written consent. Delivery of any goods or performance of any services under the Order constitutes the Supplier's full and unconditional acceptance of all terms and conditions stated in the Order. Any conflicting or additional terms proposed by the Supplier are expressly rejected, unless the Supplier receives a new Order from the Buyer before delivery.

5. All Orders placed by the Buyer are strictly confidential. The Supplier shall not disclose the Buyer's orders to third parties or to make them public. All correspondence and invoices shall mention the Buyer's order number and date.

III. Deliveries

1. The delivery date shown on the Order by the Supplier is binding. The Supplier shall inform the Buyer of any delay that occurs when the Order is being performed by any means (including fax or e-mail), indicating the length of the delay and its impact on delivery.

2. The Buyer may apply late delivery penalties equal to one (1) % of the value of the Order per working day of delay, without giving prior notice. If delivery is delayed by more than thirty (30) working days, the Supplier shall bear all the consequences of such delay, without prejudice to the Buyer's right to cancel the Order concerned.

3. Each delivery or part of delivery must be accompanied by a complete consignment slip bearing the Buyer's Order number, code number or drawing number and also the quantity of goods to be delivered.

4. Regular freight slips must always bear the Buyer's Order number and date of Order. On the day on which Goods are dispatched, the Supplier must likewise send the Buyer a notification bearing all required numbers.

5. The Buyer reserves the right not to accept Goods if they are received without the proper letter of notification and/or invoice. In this case, the Buyer may return the goods at the Supplier's expense or store these Goods at the place of arrival at the expense of the Supplier, until the fault is remedied.

6. The Goods are delivered in accordance with the "DDP" (Delivered Duty Paid) CCI incoterm, 2020. at our premises in the Netherlands, unless agreed otherwise in writing by the Buyer. DDP shall be construed in accordance with the Incoterms as valid at the time of delivery.

7. The Supplier shall send an invoice for each delivery. The following information must be provided on each invoice:
   1. The total value including any packaging costs;
   2. The definitive delivery date;
   3. The Buyer's reference numbers and date of Order;
   4. The country of origin;
   5. Also, in case of goods coming from other EC States: the VAT numbers of the Supplier and the Buyer and the statistical number of the Goods.

8. The Supplier shall respect the applicable legal and regulatory obligations related to packing the Products. The Supplier's delivery note shall indicate whether specific packaging and/or storage conditions are required to preserve the Products delivered. The packing chosen must provide effective and adequate protection in order to preserve the quality and safety of all the Goods until they reach the delivery destination.

IV. Prices

Prices fixed in accordance with the agreed prices and in line with Buyer's Order, in force on the date the Order is placed. Prices are always exclusive of tax, calculated net, without discount, including packing, and payable according to payment conditions stated on the Order, counted from the date when goods or services were received. Prices cannot be increased unless this has been confirmed by a new Order from the Buyer. Any agreed price change will only apply from the date mutually agreed upon.

V. Payment and invoicing methods

1. Unless otherwise specified on the purchase order, invoices are paid within sixty (60) days of the end of the month in which the invoice is received by the Buyer, by bank transfer to the Supplier's account.

2. All invoices must state the order number concerned and all relevant information required by law. The Buyer will not pay any invoice for Goods until it has received all supporting documents.

VI. Acceptance and rejection

1. Neither receipt of nor payment for the Goods shall imply acceptance. Acceptance is performed at the place specified on the order form. All Goods shall be deemed to be accepted by the Buyer once their quantitative and qualitative conformity with the terms of the Order has been verified. The Buyer will not accept partial deliveries, unless otherwise agreed in writing.

2. If all or part of an Order is found not to conform, or if visible defects are identified, the Buyer will inform the Supplier of its refusal of the Good(s) concerned. In this case, the Supplier agrees to collect the disputed Good(s) at its own expense, and risks without any charge or indemnification from the Buyer, within eight (5) working days of the date that the notification of refusal is sent to it by any means.

3. In the event that the Buyer refuses to accept the Goods, it shall inform the Supplier of the choice made (the replacement, return or reimbursement of the disputed Goods). The replacement of Goods entails the payment by the Supplier of all the associated costs generated by the replacement, and without prejudice to the application of late delivery penalties. The return of Goods by the Supplier includes all dismantling and transport costs, which are at the Supplier's exclusive expense.

VII. Contractual warranty

1. The supplier warrants the goods for a minimum period of twelve (12) months as of the date of delivery. The Supplier warrants that the Goods delivered conform to the description and specifications agreed upon, and comply (when applicable) with current requirements of the REACH Regulation and the RoHS Directive (including amendments) for the above mentioned period. The goods shall be in conformity with the agreement between supplier and us and shall be free from design and construction defects, faulty materials and faulty workmanship. The supplier shall be bound upon our first notification, either to replace the goods supplied or to proceed to full repair of these goods. The contractual warranty covers the repair of the Product or the correction of the defect affecting the Service to ensure that it functions properly and complies with the required specifications.

13 rue Auguste Mottin ● Zone Industrielle ● 61500 Sées ● France
Société par Actions Simplifiée au capital de 5.663.754,36 € - SIREN : 318 365 228 - RCS Alençon

2. If, any non-conformity with the agreement, design or construction defect, faults in materials or workmanship are observed, unless these would be the result of normal wear and tear or injudicious use. In case supplier fails to perform these obligations, we shall have the right, at the supplier's risk and expense, to do or have done by a third party whatever may be necessary.

3. The supplier shall hold harmless and indemnify the Buyer for any claims of third parties resulting from defects in the delivered goods.

VIII. Liability

The Supplier shall be liable for all damage which may occur to or through the Goods supplied as a consequence of faults or defects in the Goods supplied, such according to the above-mentioned guarantee and also according to the rules of the French Civil Law. The liability shall cover, inter alia, damage resulting from delay in delivery, damage to goods belonging to third parties, loss of profits, damage in connection with product liability and other indirect damage, which may be suffered by us or by third parties. The supplier shall hold the Buyer harmless and indemnify it for liabilities against third parties.

IX. Passing of title and risk

The title and the risk shall pass as soon as the Goods are delivered and received by the Buyer, evidenced by a signed notification of receipt. In the event of rejection, title and risk of the rejected Goods shall remain with the Supplier from the date the rejection notification or return Order is sent to the Supplier.

X. Goods handed over or submitted to Supplier

All goods handed over or submitted to the Supplier for the execution of an Order shall, under all circumstances, remain the Buyer's property. Damage to Goods handed over or submitted by the Buyer shall be charged to the Supplier.

XI. Insurance

The Supplier warrants that its professional civil liability is insured with a reputedly solvent company which, in particular, covers the material and consequential loss and the bodily injury that may occur when the Order is being performed. The Supplier undertakes to continue this coverage for the entire period of the contractual relationship, and to provide the Buyer with the appropriate documentary proof on its first request.

XII. Drawings, tools and moulds

1. All drawings, tools and suchlike handed over or submitted shall remain the property of the Buyer and must be returned to the Buyer by the Supplier upon request.

2. Such drawings, tools, and molds, as well as any tools and molds produced based on the Supplier's drawings and specifications, shall not be used by the Supplier or made available to third parties for any purpose other than the execution of the order for the Buyer, unless prior express written permission has been granted by the Buyer.

XIII. Termination

The Buyer can terminate any Order either totally or partly, without any legal formality and without prejudice to any damages it may be entitled to claim, if the Supplier breaches any of its obligations under these terms and conditions and fails to remedy the breach within ten (10) working days of receiving a recorded delivery letter with acknowledgement of receipt. The Supplier is not authorized to terminate an Order for reasons of convenience.

XIV. Confidentiality

All documents and information (including notably sales and financial terms and conditions) which are disclosed by each party in connection to the performance of the Order remain confidential and cannot be disclosed to third parties for any reason whatsoever. They remain the property of the disclosing party and must be returned to the disclosing party on first request. Each party shall take the necessary measures in relation to its personnel in order to ensure that the provisions of this article are respected during the whole period of the performance of the Order as well as for three (3) years following the expiry or termination of the contractual dealings.

XV. Intellectual and Industrial Property Rights

The Supplier states that its Goods do not infringe third-party rights and that it holds the intellectual and industrial property rights over them. Consequently, if a third party brings an action concerning a potential or proven infringement of its intellectual property rights, the Supplier shall be liable for all claims, judgment awards and claims for damages which could be brought against it or the Buyer. The Buyer shall not take any action without the Supplier's previous agreement. The Buyer will not take any action without informing the Supplier beforehand. Any use or reference to the "VitalScientific" trademark by the Supplier, in any way whatsoever, or of any other trademark belonging to it, must be the subject of a prior written agreement by it.

XVI. Miscellaneous provisions

1. Assignment. The Buyer reserves the right to assign all or part of an Order, as well as the rights and obligations attached thereto, to a third party, subject to giving the Supplier prior notice of this. The Supplier is not permitted to assign all or part of its obligations to a third party without the Buyer's prior written agreement.
2. Sub-contracting. The Supplier is not authorized to subcontract all or part of its obligations to a third party without the Buyer's prior written agreement. If authorization is granted by the Buyer, the Supplier undertakes to ensure that its approved subcontractors comply with these GPC.
3. Interpretation. In the event of doubt concerning the interpretation of a clause, or in the absence of any indication enabling the scope of the Supplier's obligations to be determined, the Buyer acknowledges that the Supplier's obligations are to be understood as obligations of result.
4. Non-waiver. Any tolerance or waiver by one of the parties, in connection with the application of all or part of the undertakings stipulated in the GPC, shall not be construed as a modification to them, or create any right whatsoever, regardless of their frequency or duration.
5. Partial validity. The possible cancellation of any of the clauses or paragraphs appearing in the GPC or in any other contractual document, in particular by a court judgment shall not affect the other provisions which shall continue to be fully and entirely effective.

XVII. Applicable law and dispute settlement

The French law shall apply to the agreement and any subsequent agreements. If an amicable solution has not been reached within a thirty (30) days period, any and all disputes arising from the agreement or the application of these GPC, shall be settled by the Commercial Court of Alençon, even in the event of third-party notices or multiple defendants.