



## GENERAL TERMS OF SALE

Rev. 2017- English version

### 1- General and scope

These general terms apply to all our customers except in cases of specific where agreements have been approved in writing by the management of EVOLUTIS. The customer acknowledges having read and accepts the present general conditions of sale. These general terms are deemed to be known to and accepted by the customer. Any order from the customer implies the acceptance of these general terms. Therefore, no contradictory provision can be applied by the customer except those which would have been formally and previously agreed in writing by EVOLUTIS.

Our company retains the right to refuse an order following financial analysis of the customer, prior offers being no binding and non-contractual.

Before any dispatch of products marked CE by EVOLUTIS, the signature of an undertaking to respect the quality requirements up to the care facility shall be required.

### 2- Prices

Except if specified otherwise or legally imposed modification, our prices are in Euros, before taxes, packed for transportation, ex-works (EXW, incoterms CCI edition 2010). Our products are provided at the price in force on the day of the order, and where applicable in the specific commercial proposal addressed to the customer. They do not include transportation, any customs fees and insurance that remain the responsibility of the customer. Our price offers are subject to an approval within a 3 months period.

### 3- Transport

Transport is made at the risks of the addressee, even in case of Franco. The products are insured only if specifically requested and at purchaser's costs. The latter must make comments upon receipt of the product in case of doubt of their condition at delivery.

Except in case of specific conditions, for the Metropolitan France and for any order above € 150, transportation costs are borne by EVOLUTIS. Collection of loan returns or consignment stock are at customers' costs.

### 4- Drafting of orders

We recommend that orders mention the name of the dispatcher, the quantities and references of items ordered, agreed prices and lead-time. When the delivery time exceeds 5 business days, an acknowledgment of receipt of the order confirming the contractual terms and provisions shall be transmitted to the customer.

The sales are perfect only after express and written acceptance of the customer's order by EVOLUTIS.

### 5- Partial deliveries

The preparation of orders is made within a period mentioned with the price offer. If this delivery time cannot be met for unforeseen reasons, EVOLUTIS must inform the customer as quickly as possible. EVOLUTIS cannot be held liable towards the customer in case of delayed suspension of the delivery imputable to the customer or in case of force majeure. In order to achieve the shortest possible delivery time, any and all items of a same order may be delivered partially except if instructed otherwise on the order form. The delivery will be made at the place designated by the customer in its order form by the delivery on the premises of EVOLUTIS to a carrier.

### 6- Products missing at the time of unpacking at our customers' premises

Our products are deemed received and agreed by the purchaser, ex works. We advise to carefully check the contents of parcels at reception. Should product be missing, you must inform us by phone at +33(0)4.77.60.79.99 or by fax at +33(0)4.77.60.79.90. In the absence of reservations expressly issued by the customer at the time of delivery, the products delivered by EVOLUTIS will be deemed to be in conformity in quantity and quality to the order.

Two days after receipt, claims relating to the contents of parcels can no longer be accepted.

EVOLUTIS shall replace, as soon as possible and at its own expense, the delivered products for which the lack of conformity has been duly proved by the customer.

### 7- Return of goods

Products sold cannot be returned nor exchanged. In certain circumstances, agreement about conditions of return may be reached before the return of goods.

Loan or consignment returns, where instruments have been damaged due to an improper use, and/or implants opened (opened wrapper film or boxes opened) shall be invoiced.

Maintenance of instruments purchased by the customer, accompanied by product reference and batch number will be undertaken at the customers cost following acceptance of a price quote by EVOLUTIS.

### 8- Terms of payment

a) Except if otherwise previously agreed by EVOLUTIS, invoices are to be paid at the registered office of EVOLUTIS.

b) Terms of payment are at 45 days end of the month, the payment of a partial delivery becomes normally due at the due date mentioned on the corresponding invoice and not when the balance of the order is delivered, except if agreed by us.

Any late payment triggers a modification of payment terms. Payment in advance shall then be requested for all subsequent orders without triggering the right for the customer to ask for a discount. Should the customer refuse deliveries will be interrupted, and a delivery (+ invoice) may be sent to the final customer for reasons of Public Health.

c) No discount shall be granted in case of advance payment, except in case of prior and written agreement of the Management of EVOLUTIS.

d) The breach of any due payment dates automatically triggers the immediate payment for the other non-matured invoices and the requirement to pay an interest equal to 3 times the legal interest rate in force at the time of issue of the invoice.

In addition to penalties for delay, EVOLUTIS reserves the right and without prior notice to claim to the customer, a lump sum indemnity for recovery costs in the amount of 40 euros. Besides, EVOLUTIS may suspend or cancel the delivery of outstanding orders from the customer, the fulfillment of its obligations, reduce or cancel any discounts granted to the customer by registered letter and/or require payment in advance of any new order.

Therefore, all the payables of EVOLUTIS shall be immediately due.

### e) EVOLUTIS reserve until the complete payment of the price the right of ownership over the products sold allowing EVOLUTIS to take possession of the said products.

Any advance paid by the customer will remain vested to EVOLUTIS as a lump sum indemnity, without prejudice to any other actions that it would be entitled to bring against

the customer. On the other hand, the risk of loss and deterioration will be transferred to the customer upon delivery of the products ordered.

The customer is obliged accordingly to ensure at his own expense the products ordered for the benefit of EVOLUTIS, by an 'ad hoc' insurance until the complete transfer of property and to justify to the latter at the time of the delivery.

### 9- Transfer of ownership and risks

The transfer of ownership of the products to the benefit of the customer will be realized on the day of the delivery of the products whatever the date of the order or the payment of the price.

The transfer to the customer of the risks of loss and deterioration of the products will be realized from delivery and receipt of the products whatever the date of the order or the payment of the price.

### 10- Consignment stock

Goods placed on consignment (implants and/or instrumentation) must always be subject to a consignment agreement between the care facility and the supplier.

The details of the care facility where the EVOLUTIS products are consigned to shall be communicated to EVOLUTIS before dispatching. A full and stock-take must be performed at least once per year by the distributor at his client's facility...

The goods under consignment are at distributor's cost (whether purchased or rented).

They must be insured (by the distributor or by the care facility) against fire, flood damage and theft.

Consigned Implants are declared fewer than 48 H. They are renewed and invoiced as used. In case of improper handling, negligence, damaged goods (implant or instruments) are at distributor's costs.

If instruments need to be urgently exchanged in a consignment, then EVOLUTIS will dispatch for exchange before the return of the defective goods. Upon receipt of the damaged goods they will be inspected, if the damage is due to improper use, negligence or lack of maintenance then they shall be invoiced to the distributor. The same shall apply if the goods are not returned before 15 days.

### 11- Loans

The temporary loan is for a period of less than 10 days which can be renewed according to the number of laying scheduled in the month and within the limit of 2 months (from dispatch from the factory up to full return), thereafter rental fees may be applied by half-monthly installments in accordance with current pricing.

### 12- Resale

Products are not available for USA and Canada. The distributor is not authorized to sell purchased goods on to another distributor or outside the country of activity except with prior authorization by EVOLUTIS.

### 13- Documentation and Intellectual property

For any and all goods for which EVOLUTIS has responsibility for the placing on the market (EC), EVOLUTIS documentation (brochures, operating techniques, templates...) must accompany the goods up to the operator. Any modifications or customizations must be submitted to and subject to prior approval by EVOLUTIS Manager for Regulatory Affairs.

No documentation relating to EVOLUTIS products can be placed on a website without the prior agreement of EVOLUTIS.

In order to continuously improve products, EVOLUTIS send information notes to customers who should acknowledge receipt.

EVOLUTIS retains all industrial and intellectual property rights relating to products and technical documentation which cannot be communicated without its written authorization.

### 14- Liability and guarantee

EVOLUTIS subscribed to a civil liability.

Its responsibility is strictly limited to the obligations defined by the customer's order.

EVOLUTIS complies with the standards ISO 13485 and the Directive 93-42. The products are certified by a notified body and subject to CE marking.

### 15- Hard ship

In the event of a change in economic, political or technical circumstances were unpredictable (ex: coup), in accordance with the provisions of clause 1195 of Civil Code, a party who has not accepted an excessively onerous performance risk may request a renegotiation of the contract to its other party.

### 16- Enforcement in kind

In the event of failure by either party to fulfill its obligations, the party suffering the default shall have the right to request the enforcement in kind of its obligations arising hereunder. In accordance with the clause 1121 of Civil Code, the creditor of the obligation may sue for enforcement after a simple notice sent to the debtor of the obligation by a registered letter with acknowledgment of receipt unsuccessful, unless it proves impossible or if there is a clear disproportion between its cost to the debtor and its interest to the creditor.17- 'Force majeure'

The parties cannot be held liable if the non-performance or delay in the performance of any of their obligations, as described in these general terms, results from a case of force majeure (such causes include a conflict or social movement, fire, explosion, flood, other natural disaster, riot or war, a coup, shortage or rationing of labor, materials, components, transportation, energy, delays in the delivery of suppliers or subcontractors, compliance with new laws or regulations). If the delivery date cannot be met due to the causes mentioned above, EVOLUTIS will have sufficient time to overcome these disturbances.

### 18- Settlement of disputes

Any dispute arising from the validity, the construction or implementation, resolution and the consequences of this agreement and which cannot be amicably settled shall be submitted to the jurisdiction of the Court of ROANNE, France. Applicable law shall be French law at the exclusion of conflict of law rules (In the event of a dispute outside the EU, it shall be decided in accordance with the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce of Paris by three arbitrators appointed under the said Rules (unless a single arbitrator has been designated by the Parties). Arbitration will take place to Paris in French).

In case they are translated into one or more languages, only the French text will be valid in case of dispute. Fees shall be borne by the recognized default party.