

# **MEDISTREAM PRODUCTIONS – GENERAL TERMS AND CONDITIONS OF SALE OF MATERIALS**

## **Article 1 – Scope**

**1.1.** The present general terms and conditions of sale (the “**Terms**”) which constitute the unique foundation of the commercial relationship, in accordance with article L.441-1 of the French commercial Code, govern any orders of audiovisual materials (the “**Materials**”) and their possible additional related services (the “**Related Services**”) placed with the company MEDISTREAM PRODUCTIONS (a French *société par actions simplifiée* incorporated under the laws of France, having its registered office at 15 Boulevard Grawitz – 13016 Marseille, registered with the Marseille Trade and Companies Register under the number 751 649 153) (the “**Company**”), by any client located in France and/or abroad, within his professional activity (the “**Client**”). The Terms are systematically given to any Client who asks for them to enable him to place an order with the Company.

**1.2.** Any order of Materials placed with the Company implies as of right acceptance of the Terms and the Client’s full and entire acceptance of the Terms which prevail over the Client’s documents and in particular over his general terms and conditions of purchase, etc..., unless express and prior agreement of the Company. Any documents other than the present Terms and in particular any brochures, fliers, etc., are for information only.

**1.3.** In accordance with the regulations in force, the Company reserves the right, as particular conditions, to make exceptions to some provisions of the Terms, depending on the negotiations conducted with the Client. The Company shall freely, expressly and in written, agree to any exceptions to the Terms.

**1.4.** The fact that the Company does not invoke any of the provisions of the Terms shall not be tantamount to an implied renunciation of these Terms.

**1.5.** The Terms and the quotation issued by the Company, duly accepted by the Client mentioning any detailed information and particular terms which shall prevail over the Terms as particular conditions, constitute together the “**Contract**”.

## **Article 2 – Placing orders of Materials**

**2.1.** Orders are deemed definitive as soon as the Client signs the quotation. If the Company requests a down payment, orders are deemed definitive once the Client has signed the quotation and the Company has received the down payment.

**2.2.** Quotations issued by the Company are valid one (1) month from the date of their issuing unless otherwise specified. After the aforesaid one (1) month period, the mentioned prices may be revised.

**2.3.** The Company shall have the right to refuse an order from a Client because of an actual or a former dispute arising out of or in connection with a previous order including the payment.

**2.4.** Any order placed with the Company is irrevocable for the Client unless provided otherwise in written by the Company. If a Client wants to modify his order placed with the Company, such request shall be made in writing before the delivery of the Materials so that the Company could take this request into consideration. In such case, the Company may be released by the agreed deadlines to fulfill the order.

**2.5.** Any legal or authorized representative of the Client shall be considered to have all powers enabling him to sign the quotation so that the company and/or the person he represents shall be regularly bound because of his signature.

## **Article 3 – Additional Services**

**3.1.** Sale of Materials may include, if need be, the conception of the project, their delivery and if required, their installation, tests, training of the Client’s employees as for their use (the “**Additional Services**”).

**3.2.** In addition to the sale of the Materials and their possible Related Services, the Client may subscribe to any Additional Services (extension of warranty and/or “*Pack Sérénité (Serenity Pack)*”). The Client may subscribe to any Additional Services when signing the quotation or at the latest, the day the Materials are installed and put to use.

**Extension of warranty :** The Client may subscribe to an extension of warranty for a duration up to four (4) years in addition to the basic warranty mentioned in article 7.1 hereinafter.

**Pack Sérénité (Serenity Pack) :** The Client may subscribe to a “*Pack Sérénité*” including (i) an extension of warranty of one (1) or two (2) years, (ii) a technical support for incident, (iii) a remote control system and (iv) a follow-up and update of the software. In case of a major incident (Materials that do not work), a technician will intervene on site within a maximum of six (6) working day period from the day the incident is reported.

## **Article 4 – Prices**

Materials, Related Services and Additional Services are invoiced based on the quotation duly accepted by the Client. Their prices are expressed in euros, excluding VAT and including VAT. Any order of new Materials, Related Services and/or Additional Services in addition to those mentioned in the quotation will be invoiced for their value.

## **Article 5 – Terms of payment**

**5.1.** Invoices shall be payable on receipt unless otherwise mentioned in the quotation. The Company shall not grant any discount for early payment.

**5.2.** Invoices shall be payable by bank transfer. Any payment from the Clients shall be deemed definitive once the Company effectively receives the owed sums.

**5.3.** Payment on the due date is deemed a final payment. In accordance with articles L.441-10 and following of the French commercial Code, for any non-

payment (total and/or partial) or any late payment, the invoiced price shall be immediately due and shall automatically involve late charges at a rate equal to three (3) times the in force legal rate, for each month started as well as a fixed rate allowance for recovery cost (*indemnité forfaitaire pour frais de recouvrement*). In accordance with article D.441-5 of the French commercial Code, the aforesaid allowance amounts to forty (40) euros. The Company may request an additional compensation should the costs be higher than the above-mentioned allowance. Late charges shall start from the date of payment mentioned on the invoice up until complete payment of all outstanding invoices. Any started month shall be entirely due.

**5.4.** In the absence of total or partial payment, the Company reserves the right to pursue immediate payment of all sums owed by the Client, for any reasons whatsoever. In no case, at the Client’s initiative, no payment may be suspended or be reduced or compensated in particular, even if the Client claims a late delivery or a non-compliance regarding the delivered Materials; the prior and written acceptance of the Company being essential despite any otherwise stipulations in the Client’s terms and conditions of purchase. In general, any compensation is forbidden. As a consequence, any compensation carries out without the prior and written consent of the Company shall be considered a failure to pay enabling the Company to refuse any other order and to immediately suspend all ongoing delivery of Materials as soon as the Client is informed.

## **Article 6 – Fulfilment of orders – Delivery and installation of Materials**

**6.1.** The Company undertakes to do its best endeavors to fulfill the orders within the deadlines mentioned in the accepted quotation. However, the Company shall not be held liable for any suspension or delay attributable to the Client, a third party (ex. : manufacturer) while fulfilling the orders and/or in case of a force majeure event.

**6.2.** In the event of damaged or missing Materials, the Client shall indicate to the transporter all necessary reservations on the delivery note and at the latest, by registered letter with acknowledgement of receipt or extrajudicial document, within three (3) working days following the acceptance of the Materials, in accordance with article L.133-3 of the French commercial Code ; if not the Client shall be deprived of any recourses and shall bear of consequences related to such damaged and/or missing Materials.

**6.3.** Notwithstanding provisions of article 6.2., the Client shall formulate any claims related to conspicuous defects or the non-compliance of the delivered Materials in comparison to the ordered Materials and/or to the quotation, by registered letter with acknowledgement of receipt within five (5) working days from the delivery of the Materials, identifying the concerned Materials and the nature of the noted defect. All claims shall be imperatively explained. If the Client fails to make a claim in the abovementioned time-limit or if he uses the Materials, the Company shall be deemed to have satisfactorily performed its obligations. The Client shall provide the Company with all justification relating to the reality of the conspicuous defect or noted anomaly. The Client shall enable the Company to observe the defect and solve it. The Client shall not intervene directly or through a third party in order to solve the defect unless the Company, beforehand and expressly, duly authorizes the Client to do so.

In the event of a conspicuous defect or a non-compliance of the delivered Materials duly noted by the Company in the aforesaid conditions, the Company shall replace, free of charge, the Materials, with the exception of any cancellation of order or compensation or damages.

## **Article 7 – Warranties - Liabilities**

**7.1.** The Company acknowledges that the Materials sold to the Client are free from any component defects and manufacturing defects, under normal condition of use, during the warranty period of one (1) year from the acceptance of the Materials. This warranty includes spare part costs, repair costs necessary so that the Materials are in perfect working order. If the repair of the Materials is not possible, the Materials will be replaced. In order to implement this warranty, the Client shall make a claim within a five (5) working day period from the date of his finding and, in any case, within the aforesaid one (1) year time-limit. In any event, the Client shall not claim any compensation. The defaulted Materials shall be sent back to the Company, at the Client’s expense.

**7.2.** If the Client subscribes, as Additional Services, to an extension of warranty, such warranty will start the day the Materials are put into use.

**7.3.** Are excluded from the warranty : defects and deteriorations caused by normal wear of the Materials or exterior accident (assembly or adjustment unless carried out by the Company’s employees, or a third party authorized by the Company or by the Client himself under the surveillance of the Company, defective maintenance, misuse or improper use) or modification or repair carried out by the Client or negligence, accident, storage in bad, wrongful or inadequacy conditions imputable to the Client.

**7.4.** In any case, if the Company is held liable, its liability shall be limited to the price excluded VAT paid by the Client for the performance of the orders.

## **Article 8 – Transfer of title – Transfer of risks of the Materials**

**8.1. The transfer of title of the Materials sold and/or installed pursuant to Orders is suspended until complete payment of the invoiced price, principal and ancillary costs and even if payment terms are granted.**

**By express agreement, the Company may refer to the rights from the present clause for any of its claim, on all the Materials in the Client's possession; such Materials being contractually deemed unpaid, and the Company may take them back or claim them back as compensation for all unpaid invoices, without prejudice of its right to terminate all ongoing orders.**

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**8.2.** Notwithstanding the above, the risks of losses or deterioration of the Materials as well as damages that may be caused by the Materials are transferred to the Client as soon as they are delivered to the Client's premises. From the date of delivery, the Client is custodian and keeper of the Materials. As a consequence, the Client undertakes to take out an insurance policy against all risks that may occur as from the date of delivery. In the absence of payment, unless the Company prefers to demand the full and entire performance of the order, the Company shall have the right to terminate order after unfruitful formal notice and to claim the delivered Materials; return costs shall be borne by the Client and the Company shall keep payments already made as penalty clause.

#### **Article 9 – Intellectual property and copyrights**

The Company shall remain the exclusive owner of any intellectual property rights and copyrights on the studies, drawings and models, etc.... performed, even at the Client's request, for the sale and installation of the Materials. The Client refrains from reproducing and exploiting such studies, drawings and models without the express, prior and written consent of the Company which may make it conditional on financial compensation.

#### **Article 10 - Force majeure event**

**10.1.** The Company's obligations are automatically suspended, without any formalities and the Company shall not be held liable because of a force majeure event. Are considered force majeure event, including but not limited : war (whether declared or not), civil war, riot and revolution, epidemic, pandemic, sanitary crisis, flood, accident (in particular tooling accidents, machinery breakdown, explosion, fire, destruction of machines, plants and installations of any kind), interruption or delay of transport, failure of any transporter, shortage of material rows, boycott, strike or lock-out of any kind, occupation of plant or premises or any other event beyond its control.

**10.2.** Should a force majeure event occur, the Company shall do its best to resume, as soon as possible, the performance of its obligations. If the suspension goes on beyond thirty (30) years, one or the other parties may have the right to terminate the ongoing order.

#### **Article 11 – Data privacy**

**11.1.** In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data entered into force on 25 May 2018 and the French Law n°78-17 of 6 January 1978 modified and updated, the Company may collect personal data from the Client in order to fulfil its orders and provides the latter with the best possible service; the collected personal data is adequate, relevant, updated and strictly necessary for the performance, follow-up of the orders, the invoicing and the customer relations.

**11.2.** The Company provides an adequate level of protection of personal data ensuring that strong technical, legal and organizational measures are in place. To ensure an effective process and the security of personal data, the Company passes such data on to its suppliers working in the computer field, data hosting and website management field which are required to provide the Company with sufficient guarantee in terms of data protection when processing such data on behalf of the Company. The Company ensures that its processing of personal data is legal and valid. As a result, the Company ensures that collected and processed personal data is based on legal grounds such as the Client's consent, the performance of the Contract, the Company's vital interests.

**11.3.** The Company may share and disclose personal data mainly with : its employees duly authorized (marketing, logistic, financial services), the services providers acting in the name of the Company (transporters), French and foreign authorities entitled to do so in particular within legal procedures, limited commercial partners with the Client's consent and third party within restructuring or reorganization process.

**11.4.** The Company shall keep the Clients' personal data for a period necessary for the operations they have been collected, in accordance with the regulations in force and regarding the legal limitations.

**11.5.** In accordance with European and national regulations, the Client has the following rights : permanent right to access his data, right to correct, to erase, to restrict the processing, to object to the processing of his data, right to data portability, right to establish instructions for the management of his data, right to withdraw, at any time, his consent. The aforesaid rights may be exercised by sending an email to the Company at : [dataprivacy@pegase-healthcare.com](mailto:dataprivacy@pegase-healthcare.com).

#### **Article 12 – Language – Applicable law - Dispute**

**12.1.** The present Terms are drafted in French and in English. However, only the French version shall prevail over the other translated version.

**12.2.** The Terms and the related sales and purchases are subject to French law.

**12.3.** Should the parties fail to resolve amicably such disputes, all disputes regarding orders fulfilled in accordance with these Terms which arise regarding the validity, interpretation, performance, termination or of the results or consequences will be submitted to the exclusive jurisdiction of the registered office of the Company.