

General Terms and Conditions of Sale

1. Scope and Introduction

The following parties are hereinafter referred to as follows:

- The 'Company', AdHoc Medical, a limited liability company, BE0894.765.018, located at Rue du Tillet 51, 4800 Verviers
- The 'Customer', any natural or legal person making a request of the Company

These General Terms and Conditions of Sale apply to all contracts concluded between the Company and its Customers.

These terms and conditions exist within a Business to Business (B2B) context, within a scope that is medical, paramedical or which concerns routine business.

The Company is responsible for, among other things, the distribution, selling and provision of equipment, including medical equipment (hereinafter referred to as products, equipment, merchandise, Medical Devices, accessories and/or consumables). The Company is also involved in technical consulting for the use of Medical Devices for medical purposes, commercial strategy and/or marketing.

The present general terms and conditions of sale apply to all orders placed by the Customer with the Company and to all of our sales contracts of which they are an integral part, including any service delivery, consultation, leasing, provisioning and/or technical assistance. In the absence of evidence to the contrary, the Customer acknowledges receiving a copy of these general terms and conditions of sale, which are published and can be consulted on our website. As a result, the fact of placing an order implies that the Customer fully and unreservedly accepts the present terms and conditions, to the exclusion of any other document transmitted by the Customer. These general terms and conditions of sale exclude, unless formally and specifically accepted by the Company in writing, any of the Customer's own general and particular terms and conditions of purchase, at whatever time they may have been brought to the attention of the Company. No exemption from these general terms and conditions of sale shall be granted without written confirmation from the Company.

2. Information – Offers – Prices

The equipment illustrated on our website is for illustration purposes only. It may not be used to indicate a difference (in appearance or technical) between the equipment ordered and the equipment received. All catalogues, brochures, technical drawings, estimates or any other document supplied by the Company remain its own property. They may not be copied or

communicated to a third party without the Company's authorisation.

The Customer remains entirely responsible for all information communicated to the Company pertaining to the Customer's personnel and/or third parties.

Unless otherwise indicated, our prices are given in euros (EUR, €), exclusive of value-added tax (excl. VAT).

Unless otherwise indicated, our prices are valid for one month (30 calendar days) starting from the date mentioned on them. The sale price is the price that is in effect on the day the order is made. Initial prices do not take into account processing fees of the order. Such fees will be billed on top of the sale price – once the order has been definitively validated. The invoice will be addressed to the Customer and will thus include the price of the products as well as any applicable processing fees for the order.

The prices indicated are guaranteed until the date indicated, subject to available stock and excluding major changes in expenses, particularly VAT, and excluding errors and omissions. All prices where the most recent offer dates to over a year are to be considered as obsolete.

The Company reserves the right, which the Customer accepts, to change its prices at any moment, but the products will be invoiced on the basis of the prices in effect when an order has been confirmed, subject nonetheless to the availability of said products.

When delivery times are indicated by the Company on the pricing, they take effect as of the date the order is received and are furnished merely as indicative. When the Customer places an order, this delivery time may be subject to modification.

The offer is valid while supplies last and may be changed or withdrawn at any moment by the Company, which cannot be held responsible for the unavailability of a product. The Customer is informed as soon as possible and, if need be, is reimbursed for any money already spent.

3. Order:

The Customer can place an order at the following email address: [order\(at\)adhocmedical.com](mailto:order(at)adhocmedical.com)

By placing an order, the Customer accepts the present terms and conditions and acknowledges that he/she knows how to use the medical device, equipment or merchandise ordered. The Customer pledges to use the equipment sold by the Company as indicated by the manufacturer and with our related compatible accessories. The Company reserves the right to not fulfil the order in the event of an out-of-date price. Any order placed by the Customer will only be accepted by the Company by the actual delivery of the merchandise or the provision of the desired service.

An order summary will be provided by the Company when the Products are delivered, at the latest. This confirmation, or delivery slip, recapitulates all of the elements that make up the contract between the parties and constitutes proof of purchase between the parties. It also constitutes proof of the price and availability of the articles, promotions and shipping fees. The invoice addressed to the Customer upon delivery of the product or service will thus include the price of the product or service, as well as processing fees for the order, and, if necessary, any payment fees, import-export fees, customs duties and shipping fees.

Certain merchandise is delivered with instruction manuals or user's guides. If this is not the case, the Customer may not use this fact to cancel the order, return the merchandise or not pay the invoice for the merchandise in question. Instruction manuals are written by the producer (manufacturer) and may be written in one of the national languages or in English, a language commonly used in a B2B context. If there is a simplified instruction manual or if training on the use of the equipment is provided, that does not exempt the Customer from reading and understanding the official instruction manual. The manufacturer's official instruction manual takes precedence over any other user guide.

4. Delivery time, delivery and installation:

Unless otherwise specified, the delivery date indicated on our delivery slip and on the invoice generally corresponds, in the event of delivery by carrier, to the date the invoiced merchandise is shipped.

Merchandise is sold depending on the availability and sufficiency of supplies. The Company has the right to make partial deliveries and cannot be held responsible for failed deliveries. The Customer alone is responsible for the management of their own stock.

The delivery time indicated is indicative and will be respected as far as is possible. The Customer acknowledges and accepts that the delivery time is not an essential condition, such that a delay does not give rise to the cancelling or termination of the contract, nor to any compensation.

We speak of 'Day 0' when the merchandise is shipped on the same day as the order is placed and 'Day + 1' when the order is shipped on the working day following the day on which the order is placed. The day an order is placed is considered to be a working day for any order if the order is received before 2:00 pm at the following email address: [order\(at\)adhocmedical.com](mailto:order(at)adhocmedical.com).

Delivery will be ex works. However, for certain items, merchandise referred to as 'consumables' or 'accessories', the Company arranges for free delivery in BENELUX countries starting at €250 excl. VAT for merchandise from within the EU and €50 delivery for all orders above €1000

excl. VAT for merchandise originating outside of the EU. It is also possible that certain customs duties will be applicable depending on the origin of the merchandise.

The Company reserves the right to choose the courier with which it works.

When an urgent express delivery is requested, a financial contribution corresponding to the cost of express and priority shipping may be invoiced to the Customer by the Company.

When the contract concerns the installation of equipment sold by the Company and/or is planned for in the offer of the project and/or action is required by the Company, the Customer will make available to the Company all information necessary for the Company to carry out the required activity, as well as all necessary equipment, including, but not limited to, adequate premises with the ability to communicate with external networks (mobile telephony networks and standard data networks).

5. Complaints

Any shipping and/or return of merchandise must be requested in writing by the Customer and must be the subject of prior agreement by the Company. The Customer is responsible for all costs and risks involved in the return, unless stipulated otherwise, in writing, by the Company.

All packages are shipped closed, with tape over the logo of the Company, allowing the Customer to determine if the package was opened during shipping.

The Customer pledges to immediately examine the products as of delivery at the Customer's own costs and to verify that the quality and quantity correspond to what was agreed upon, notably in terms of serial number or batch number, reference number, description, as well as the validity of the sterilisation of sterile merchandise, if need be.

Customer complaints pertaining to delivered products or to invoices should be immediately brought to the attention of the Company by writing, at the latest 3 working days as of delivery, the receipt of the product or the performance of the service. The Customer should help the Company to fix any defect and should, in particular, make available all information and documents necessary to this end. The complaint should be as well documented as possible and be accompanied with a clear description of the defect in order to be admissible. Thereafter, the product is deemed to have been accepted without reservations. The use of products by the Customer implies the Customer's irrevocable acceptance.

In the event of a delivery error and the exchange or retrieval of the item(s), the Company commits to crediting the Customer and to rebill once the proper delivery of said order has been made. In any case, the Customer remains liable for payment for equipment delivered.

6. Billing, terms of payment, transfer of risk and retention of ownership

The Company bills on the day the work is carried out or the merchandise is shipped.

Unless otherwise stipulated in writing, the generally accepted terms of payment are either pre-payment or a period of one month (30 calendar days) starting from the date of the invoice. The total amount is to be paid to our bank account indicated on our invoice.

The products remain the exclusive property of the Company until complete payment has been made (including any applicable late fees and/or other compensation owed) by the Customer. The Customer pledges, if necessary, to inform third parties about the retention of ownership. This retention of ownership clause also applies in the event of bankruptcy, judicial reorganisation or any other form of insolvency.

The risk of loss or damage of the products is transferred to the Customer as soon as the courier takes possession of the products (ex works).

Risk is transferred to the Customer once products are delivered to the courier. The Customer is responsible for all costs and risks connected to the delivery of the product.

The Customer remains fully responsible to the Company for the equipment delivered from the Company until complete payment has been made. This measure does not preclude the transfer to the Customer of various risks, including the risks of loss, theft or deterioration of products. The Customer is responsible for products sold under retention of ownership and of insuring them at its own cost for as long as the price has not been fully paid to the Company. If payment has not been made on time, the Company has the right to take back possession of the merchandise at the Customer's expense. Until complete payment has been made on the merchandise, the Customer may not resell it, rent it, put it at the disposal of a third party and/or use it as collateral, without the prior written agreement of the Company. The Customer agrees to inform the Company of any seizure carried out by a third party of the sold merchandise before full payment of said merchandise has been made.

In the event of late payment, even partially, the Customer will owe to the Company, ipso jure and without prior formal notice, late penalties starting from the first day after which payment was due and continuing until full payment is made. These late penalties will be at interest rates calculated at the legally applicable interest rate for late payments on commercial transactions in conformity with the law of 2 August 2002 concerning the prevention of late payments in commercial transactions, and in conformity with directive 2000/35/CE of the European Parliament and of the Council from 29 June 2000.

Any invoice unpaid, even partially, on the date payment is due, is, moreover, charged, ipso jure and without prior formal notice, a lump sum payment equal to 10% of the unpaid sum in principal, interests and fees, with a minimum amount of 125 EUR.

In the event of judicial recovery of any invoice, the Customer, moreover, will be responsible for the payment of reasonable recovery fees, such as attorney fees, court costs, and internal management fees beyond the lump sum amount owed.

In any case, the Company reserves the right to refuse any order or any delivery in the event of:

- an existing legal dispute with the Customer
- total or partial non-payment of a previous order by the Customer
- refusal of banking organisations to authorise a bank transfer
- non-payment or partial payment of the order in question

In no case may the Company be held liable.

7. Provisioning, lending, renting

Equipment rented to or put at the disposal of the Customer remains the property of the Company but is under the full responsibility of the Customer. The Customer declares that they are entirely responsible to the Company for any material damage (hardware, software, including any data), loss, theft, and fire that could happen to the equipment placed at the disposal of the Customer.

The Company cannot in any way be held responsible for any failure of equipment made available to the Customer or for improper use. The Customer declares that they alone are responsible for its use and commit to guarantee the company against action that may be taken against it by a third party. By making use of the equipment, the Customer acknowledges that they know how to use it correctly.

No data belonging to the Customer or to a third party should remain in the computer memory of the equipment made available. Such data should be anonymous and will be considered not recoverable one week (7 calendar days) after having been taken back by the Company.

The Company cannot be held responsible for a delivery error of accessories or consumables.

8. Consulting assignment, technical support

The company proposes consulting missions, among other things, for the use of the equipment that it distributes. This technical support is ideally carried out conjointly with the Customer's departments or the departments concerned by the use of the equipment in question. The use of the

equipment, any interpretations drawn from its use, and any therapeutic application remain the sole responsibility of the Customer. The Company cannot be held responsible in any way.

In the event of unnecessary travel during a technical consulting assignment, the Company will invoice the Customer 30% of the agreed upon cost for travel and administrative expenses (generally labelled 'OSI' on our offers and invoices) and for any equipment that may have been used.

Loaned equipment may be placed at the disposal of the Customer during these technical assignments (cf. section 7).

9. Guarantee – Responsibility

In its role as distributor, the Company is an integral part of a system of quality surveillance and of traceability. The Company cannot in any case be held responsible for problems of quality, manufacturing or improper use of the medical device by the Customer. Moreover, the Customer, by placing an order, acknowledges an understanding of how to use the equipment and the merchandise ordered and takes full responsibility as to its use and/or effectiveness.

The guarantee covers any manufacturing fault on new merchandise sold and delivered by the Company. It is limited exclusively to the guarantee provided by the manufacturer of the equipment in question. The length of the guarantee is one year for the equipment and six months for accessories. The responsibility of the Company within the framework of the guarantee is limited, in any case and for any cause, to the amount guaranteed by the manufacturer, producer and/or supplier of the products to the Company. The Company provides no guarantee against latent defects of which the society does not and/or did not have knowledge.

The Company is only responsible for its own gross negligence, for its fraud and for its wilful misconduct, and that of its legal representatives or assistants. All other responsibility is excluded or limited to that which is authorised by law.

Similarly, the Company is not responsible for direct or indirect damages caused to the Customer or to third parties or to goods as a result of any visible or latent defects of the products (delivered, purchased, rented, loaned, made available, etc.) or other flaws if the products have been loaded, stored or used by the Customer or altered without the normal and/or specific conditions of use and of storage being respected.

To the extent permitted by law, the Company cannot be held responsible for indirect damages, such as damages resulting from flaws, financial damages or the loss of use, corporal damages, operating losses, production losses, or profit losses, the loss of data, loss of earnings, loss of use of

a right or property, deprivation of a service, and, more generally, any loss of an economic, commercial and/or financial nature.

The Company is also not responsible for damages in cases where the Customer could have foreseen or limited such damages by taking measures that could have been reasonably expected of the Customer.

In any case, within the limits authorised by law, the Company's responsibility is limited to the invoiced amount for the product in question.

10. Technical complaint, quality and contact point

The Customer pledges to inform the Company of any technical problem, incident or quasi-incident inherent in the use of a medical device that the Company supplied it with, according to the laws and edicts of the safety plan for medical devices. The Company should be informed in writing and without an excessive delay. This does not preclude any obligation the Customer may have in terms of alerting public authorities in compliance with the applicable regulations pertaining to medical devices.

In the event of a technical problem, incident or quasi-incident, the Customer pledges to document it as thoroughly as possible and to send this information to the Company via email at [info\(at\)adhocmedical.com](mailto:info(at)adhocmedical.com). The Company cannot be held responsible for a delay in responding that the Customer deems to be too lengthy. An email can never constitute priority contact for any problem that the Customer considers to be important or urgent. The Company is, in general, reachable from Monday to Friday, from 9:00 am to 5:00 pm. Contact points as well as the internal procedures of the Company in the event of technical problems can be supplied to the Customer upon request.

Merchandise having a technical problem for which a request for service or repair has been made should be cleaned, disinfected and, if necessary for sterilisable equipment, sterilised by the Customer before being sent, if they are or may be contaminated by pathogens or other potentially harmful substances. This merchandise should be correctly labelled and shipped to the delivery address indicated by the Company's customer service. The Company has the right to refuse to accept merchandise that has not been duly cleaned, disinfected or sterilised according to the directions of the manufacturer. Any resulting costs are to be borne by the Customer.

11. Termination

In the event of the unilateral cancellation or termination of any order by the Customer, the Customer shall pay to the Company, as compensation for this cancellation or termination, a sum equal to 30% of the value (excl. VAT) of the order price.

12. Force majeure

The Company is not responsible for cases of force majeure (that is, situations that are outside of its reasonable control). Such cases include natural catastrophes, pandemics or other health crises, riots, wars and military operations, natural or local emergencies or acts or omissions of government, economic disputes of any kind, the actions of employees, fires, telecommunications outages, bugs in third-party software, as well as any act or omission of any person or entity outside of the reasonable control of the Company (such as its own suppliers), strikes, labour shortages or labour rationing, a shortage or rationing of equipment, components, transportation or energy, delivery delays from suppliers or sub-contractors, the obligation to comply with new laws and/or regulations (valid or not), and embargoes. The obligations of the Company are suspended during the duration of the force majeure and its effects. If the force majeure is of a permanent nature, the agreement is automatically nullified with immediate effect.

13. Sub-contracting and transfer

The Company may freely sub-contract or transfer all or part of the rights and obligations stemming from the concluded sale or placed order to a third party without the prior written agreement of the Customer.

14. General remarks

Any ancillary agreements, arrangements, changes and/or additions are only valid if they are accepted in writing by the Company. The invalidity or non-applicability of one of the clauses of the present general terms and conditions does not affect the validity or applicability of the other clauses. If need be, the parties commit to replacing the invalid or non-applicable clause by a valid clause which is closest, from an economic or practical point of view, to the invalid or non-applicable clause.

The fact that the Company does not avail itself of the present general terms and conditions of sale at a given moment does not mean that the Company will not avail itself of them at a later date. Any communication or notification between the parties is valid if it is done by registered letter or by email sent to one of our email addresses, including the following: [info\(at\)adhocmedical.com](mailto:info(at)adhocmedical.com).

15. Privacy and the processing of personal data (GDPR)

The Purchaser's personal data is processed by the Company, which is responsible for processing, with the aim of the acceptance and processing of the Purchaser's order. The Customer can access this data at any time, and request its rectification, either by mail (to AdHoc Medical SRL BE0894.765.018, Rue du Tillet 51, 4800 Verviers – Belgium)

or by email to [info\(at\)adhocmedical.com](mailto:info(at)adhocmedical.com), accompanied with a photocopy (front and back) of his/her ID. Personal data concerning the Customer may be communicated to partners of the Company for the purposes of direct marketing. The Customer may, at any moment, oppose this communication of this data by writing a letter or email of the following type: 'I oppose the transfer of my personal data to third parties for the purposes of direct marketing.' If the Customer, at a later time, wishes to receive only our catalogues (i.e., no gift offers or price reductions) or to no longer receive any of our documents, the Customer may request this by email at the following address: [info\(at\)adhocmedical.com](mailto:info(at)adhocmedical.com). Further information concerning the protection of privacy with respect to the processing of personal data may be obtained from the Belgian Data Protection Authority, rue de la presse 35, 1000 Brussels, B-1000 Brussels, [contact\(at\)apd-gba.be](mailto:contact(at)apd-gba.be).

Personal information: It is necessary for the Customer to provide personal information within the framework of distance selling, as this information is essential for the processing of the delivery of orders as well as for the drawing up of invoices. This information is strictly confidential. Failure to provide such information implies the automatic rejection of the order. In compliance with the European Union's General Data Protection Regulation (n°2016/679) and the framework law of 30 July 2018 pertaining to the protection of individuals with regard to the processing of personal data, the processing of personal information collected on the Site is subject to a declaration to the Data Protection Authority. The User has the right to access, change, rectify and delete data concerning him/her.

16. Cookies

The website relies on the use of cookies. A cookie is a data file that is stored on the hard disk of the user. Its purpose is to indicate a previous visit of the user to the website. Cookies are, moreover, used by the Company with the aim of personalising the service offered to the Customer.

The Customer has the possibility of refusing cookies by configuring his/her web browser. By doing so, the Customer loses the possibility of personalising the service delivered to him/her by the Company via the website.

17. Web Beacons

Some of the website's pages may sometimes contain electronic images, or web beacons, which make it possible to count the number of visitors to a page. These web beacons can be used with some of our partners, notably with the aim of measuring and improving the effectiveness of certain advertisements. The information obtained from these beacons simply makes it possible to gather statistics on the visits to certain pages on the website, and this is done to best serve the Customers of the Company's website.

18. Applicable law and jurisdiction

The present general terms and conditions are governed by Belgian law, even in the case of the introduction of third parties.

Any legal action pertaining to the formation, execution or interpretation of these general terms and conditions of sale, as well as all other agreements to which they apply, and which cannot be resolved amicably, is under the exclusive jurisdiction of the district of Liège – Verviers division.