

GENERAL TERMS

1. DEFINITIONS

“Acceptance” means any acceptance of the Offer, whether written or verbal, on the part of the Customer within the Validity Period, possibly after negotiations and/or modifications of the Offer.

“Confidential Information” means data and information concerning the organisation, shareholding, financial situation, know-how, trade secrets, intellectual property, strategy, research and development activities of the Parties or that relate to the Contract to the extent that such data and information are not publicly known or freely accessible to the public.

“Contract” means the contract between MDS and the Customer in which the Equipment and/or Services provided by MDS are described, as well as the conditions for the performance of the Services. In the absence of a specific document, the Contract consists of the General Terms and the Special Terms.

“Customer” refers to the party who, within the framework of a Contract between itself and MDS, orders Equipment and/or Services.

“Days” means calendar days.

“Equipment” means the equipment and material(s) sold by MDS to the Customer under the Contract, such as ethylene oxide or steam sterilizers.

“FAT” (Factory Acceptance Tests) means the acceptance tests carried out in the factory.

“General Terms” refers to these general terms.

“Information” means all information, plans and data concerning the Contract and/or useful for its fulfilment, as well as all information, plans and data that a normally conscientious Customer, placed in similar circumstances, would convey to MDS.

“IQ” (Installation Qualification) means the qualification of the installation.

“MDS” refers to the company M D S MEDICAL DEVICES STERILIZERS, a simplified joint stock company (Société par Actions Simplifiée) with capital of €150,000, listed with

the BEAUVAIS RCS under the number 539 895 995, the registered office of which is located at ZA DE TREIGNY, Lieu-dit “Les Vignes” in IVRY-LE-TEMPLE (60173) represented by its President.

“Offer” refers to the document issued by MDS and containing a response to the Customer's Price Request, that defines the Price or/and its determination method for the requested Equipment and/or Services, as well as, where applicable, the Special Terms.

“Offer Validity Period” means the period during which MDS is bound by the Offer conveyed by it to the Customer, without any modification and/or addition whatsoever being made to it: unless otherwise specified in the Offer, this period is sixty (60) days from the Offer issue date.

“OQ” (Operational Qualification) means the operational qualification.

“Party(ies)” means MDS and/or the Customer.

“PQ” (Performance Qualification) means the performance qualification.

“Price” means the remuneration agreed between MDS and the Customer under the Contract.

“Request for Quotation” means any verbal or written request from the Customer including the description of the Equipment and/or Services requested and/or the request for the submission of an Offer.

“Services” refers to the services provided by MDS to the Customer as listed and described in the Contract: these may include validation/qualification, installation, commissioning and/or maintenance services.

“Special Terms” means the conditions that modify or supplement the General Terms: they may notably take the form of an Offer accepted by the Customer.

In the event of a discrepancy between the General Terms and the Special Terms, the latter will prevail over the former.

“Specifications” means the precise and sufficiently detailed description of the Equipment and Services on the basis of which MDS has prepared the Offer.

“SQ” (Software Qualification) means the validation of the software program developed by MDS.

2. SCOPE OF THE GENERAL TERMS

The Customer declares that it accepts the Contract without reservation and that it has read, understood and accepted it.

These General Terms will apply to any sale of Equipment and to any provision of Services between MDS and the Customer and will prevail over any contrary stipulations that may notably appear in documents issued by the Customer (purchase orders, general terms of purchase or any other document), regardless of when these were brought to the attention of MDS.

3. ENTRY INTO FORCE OF THE CONTRACT

The Contract comes into force:

- Either by the signature of a specific contract between the Parties;
- Either by the acceptance, during the Validity Period, of the MDS Offer by the Customer.

Should the Offer have been accepted verbally, because the written document materializing the Contract between the Parties has not yet been signed or received, but MDS has already begun its execution at the Customer's request, the Contract is considered as having been formed in application of these General Terms.

The Customer's acceptance of the Offer implies acceptance of the General Terms.

4. DELAYS

The delivery time for the Equipment sold and/or the performance of the Services is only an estimate: unless formally agreed otherwise, its non-observance by MDS may not give rise to the payment of compensation to the Customer or to termination of the Contract.

Should the Parties have formally agreed in the Special Terms on strict compliance with deadlines and a penalty for late delivery of the Equipment and/or Services, the total amount of any penalties that may apply is limited, in the absence of a lower ceiling indicated in the Special Terms, to five

percent (5%) of the price of the Equipment and/or Services delivered late.

In any event, the said Penalties constitute full discharge and shall be exclusive of any other indemnities and compensation for late delivery.

5. INFORMATION

Prior to the delivery of the Equipment and/or the performance of the Services, the Customer will provide MDS with the Information necessary for MDS to properly carry out its contractual obligations.

MDS will assume that the Information provided by the Customer is complete, accurate and reliable: the Customer remains exclusively responsible for the accuracy, exhaustiveness and reliability thereof, including in the event that MDS has verified it.

All costs arising from late, missing or incomplete Information, including any penalties and compensation that may be owed by MDS, will always be borne by the Customer, that will fully guarantee MDS for said costs.

Any specific internal technical procedures and standards of the Customer and/or standards specific to its activity may only be taken into consideration if they have been brought to the attention of MDS prior to the conclusion of the Contract and if MDS has accepted them.

MDS guarantees that the Equipment will have the functionality and performance substantially in accordance with the specifications described in the Commercial Offer.

6. TERMS OF PAYMENT

The price(s) of the Equipment and/or the Services are indicated in the Contract: all prices are expressed exclusive of tax and duties, notably customs duties.

Unless otherwise stipulated in the Special Terms, no discount is granted.

The price of the Equipment and/or Services is invoiced according to the provisions mentioned in the Special Terms.

Unless otherwise stated in the Special Terms, invoices must be paid within seven (7) Days of receipt.

The Customer consents to these invoices being sent to it by electronic means, at the discretion of MDS.

The interest rate for late penalties payable on the day following the payment deadline will be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

Any Customer in a situation of late payment will automatically be liable to MDS for a lump-sum indemnity for collection costs in the amount of forty euros (€40).

The payment of this indemnity does not deprive MDS of the right to obtain payment of an indemnity covering all of the fees and costs incurred by it as a result of the late payment if these exceed forty euros (€40).

In the event of late payment of any kind, MDS may, if it sees fit, ten (10) Days after a RLAR containing a formal notice that has remained unanswered during this period, (i) notify the Customer of the termination of the Contract to which the late payment relates, and/or (ii) suspend the delivery of Equipment and/or the supply of all or part of the Services and any related activity until full payment of the sums owed to it, including default interest.

MDS will not incur any liability for the Contract termination and/or the suspension of the Services decided upon in such circumstances.

Notwithstanding any other provision, all sums payable to MDS pursuant to the Contract will become immediately due and payable in case of Contract termination for any reason whatsoever, without prejudice to the right of MDS to claim compensation for the damages suffered as a result of any contractual breaches by the Customer and/or the termination itself.

7. INTELLECTUAL PROPERTY

Each of the Parties retains ownership of the intellectual property belonging to it on the Contract signing date and of any generated by it after the Contract comes into force.

The Customer will notably refrain from claiming any intellectual property right on the

Equipment sold even if the Equipment has been designed and/or manufactured according to its expressed constraints and/or specific needs.

All intellectual property rights relating to the Equipment, plans, drawings, techniques and improvements (whether patented or not) used, made or designed by MDS or its representatives and employees, in connection with the Contract, are and will remain the property of MDS: the Customer undertakes not to use them on its own behalf, nor to disclose them or use them on behalf of any other person.

8. DELIVERY – INSTALLATION

8.1. Delivery

Unless otherwise specified in the Special Terms, the Equipment is delivered to the premises designated by the Customer.

8.2. Installation

When the Contract formally provides for it, MDS will install the Equipment on the Customer's premises.

For MDS, installation involves performing the tests, adjustments, qualifications (IQ, OQ and SQ) and calibrations indicated in the Special Terms, and the commissioning of the Equipment.

Except in the case of gross negligence, MDS will not be liable for any damage possibly caused to the Customer's goods and products during the phases of testing, development, calibration and qualification of the Equipment.

Unless otherwise stipulated in the Special Terms, the Customer will bear the travel and accommodation expenses of MDS teams when they travel to the Equipment installation site.

Unless formally mentioned in the Special Terms, MDS will not look after the following tasks:

- Handling and positioning of the Equipment on the Customer's premises,
- Installation, according to the specifications communicated by MDS, of the cable trays, piping, ducts and conduits necessary for the Equipment installation,

- Preparatory movable and immovable works necessary for the Equipment installation (for example: manufacture of the pre-conditioning and desorption chambers according to specifications provided by MDS, installation of fluid inlet and outlet points in accordance with MDS specifications).

These tasks must be performed by the Customer in accordance with the applicable standards, trade practices and the regulations communicated by MDS to the Customer prior to installation.

It is the sole responsibility of the Customer:

- To ensure that installation of the Equipment on the premises is not prohibited by any standard, health or safety rule,
- To ensure that the characteristics of the premises will support the Equipment installation, particularly in view of the weight and dimensions thereof.
- To arrange the premises so that, where necessary, they are supplied with water, electricity and heating and have satisfactory drainage systems for fluids (water, gas),
- To obtain all necessary permits, licences and authorisations for the performance of the preparatory work and the Equipment installation.
- To arrange all necessary insurance within the framework of the completion of the works prior to installation, of the installation itself, of the commissioning and use of the Equipment.
- To ensure the safety and health of its employees and third parties during the installation, commissioning and use of the Equipment.

If, due to the Customer's failure to comply with the provisions of this article, the start or performance of the installation operations is delayed for more than thirty (30) days, the installation will be deemed, for the purposes of the Contract, to be completed to the Customer's satisfaction at the end of these thirty (30) days and MDS will be released from any obligation and discharged from any liability with respect to the Equipment installation.

In addition, the Customer will compensate MDS for any damage that the latter may suffer as a result of a breach by the Customer of its obligations under this article.

9. WASTE REMOVAL AND TREATMENT

MDS will comply with the mandatory legislative and regulatory provisions relating to the collection and treatment of waste.

Only in those cases in which it is required to do so by the applicable regulations, MDS will bear the costs for the collection and treatment of waste from Equipment that has reached the end of its life.

MDS may then involve a third party.

In other cases, the collection and treatment of waste related to the delivery, operation and disposal of the Equipment will be borne by the Customer, that will bear the associated costs.

10. EQUIPMENT GUARANTEE

10.1. Guarantee against hidden defects

MDS is liable to the Customer under the guarantee against hidden defects in the Equipment that render it unfit for the use for which the Customer intended it, or that so diminish this use that the Customer would not have acquired it, or would have paid a lower price for it, if it had known about them.

The parties agree to limit the MDS guarantee to the return of the Equipment Sale Price, to the exclusion of all other damages.

Subject to mandatory legal provisions, the action resulting from the guarantee for hidden defects must in any case be brought within one year of the discovery of the defect.

10.2 Guarantee of proper functioning of the Equipment

10.2.1 Guarantee period

Unless stated otherwise in the Special Terms, MDS undertakes for a period of sixty (60) months to remedy any defect affecting the vessel provided that this defect is not due to a case of force majeure and that it originates from a defect in design, material or construction.

Unless stated otherwise in the Special Terms, MDS undertakes for a period of

twelve (12) months to remedy any defect affecting the elements and components of the Equipment other than vessel, provided that such defect is not due to an event of force majeure and that it originates from a defect in design, material or construction.

The starting point of these guarantee periods will be the day of delivery.

10.2.2 Guarantee exclusion

This guarantee will notably not apply to any damage, malfunction or any deterioration resulting from:

- (i) Modifications, repairs and/or maintenance operations not performed by MDS,
- (ii) Materials or components supplied by the Customer or a third party,
- (iii) The Customer's failure to meet its obligations under the "Installation" section,
- (iv) Misuse or improper use of the Equipment or negligence by the Customer or a third party,
- (v) Usage for sterilization of a product for which the characteristics (notably microbial load) do not correspond to the specifications and processing capacity of the Equipment,
- (vi) Failure to maintain the Equipment or the premises in which it is located,
- (vii) Failure on the part of the Customer to perform the prescribed periodic tests and verifications (notably the regular metrological verifications recommended by MDS);
- (viii) Storage or use of the Equipment in an environment that does not comply with MDS requirements,
- (ix) A case of force majeure.
- (x) An accident affecting the Equipment or the premises in which it is located.
- (xi) External causes (flooding, oxidation, lightning, undervoltage, overvoltage, exposure to products or substances that could damage the Equipment)
- (xii) Normal wear and tear of the Equipment.
- (xiii) Resale, relocation and/or dismantling of all or part of the Equipment.

10.2.3 Guarantee claims and scope

Under penalty of losing the benefit of the guarantee, the Customer must inspect the delivered Equipment within seven (7) days of its delivery.

It must notify MDS in writing of any defect in the operation of the Equipment within seven (7) days from the day on which the defect is

discovered or would have been discovered if it had made regular use of the Equipment and/or if it had been normally diligent.

Within the same time period, the Customer must provide MDS with all the elements justifying the reality of the reported defect.

During the guarantee period, if the reported defect is proven and falls within the scope of the guarantee provided by MDS, the latter will repair the Equipment and/or replace the parts affected by the reported defects: on its own, MDS will decide on the actions needed to remedy any malfunctions identified by it.

The guarantee covers the costs incurred by the replacement and/or repair of the defective elements insofar as the identified defects are covered by the guarantee.

Unless stated otherwise in the Special Terms, however, the Customer will bear the travel and accommodation expenses of MDS teams when they travel to the installation site of the Equipment.

MDS undertakes to remedy the malfunctions identified in accordance with trade practices, but grants no other guarantee in respect of the repair and/or replacement services provided by it in connection with the guarantee.

At its sole discretion, MDS may decide to replace the malfunctioning Equipment in its entirety rather than repair or replace certain parts thereof.

If it so decides, MDS may take back the replaced parts and/or replaced Equipment and will then be the sole owner thereof.

The Customer cannot claim any compensation for damages suffered by it as a result of the repair operations and/or the repairs themselves.

This applies notably to harm resulting from the unavailability of the Equipment until its repair or replacement.

The Customer undertakes, when repairs are to be carried out on its premises, to facilitate the work of the MDS teams and to allow MDS to carry out any investigations that it deems necessary.

11. **GUARANTEE ON COMPONENTS SOLD SEPARATELY**

Elements supplied by MDS outside of the Equipment sale (components, spare parts, wearing parts, consumables) are covered by a twelve (12) month guarantee in the sole event that they are affected by a defect in material or workmanship.

The starting point of this twelve (12) month guarantee period will be the shipment date of the defective element.

12. SERVICE GUARANTEE

MDS guarantees that it will implement the means needed to perform the Services in accordance with trade practices and the Contract provisions.

13. SOFTWARE

MDS provides the Customer with a personal, non-exclusive, non-transferable licence to use any software product that is included by MDS in the Equipment sold or that is delivered by MDS with the Equipment sold (the "Software").

This licence (the "Licence") is granted for the life of the Equipment and may only be used for the purpose of operating the Equipment that includes the Software or with which the Software has been delivered.

The Licence formally excludes any right to: (i) permanently or temporarily reproduce the Software, in whole or in part, by any means and in any form; (ii) translate, adapt, arrange or modify the Software (notably by decompiling it), export or merge it with other applications; (iii) sell, rent, sub-license or distribute the Software; (iv) commercially exploit the Software for a purpose other than the operation of the Equipment sold; (v) reverse engineer or attempt to reverse engineer it.

The Customer undertakes to comply with the requirements, procedures and rules communicated to it by MDS for the proper use of the Software.

In any event, MDS will no longer incur any liability related to the Software once the Customer or a third party not approved by MDS has intervened in any capacity whatsoever with regard to the Software.

The Customer undertakes to use the information concerning the Software made

available to it only for its own needs and for the sole purposes indicated in these General Terms.

This Licence is not intended to and will not have the effect of conferring on the Customer any intellectual property rights to the Software and/or its documentation, that will remain the full and exclusive property of MDS.

Any use of the Software outside the framework strictly defined herein, as well as any attempt to appropriate, copy, reproduce or imitate the Software, its documentation, structure, organisation and/or source codes, result in prosecution.

MDS guarantees the Customer's peaceful enjoyment of the Software, for its own purposes.

In this regard, MDS undertakes to defend the Customer at its own expense against any action for infringement of copyright or other intellectual property rights brought by a third party and relating to the Software, provided that the Customer has informed MDS immediately in writing of this action and that the alleged infringement is not the fault of the Customer.

MDS will have sole control over the way the action is conducted and will have full latitude to compromise or pursue any procedure of its choice. The Customer will provide all information, elements and assistance necessary for MDS to carry out its defence or to reach an amicable settlement.

If all or part of the Software is recognised by a final court decision as constituting an infringement or if MDS considers that it is likely that the Software will in whole or in part be considered to be infringing, MDS may, at its discretion, either provide the Customer with non-infringing software having the same functionalities, or obtain the right for the Customer to continue using and exploiting the said Software, or declare rescission of the sale of the Equipment in which the Software is included or with which the Software has been delivered.

14. LIMITATION OF LIABILITY AND REPAIR

Notwithstanding any contrary stipulation contained in the Contract, the liability of MDS in connection with the conclusion,

performance or termination of the Contract (including the aforementioned Licence) and/or of its purpose for any reason whatsoever (including actions based on an extra-contractual basis) will be limited to direct material damage only, to the exclusion of any indirect and/or immaterial damage and, notably, (i) any loss of income, turnover, profit, capital gain, operating profit, commercial image, reputation and/or clientele, (ii) any damage resulting from a third party action, (iii) commercial or economic harm and/or (iv) additional operating or production costs.

Notwithstanding any contrary stipulation contained in the Contract, the total cumulative liability possibly incurred by MDS in connection with the conclusion, execution or termination of the Contract and/or its purpose for any reason whatsoever (including actions based on an extra-contractual basis) may in no event exceed the lesser of the following amounts:

- The portion of the Price actually paid by the Customer to MDS for the Equipment or Service that caused the damage,
- One hundred thousand euros (€100,000).

It is formally stipulated that MDS will not be liable for damages resulting in whole or in part from any of the causes listed in (i) to (xiii) of Article 10.2.2 "Guarantee Exclusion" above.

Barring a shorter period imposed by law or the Contract, any Customer action against MDS relative to the Contract will be extinguished if the Customer has not taken legal action against MDS within one (1) year from the day on which the Customer knew or should have known the facts that would enable it to bring such action.

15. FORCE MAJEURE

MDS will not be liable to the Customer when an event beyond its control, that could not reasonably have been foreseen at the time the Contract's conclusion and the effects of which cannot be avoided by appropriate measures, prevents it from performing the Contract and/or the Services.

Consequently, MDS will not be liable to the Customer, nor will incur penalties, if the performance of the Contract is prevented or delayed due to a case of force majeure (notably: fire, natural disasters, nuclear accidents, epidemics, strikes, supply disruptions, acts of terrorism, interstate or

civil war, riots, public order disturbances, industrial action).

If the impediment does not exceed ninety (90) Days, performance of the MDS obligations will be suspended.

If the impediment exceeds ninety (90) Days, MDS and the Customer will meet in order to negotiate in good faith with the aim of reaching an agreement on the changes to be made to the Contract in order for its performance to continue.

Should these negotiations fail, either of the Parties may decide to immediately terminate the Contract.

The Customer may not claim a case of force majeure in order to avoid payment on the contractually agreed date of all sums due to MDS in application of the Contract.

16. RETENTION OF TITLE CLAUSE

MDS retains ownership of the Equipment sold until full payment of the Price, in principal and accessories, even if MDS has granted terms of payment to the Customer.

If the Customer is subject to safeguard, receivership or judicial liquidation proceedings, ownership of Equipment delivered and remaining, in whole or in part, unpaid may be claimed by MDS.

As the Equipment remains the property of MDS until full payment of its Price in principal and accessories, the Customer is prohibited, until full payment of this Price:

- from disposing of it for resale, incorporating it into another property or transforming it before this full payment.
- from pledging or assigning ownership of it as a security.

However, it is specified that the transfer of risks to the Customer takes place on the delivery date of the Equipment sold.

Consequently, the Customer undertakes, at its own expense, to have the Equipment insured for the benefit of MDS, by an ad hoc insurance policy, until the complete transfer of ownership and to justify this to the latter upon delivery.

Failing this, MDS will be entitled to delay delivery until such proof has been presented.

17. CONFIDENTIALITY

Unless otherwise provided by law, the Parties will keep confidential any Confidential Information that they receive from each other.

Except with the written agreement of the relevant Party, neither Party is authorised to use Confidential Information for purposes other than those for which it was obtained.

18. TRANSFER

In advance, the Customer authorises MDS (i) to transfer all or part of its contractual rights and obligations to a third party and (ii) to subcontract all or part of the Contract.

In the event of subcontracting, MDS remains jointly and severally liable with its subcontractor for the proper fulfilment of the Contract.

19. NON-WAIVER

The failure of a party to immediately exercise a right or prerogative that it holds under the Contract will not affect or limit its rights and prerogatives.

The waiver of the right to rely on any term or condition of the Contract will only be effective if in writing.

20. INDEPENDENCE OF THE CLAUSES

Should one of the Contract provisions be declared null and void in whole or in part, such nullity will in no way affect the validity of the other clauses.

If the invalid provision affects the very essence of the Contract, the Parties will endeavour to negotiate immediately and in good faith a provision to replace the invalid provision.

21. NON-SOLICITATION / NON-EMPLOYMENT

The Customer formally and irrevocably refrains from, directly or indirectly, notably through an intermediary or through a company or other entity, for the duration of the Contract and for twenty-four (24) months following its termination, soliciting with a view to hiring and/or engaging any MDS employee, whether as an employee, agent, service provider or corporate officer.

This prohibition will also apply when the employee's hiring does not follow a solicitation from the Customer.

Should the Customer not comply with this prohibition, it will immediately owe lump-sum compensation to MDS in an amount agreed on the Contract date at eighteen (18) times the average gross monthly remuneration received by the employee during the last three (3) months prior to the signing of this Contract.

22. DISPUTE RESOLUTION / APPLICABLE LAW

Any dispute relating to the conclusion, interpretation, performance or termination of the Contract will be settled by the Commercial Court with jurisdiction over the location of the MDS registered office.

The Contract is governed by French law: the Parties formally set aside the application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods.