

Terms and Conditions of Services and Rental Applicable from 30/09/24

This General Terms and Conditions of Services and Rental (hereinafter referred to as the "GTS") govern the contractual relationship between ZYMOPTIQ, a simplified joint stock company whose registered office is located at 15, rue Pierre et Marie Curie 59260 LEZENNES (France) and registered with the Lille Métropole Trade and Companies Register under number 845 183 110 (hereinafter referred to as "ZYMOPTIQ") and the Customer (a professional in industry, the laboratory or any other sector requiring knowledge and skills in the analysis of samples).

With the Zymplate range, ZYMOPTIQ offers an innovative enzymatic measurement solution for simple, fast and reliable enzymatic analysis. The Zymplate range includes the Zymplate consumable, a Zymocube reader and Zymosoft software.

ZYMOPTIQ markets the Zymplate range, by leasing the Zymocube reader and the Zymosoft software license, and selling Zymplate consumables.

The Customer has expressed interest in the offer proposed by ZYMOPTIQ, which offer is subject to the present GTC.

These General Terms and Conditions, which are subject to change at any time, take precedence over all other Customer documents. They may only be modified by written agreement signed by ZYMOPTIQ. They replace and cancel any previous oral or written undertaking relating to the subject of the Contract.

The information contained in ZYMOPTIQ's catalogs, prospectuses, website and price lists is given for information only and may be revised at any time. ZYMOPTIQ reserves the right to make any changes it deems necessary.

The Customer declares that he/she has read these GTC and accepts them without exception or reservation before concluding the Order. Any conditional acceptance shall be deemed null and void. The Customer acknowledges that he/she has been fully informed that acceptance of the GTC does not require a handwritten signature of this document, nor a formal adhesion, but results from the mere placing of an Order.

ZYMOPTIQ and the Customer are hereinafter referred to individually as a "Party" or collectively as the "Parties".

1. **DEFINITIONS**

Defined terms have the following meanings:

"Order" refers to the Customer's acceptance of the commercial proposal. The Order is materialized by the signature of the Quotation issued by ZYMOPTIQ or by the purchase order issued by the Customer and validated by return e-mail by ZYMOPTIQ. In the event that the Customer signs the Quotation and at the same time issues a purchase order, the terms of the Quotation shall prevail in the event of any contradiction or necessary interpretation.

"Consumable" refers to consumables from the Zymplate range.

"Contract" means these General Terms and Conditions of Services and Rental,

"Quotation" refers to the commercial proposal issued by ZYMOPTIQ, sent to the Customer prior to any Order. A quotation signed by the Customer becomes an Order.

"Zymplate range" refers to the complete analysis solution comprising the Zymplate consumable, associated with the Zymocube reader, and the Zymosoft software. The components of the Zymplate range are defined in Appendix 1.

"Hardware" refers to the inseparable unit consisting of the Zymocube reader, Zymosoft software and accessories supplied to the Customer.

"Services" has the meaning set forth in Article 3 hereof.

2. **SUBJECT**

These GTC and the Order constitute the entire agreement between the Parties.

The purpose of these General Terms and Conditions is to define the terms and conditions under which ZYMOPTIQ will perform services on behalf of the Customer:

- (i) Equipment rental and installation, and
- (ii) Provision of the Zymosoft license

Hereinafter referred to as the "Services".

The contractual provisions applicable to the sale of Consumables are expressly excluded from these GTC, this sale being subject to the General Terms and Conditions of Sale for Consumables, defined in Appendix 2.

At the Customer's request, ZYMOPTIQ may perform various services other than those listed above. These include, in particular, additional services associated with the Services, such as the provision of training, maintenance and remote management services for the Hardware, as well as services associated with assistance with data analysis or the interpretation of results. These services will be invoiced separately, and the costs and terms of payment and performance will be agreed in advance in writing between the parties, on a case-by-case basis.

3. **CONTRACT DURATION**

In order to enable the Customer to appreciate the relevance of the Zymplate range, the Services are provided for the initial firm period indicated in the Quotation (hereinafter the "Initial Period"), starting from the date of installation of the Hardware, in any location defined by the Customer, and referred to in article 6.

At the end of the Initial Period, the Customer will give notice of his intention to:

- (i) Terminate the contractual relationship at the end of the Initial Period;
- (ii) Continue the contractual relationship for a new duration, defined through the terms and conditions of a new Quotation, subject to the terms of these GTC;
- (iii) Opt to buy the equipment, and transform the equipment leasing process into a purchasing process.

The Customer must give ZYMOPTIQ prior written notice of any such change in order to comply with the following notice periods:

- 1 (one) month's notice for an Initial Period of 3 (three) months or less;
- 2 (two) months' notice for an Initial Period of between 4 (four) and 11 (eleven) months;
- 3 (three) months' notice for an Initial Period longer than 12 (twelve) months.

The above-mentioned notice periods also apply to each renewal period.

In the absence of notification from the Customer, or in the event of late notification not respecting the above notice periods, the Contract will be tacitly extended for the duration of the previous commitment, with the contract extension resulting in billing at the standard monthly rate for the previous commitment period.

4. INSURANCE

For the entire duration of the Contract, the Customer shall have custody of the Material from the date of transfer of risks resulting from the Incoterm chosen by the parties or stipulated by default in the present GTC. As such, the Customer is liable to ZYMOPTIQ for any damage to the Equipment caused by the Customer or a third party, even if not at fault.

The Customer hereby declares that it has taken out the necessary insurance policies guaranteeing full responsibility for the Equipment made available to it by ZYMOPTIQ, the value of which may be communicated by ZYMOPTIQ.

The Customer undertakes to provide ZYMOPTIQ with proof of payment of premiums at ZYMOPTIQ's first request, and to produce an up-to-date insurance certificate covering the amount of the rented Equipment.

The Customer undertakes to maintain this insurance cover for the duration of the Contract.

5. FINANCIAL CONDITIONS

The price of the Services, and the terms of payment, are set out in the Order. These prices are expressed in Euros, and do not include VAT. They do not include the costs of the equipment and electronic communications required to use the Hardware, which remain the responsibility of the Customer. Likewise, any taxes, charges, customs duties where applicable, or other sums payable (bank charges, exchange fees, transfer fees) under French law or those of the importing country or of a country through which the Hardware is transited will be borne by the Customer.

Unless otherwise stipulated, the price of the Services is expressed on the basis of the Incoterm 2020 @ DAP agreed place, the terms of which are detailed in article 7.

Invoices are issued on first installation, then monthly at the beginning of the month.

Unless otherwise agreed, payments shall be made in Euro by SEPA / SWIFT bank transfer, direct debit or any other legal means of payment approved by ZYMOPTIQ before the expiry of thirty (30) days net from the invoice date.

ZYMOPTIQ does not grant discounts.

Timely payment is an essential obligation, without which ZYMOPTIQ would not have agreed to the Contract. Any delay in payment on the due date or on the date eventually accepted by ZYMOPTIQ may result, at ZYMOPTIQ's sole discretion, in the invoicing of a fixed indemnity of €40 (forty), plus late payment interest at the rate of 3 times the legal rate per day of delay, calculated on the basis of the amount excluding VAT of the unpaid sums (plus any applicable taxes).

In addition, notwithstanding the application of penalties for delay, ZYMOPTIQ reserves the right, without the need for any intervention, even judicial, to terminate the present contract in accordance with article 16, termination for fault.

The Customer may not claim any damages or loss of profit as a result of such termination.

6. PLACE OF EMPLOYMENT

The Hardware will be used exclusively in the premises located at the address designated by the Customer and communicated to ZYMOPTIQ for the installation of the Hardware.

Any use outside these premises without the express prior consent of ZYMOPTIQ may justify termination of the contract by ZYMOPTIQ to the exclusive detriment of the Customer.

Access to the premises will be authorized to ZYMOPTIQ, or its agents, for the duration of the Contract. The Customer is responsible for defining the rules governing work on the site indicated, and for ensuring that the safety instructions specified in a prevention plan or safety protocol are implemented and complied with. ZYMOPTIQ's employees will use the necessary personal protective equipment and will remain under ZYMOPTIQ's control and responsibility.

In the event that special authorizations are required for access to the aforementioned premises, ZYMOPTIQ or its employees will be responsible for obtaining them.

7. ZYMOPTIQ'S OBLIGATIONS

ZYMOPTIQ undertakes to:

- (i) Provide the customer with access to the Zymosoft software license;
- (ii) To supply the Customer with the number of Materials indicated on the Order, within the deadlines indicated, even if these do not constitute strict deadlines, and to;
- (iii) Perform the Services defined in the Order;
- (i) Advise the Customer in his best interests throughout the term of the Contract, in particular by providing him with all the specific information concerning the Equipment, by warning him of any difficulties that may arise during its operation, and by providing him with all the advice necessary for the performance of his Services.

The Equipment is deemed to comply with the regulations in force in France and the European Union, and is delivered with the accessories defined in Appendix 1. The Customer is deemed to be fully aware of the rules governing the use and maintenance of the leased Equipment. As the Customer is a professional, it is his or her responsibility to choose the equipment best suited to his or her predetermined needs. As ZYMOPTIQ has no knowledge of the Customer's project and is under no obligation to verify the compatibility of the Hardware chosen by the Customer, ZYMOPTIQ cannot be held liable in this respect.

In the case of orders to or from countries outside the European Union, the Customer is invited to check that the Equipment complies with the standards and regulations in force in the country of destination, and that it is not affected by any import restrictions. ZYMOPTIQ cannot be held responsible for any failure to comply with the legislation of the country to which the products are delivered.

In the event that the Hardware must be brought into compliance with local standards and regulations, ZYMOPTIQ will study the appropriate solutions and implement them at the Customer's expense. Under no circumstances is the Customer authorized to bring the Hardware into compliance on its own.

Delivery date and transport

Unless otherwise agreed, the delivery of the Material is carried out according to the incoterm 2020 ® DAP agreed place.

ZYMOPTIQ undertakes to use its best efforts to meet the delivery deadlines specified in the Order.

ZYMOPTIQ cannot be held responsible for any delays in availability or delivery due to any reason beyond its control, in particular customs blocking, changes in regulations, force majeure, nor for their consequences, and is not liable for any compensation in this respect.

When taking possession of the equipment, the Customer shall check that the technical and information elements have been supplied, as well as the apparent condition of the Equipment, with a view to making any reservations he deems necessary. In the absence of any reservation, the Equipment is deemed to have been handed over to the Customer in apparent good condition.

Installation

ZYMOPTIQ will install the Hardware, the accessories and the associated software environment, and will carry out an initial test, following parameterization, on the Hardware, in the presence of the Customer in order to check the condition of the Hardware, the accessories and its operation.

At the end of the test, the parties sign an acceptance and operation report. Signature of the acceptance report without reservation will also constitute payment of the first monthly invoice.

In any case, at the end of this trial, and in the absence of a contradictory report, the Equipment is deemed to be in good working order and equipped with the accessories necessary for its operation.

8. CUSTOMER OBLIGATIONS

The Customer declares that he/she is a technically competent user, as the Hardware, as well as the analysis of the results obtained by using the Hardware, cannot be properly exploited without a reasonable level of knowledge. ZYMOPTIQ is not required to ascertain the Customer's level of technical competence, which is always assumed.

The Customer expressly accepts and acknowledges:

- (i) Have chosen the Hardware under their own responsibility. The Customer shall therefore have no right of action or recourse against ZYMOPTIQ in the event that the Equipment supplied does not meet the Customer's requirements;
- (ii) That any loan or subletting of the Equipment is forbidden. Likewise, the Customer undertakes never to give the Equipment as security;
- (iii) Any improper use of the equipment, or use outside the environmental conditions specified by ZYMOPTIQ, or use of common sense during the rental period, is prohibited. The Customer shall be solely liable for any damage resulting from such use, as well as for any consequential breakdown for which the Customer is responsible. Please note that ZYMOPTIQ's standards and specifications are generally included in the technical documentation supplied by ZYMOPTIQ, or made available on request;
- (iv) That any modification of the Hardware is forbidden, including disassembly. In the event of a breakdown, the Customer shall not carry out any repairs or directly engage any maintenance company, except with the prior written consent of ZYMOPTIQ. The Customer shall not remove any identification labels, serial numbers or ZYMOPTIQ property identification affixed to the leased Equipment. The Customer shall be solely

responsible for any damage resulting from any modification, and for any failure resulting therefrom;

- (v) That a sudden and fortuitous electrical or mechanical breakdown of the Equipment that is not likely to endanger the safety of persons, whether the Equipment is recent or not (normal wear and tear), is an event over which ZYMOPTIQ cannot reasonably exercise control, and the occurrence of which is possible. ZYMOPTIQ cannot be held responsible for any harmful consequences to the Customer resulting from such a breakdown.
- (vi) That hardware, software, accessories, consumables, may present incompatibilities and operating errors (notions distinct from electrical or mechanical failure) characterizing a situation of logical failure that may lead to interruptions or blockages of processing, loss of programs and data. The customer is responsible for all problems and consequences that may result. ZYMOPTIQ recommends that the Customer implement all appropriate solutions to guarantee the integrity of its data (backups). In the event of a logical failure, ZYMOPTIQ has no responsibility or obligation, including when such failure is attributable to software installed on the Hardware;
- (vii) That given the frequent risk of computer sabotage (viruses) and the damaging consequences that may result (logical breakdowns), the Customer will also implement, at its own expense, any appropriate solution aimed at reducing this risk, ZYMOPTIQ having no responsibility or obligation in this matter;
- (viii) Not to claim any reduction in rent, or suspension of invoicing, or compensation in the event that the Equipment cannot be used for any reason whatsoever, in particular: partial or total incompatibility of operation of the rented Equipment with any other hardware and/or computer program belonging to the Customer, and/or software for which the Customer holds an operating license, (impediment of the user: strike, damage, etc.), unless otherwise expressly stipulated in the General Terms and Conditions.

9. INTELLECTUAL PROPERTY

ZYMOPTIQ declares that it owns or is authorized to use all intellectual property rights pertaining to the elements of the Zymplate range, in particular patents, trademarks, software, photos, websites and technical documentation, which may not be communicated or performed without its written authorization.

All technical documents provided to the Customer remain the exclusive property of ZYMOPTIQ, the sole owner of the intellectual property rights on these documents, which must be returned to the Customer upon request.

The Customer undertakes not to make any use of these rights and documents which might infringe ZYMOPTIQ's intellectual property rights and undertakes not to disclose them to any third party.

All texts, comments, works, illustrations, works and images reproduced or represented on the ZYMOPTIQ website are strictly protected under intellectual property law, in particular copyright. As such, only use for internal purposes is authorized, subject to different, even more restrictive, provisions of the intellectual property code.

Any total or partial reproduction or representation of the ZYMOPTIQ documentation or website, or of all or part of the elements found on the site, is strictly forbidden.

10. GUARANTEE

The Equipment rented by ZYMOPTIQ is deemed to be made available to the Customer in perfect working order.

The Hardware is guaranteed, for the entire duration of the Contract, against any operating defect, breakdown or defect from the date of installation (hereinafter the "Warranty") within the limits set out in article 10.2 below. It is expressly agreed between the Parties that Hardware accessories are not covered by the Warranty.

10.1 Implementation of the Guarantee

In order to implement the Guarantee, the Customer undertakes to notify ZYMOPTIQ of any breakdown, defect or non-conformity of the Hardware, as soon as it is noticed or suspected, by any means at its convenience, giving priority to e-mail and/or telephone contact. The Customer shall cease to use any defective Hardware, and shall refrain from repairing it or having it repaired. Failure to comply with at least one of these obligations may jeopardize the right to repair or replace the Hardware as described below.

As soon as ZYMOPTIQ becomes aware of such a case, it may carry out a preliminary diagnosis by remote control of the Hardware, based on the symptoms most accurately reported by the Customer. This pre-diagnosis may make it possible to characterize a definite case of failure and, if necessary, to determine its nature and imputability. ZYMOPTIQ may also decide to visit the Customer's premises in order to diagnose the fault.

In the event that a Material is not in conformity, is defective or fails as a result of a breakdown, ZYMOPTIQ undertakes to repair or replace it at its own expense. If the defect is established, ZYMOPTIQ will have a period of eight (8) weeks to decide, at its sole discretion, whether to repair or replace the defective Material.

10.2 Limitation of guarantee

The Warranty offered by ZYMOPTIQ is excluded in the case of incidents due to force majeure, as well as in the following cases:

- Damage or accidents caused by the customer's negligence;
- A lack of supervision attributable to the Customer or a third party;
- Maintenance not approved by ZYMOPTIQ or inappropriate maintenance carried out by the customer;
- Failure to comply with ZYMOPTIQ's instructions, prescriptions and recommendations concerning the preservation, verification and maintenance of the Equipment;
- Failure to comply with applicable safety and environmental regulations;
- Failure to comply with the conditions for implementing the Warranty described above.
- Abnormal or improper use of the equipment by the customer;
- Defects due to improper storage (uncovered, damp, corrosive atmosphere, etc.), inappropriate location or failure to comply with the instructions provided by ZYMOPTIQ in the user manual;
- Defects resulting from technical choices imposed by the Customer;
- Intervention by the Customer or a third party on the Equipment: installation or fitting not in accordance with good practice, modification, repair, addition of spare parts, etc. without the express prior consent of ZYMOPTIQ;
- Non-payment of the price by the Customer; and
- More generally, cases of default resulting from a fault on the part of the Customer.

In cases of replacement or repair of Hardware falling within the scope of the Warranty exclusion, the Hardware will be repaired or replaced by ZYMOPTIQ, at the Customer's exclusive expense. (costs of returning the defective Hardware, transport costs, including taxes, and repair costs.

11. LIABILITY

It is understood that ZYMOPTIQ shall not be held liable for damages resulting from an act exclusively attributable to the Customer.

ZYMOPTIQ's obligation to the Customer is limited to the use of its best efforts, and ZYMOPTIQ makes no warranties of any kind, express or implied, including, but not limited to, guarantees of quality and fitness for the Services performed. The Customer declares and acknowledges that the negotiations preceding the order were conducted in good faith and that he was provided with all necessary and useful information to enable him to make a commitment in full knowledge of the facts.

ZYMOPTIQ is liable for any bodily injury or material damage caused to the Customer that results directly from a fault on its part, but cannot under any circumstances be held liable, regardless of the type of liability action brought, even if ZYMOPTIQ has been informed of their possible occurrence, unless there is an imperative legal rule to the contrary, for indirect damage, and/or damage qualified as indirect, incidental, special, whether material or immaterial, consequential or otherwise, including damages resulting from loss of profits, loss of earnings, damage to brand image, loss of orders and customers, loss of data or deprivation of use suffered by the Customer or a third party.

ZYMOPTIQ may not under any circumstances be held responsible for the malfunction, breakage or loss of the Equipment.

In any case, and with the exception of bodily injury caused to persons, the financial responsibility of ZYMOPTIQ will be limited to the amount paid annually by the Customer.

In addition, it is reminded that it is the Customer's responsibility to be able to interpret the results of the analysis obtained by the Equipment by virtue of their technical and/or professional skills. ZYMOPTIQ cannot be held responsible for the interpretation of these results, nor for any decision taken by the Client based on the interpretation of the said results.

12. HARDSHIP CLAUSE

The parties agree that "hardship" refers to any unforeseeable situation beyond the control of the parties, arising after the conclusion of the contract, which makes the performance of contractual obligations excessively onerous for one of the parties. This situation may include, but is not limited to, significant changes in economic conditions, currency fluctuations, legislative or regulatory changes, natural disasters, armed conflicts, strikes or embargoes.

The party affected by a situation of hardship must notify the other party in writing as soon as possible after the occurrence of the event, providing details of the nature of the hardship, its impact on the performance of the contract and the measures proposed to remedy it.

Upon receipt of the notification, the parties undertake to meet within fifteen (15) days to discuss the situation and attempt to find an amicable solution. The parties may agree to modify the terms of the contract, temporarily suspend performance of the obligations or take any other appropriate measure to mitigate the effects of the hardship.

If the parties fail to reach an amicable agreement within sixty (60) days of notification, they agree to submit the dispute to mediation in accordance with the rules of the Paris CMAP before initiating any legal or arbitration proceedings.

If mediation fails, and hardship persists making performance of the contract impossible or unreasonably onerous, either party may request termination of the contract. Termination will take effect on receipt of the request for termination by the other party, unless otherwise agreed between the parties.

In the event of termination of the contract due to hardship, the parties undertake to return services already received to the extent possible, and to settle accounts with each other in good faith for partially performed services.

13. FORCE MAJEURE

It is expressly accepted by the Customer that ZYMOPTIQ shall not be liable for any damages, delays or failures in the performance of the contract caused by events beyond its reasonable control, or not resulting from the fault or negligence of ZYMOPTIQ.

Such acts or causes include, but are not limited to, the following events: epidemic, pandemic, strike, labor dispute, social unrest, war, riot, insurrection, attack, sabotage, threat, fire, flood, failure or delay of means of transport or communication, computer or electricity failure, lock-outs, failures of third-party suppliers or operators, and governmental decisions as well as the Customer's failure to provide necessary information.

Force majeure suspends the obligations arising from the present General Terms of Service. However, should the force majeure continue for more than ninety (90) days, the Service may be terminated (without indemnity or reimbursement of any sums already paid) by either party to the present General Terms of Service, without such termination being deemed to be at fault. Termination, in such a case, must be notified and will take effect on the date of receipt of the notification, unless otherwise expressly agreed between the parties to the present General Terms of Service.

14. PRIVACY

Each of the Parties undertakes to respect the strictly confidential nature of all methods, processes, information and any documents of the other Party relating to its activity (hereinafter referred to as "Confidential Information") and undertakes to ensure that its Personnel or any person it may have appointed makes the same undertaking.

In particular, the Parties undertake to ensure that Confidential Information :

- (i) be protected and kept strictly confidential and be treated with the same degree of care and protection as they accord to their own confidential information of the same nature,
- (ii) is disclosed internally only to those members of their Personnel who need to know its contents for the performance of the Contract and who are bound by an obligation of confidentiality in terms at least as restrictive as the present provisions, and that such Confidential Information is used by the latter only for the purpose defined by the present Contract,
- (iii) not be disclosed, nor likely to be disclosed, either directly or indirectly, to any third party or person other than those mentioned in (ii) above,
- (IV) Not be used in whole or in part for any purpose other than that defined by this Agreement without the prior written consent of the disclosing Party.

This obligation is valid for the duration of the Services and for five (5) years following the end of the Contract.

However, Confidential Information shall not include information or data which the Party receiving it can prove (i) by any written means having a date certain, that it was lawfully in its possession prior to the date of its transmission, (ii) that it was lawfully communicated to it by a person not bound by an obligation of confidentiality, (iii) that it was publicly known prior to the date of its transmission or that it became publicly known without any fault or omission on its part, (iv) that it was developed independently.

15. CUSTOMS CLEARANCE - CUSTOMS DOCUMENTATION

In the event that customs operations must be carried out as part of the temporary leasing operation, each party assumes responsibility for the customs formalities arising from the Incoterm chosen.

Customs compliance

The party responsible for or carrying out the export and/or import formalities shall provide the other party, on first request, with all necessary customs documents required by customs or tax authorities to justify the flow of goods.

These include, but are not limited to, customs declarations, certificates of origin, commercial invoices, packing lists, and any other documents required by the customs authorities of the country of origin or destination.

The aforementioned documents must be authentic, complete and comply with the laws and regulations in force in both the country of export and the country of import.

Each party undertakes to inform the other without delay of any changes in customs regulations of which it is aware which may affect the export or import of the goods, and to take all necessary measures to ensure that the goods comply with such regulations.

In the event of customs clearance of goods benefiting from a preferential regime concluded or granted by the European Union, ZYMOPTIQ guarantees to have taken all necessary steps in accordance with customs regulations to ensure that all conditions for processing under the preferential regime have been met.

Compensation

The Customer agrees to indemnify ZYMOPTIQ for all losses, fines, penalties, legal and administrative fees, or other costs for which ZYMOPTIQ is responsible, resulting directly or indirectly from the Customer's failure to comply with customs obligations.

This compensation includes, without limitation, costs associated with the release of goods detained by customs, additional storage costs, and losses arising from delays in the delivery of goods.

Cooperation clause in the event of customs control

Obligation to cooperate: In the event of a customs inspection, the parties undertake to cooperate fully with the customs authorities. This cooperation includes the prompt and complete provision of all necessary documents and information, assistance during inspections and diligent response to requests from the customs authorities.

Immediate notification: In the event of a customs inspection or request for additional information by the customs or tax authorities, the party concerned undertakes to notify the other party immediately. This written notification must include all relevant details concerning the request or control by the customs or tax authorities, as well as the measures taken or to be taken by either party in response to this request.

The Customer further undertakes to inform ZYMOPTIQ of any risk of delay, confiscation or other customs complications that may arise upon importation of the goods.

Import taxes and liability

With a view to customs clearance in the country of destination, the Customer is exclusively entitled to organize, carry out and assume responsibility for customs clearance, including the payment of duties, taxes and other formalities, and the obtaining of any permits, licenses, approvals or authorizations required for their importation, subject to the application of any Incoterm rules to the contrary.

16. TERMINATION FOR FAULT

In the event of a breach by one of the Parties of its obligations, the other Party may give formal notice to remedy the breach within a maximum period of thirty (30) days, by means of any conclusive written document.

If at the end of this period of thirty (30) calendar days, the breach has not been or has not been able to be remedied, the other Party may terminate the contract ipso jure, in writing, without prejudice to any damages to which it may be entitled.

Termination by either Party obliges the Customer to return to ZYMOPTIQ all leased Equipment in perfect working order.

In the event that the Equipment is damaged, stolen or lost, the Customer irrevocably undertakes to reimburse ZYMOPTIQ for the full cost of the rented Equipment which it is unable to recover from ZYMOPTIQ.

17. RETURN OF EQUIPMENT

Return obligation

The return of the rented Equipment constitutes an essential condition for ZYMOPTIQ, which the Customer expressly acknowledges and accepts.

At the end of the rental period, or in the event of termination, the Customer undertakes, as part of an obligation of result, to return all Rental Equipment to ZYMOPTIQ in perfect working order, such Equipment having been subjected by the Customer only to normal wear and tear resulting from use by a technically competent user.

The Customer undertakes to make the Equipment to be returned available to the carrier or to ZYMOPTIQ within seven (7) days from the end of the rental period or the date of termination. ZYMOPTIQ will bear the cost of returning the returned Equipment.

In the event that the Equipment is damaged, stolen or lost, it is the Customer's responsibility to reimburse ZYMOPTIQ for the cost of the rented Equipment that cannot be returned, at the purchase price of the Equipment applied by ZYMOPTIQ at the time of signing the Contract, as well as the corresponding taxes.

ZYMOPTIQ also reserves the right to invoice the cost of repairing the damaged Hardware.

The Equipment must be returned in its complete packaging, properly secured with the original cushioning and closed. The financial consequences of any lack or defect of packaging on return of the Equipment shall be borne by the Customer:

- (i) Damage to equipment due to lack of and/or faulty packaging ;
- (ii) Refusal by the carrier appointed by ZYMOPTIQ to collect the Material presenting an absence and/or a packaging defect, resulting in any additional invoicing at the expense of ZYMOPTIQ which will be passed on to the Customer;

- (iii) Additional invoicing at the customer's expense for any delay in return, invoicing of unreturned and/or damaged packaging according to the terms below.

Payment in the event of late return

Any delay in returning the Equipment shall be invoiced by ZYMOPTIQ automatically and without prior formalities to the Customer. The delay is assessed by comparison between the scheduled return date and the actual date of recovery of the Equipment by ZYMOPTIQ or by the carrier appointed by the latter (or the actual date of return to ZYMOPTIQ's premises in all other cases).

The reference scale for invoicing late returns is the so-called "day rate". It is equal to one hundred percent of this rate per day of delay, for an indivisible period.

Invoices for late return of the Equipment shall be payable in accordance with the terms of article 6 hereof.

18. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by French law.

In the event of any dispute arising in connection with the performance hereof concerning the validity, performance or interpretation of the General Terms and Conditions, the Parties agree to meet within 15 (fifteen) days of the dispute arising to attempt to reach an amicable settlement.

In the event of failure to reach an amicable settlement, any dispute relating to the application of these Terms and Conditions shall be submitted to the competent courts of the place of ZYMOPTIQ's registered office.

The General Terms of Service are written in French and English. In the event of any contradiction or interpretation, the French version shall prevail.

Appendix 1 - Zymplate range

The Zymplate range comprises the following components:

Hardware: Zymocube, Zymosoft software

Consumables: Zymplate

Hardware accessories:

- Computer
- Monitor
- Mouse
- Keyboard
- USB Hub
- Hand shower
- Benchtop centrifuge
- Counterweight plate
- Flange
- Sealing plate

**Appendix 2 - Terms and Conditions
Zymplate range consumables**