

GENERAL TERMS AND CONDITIONS OF SALE - EQUIPMENT (Version 11/2024)

ARTICLE 1 - DEFINITION

Client: designates any natural person or legal entity who, acting exclusively in the context of their professional activity, places an order for Hardware with ZYMOPTIQ.

Order: designates the Client's acceptance of the commercial proposal. The Order is materialized by the signature of the Quotation issued by ZYMOPTIQ or by the order form issued by the Client and validated by return email by ZYMOPTIQ.

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

Party(ies): refers to the Client and/or ZYMOPTIQ.

Hardware: refers to an indissociable unit consisting of a Zymocube player, Zymosoft software and their accessories ordered by the Client and/or any other new unit to come, whether or not bearing a brand owned by ZYMOPTIQ. The description and characteristics of the readers, software and accessories are presented on the <https://zymoptiq.com/> website.

ARTICLE 2 - SCOPE OF APPLICATION

The Client acknowledges that these General Terms and Conditions of Sale (hereinafter the "GTC") constitute the sole basis for commercial negotiation and accepts them irrevocably from the first order. No other general condition, clause or condition modifying these GTC may be invoked against ZYMOPTIQ.

The Client acknowledges that he/she has been fully informed that acceptance of the GTC does not require a handwritten signature of this document, nor does it require formal acceptance, but results simply from placing an order.

ZYMOPTIQ reserves the right to modify its GTC at any time. Any modification will be communicated to the Client when the order is confirmed or by any other written means. The latest version of the General Terms and Conditions cancels and replaces, as of its update date, all other conditions issued previously.

The purpose of these GTC is to define the terms and conditions under which ZYMOPTIQ will perform the following services on behalf of the Client: (i) the sale of the reader and its accessories enabling enzyme measurements, and (ii) the provision of the software enabling the results of said measurements to be obtained.

ZYMOPTIQ may, at the Client's request, perform various services other than those set out above. These include, in particular, additional

services associated with the Hardware, such as the provision of training, repair, maintenance and remote management services for the Hardware, as well as services associated with assistance with data analysis or the interpretation of results, or software version changes. These services will be invoiced separately, with the costs and terms of payment and performance to be agreed in advance in writing between the parties, on a case-by-case basis.

ARTICLE 3 - PRODUCTS

It is the Client's responsibility to be able, by virtue of its technical and/or professional skills, to define and ensure the compatibility of the Hardware with the uses for which it is intended, and to formulate all useful requests for information before placing an order for Hardware, ZYMOPTIQ not assuming any responsibility in this respect.

The Client declares and acknowledges that the negotiations that preceded the order were conducted in good faith and that he/she received all the necessary and useful information beforehand to enable him/her to make a commitment in full knowledge of the facts.

ZYMOPTIQ reserves the right to cease marketing any Hardware and/or to modify the characteristics of its Hardware at any time, without prior notice and without this modification giving rise to the right to payment of any damages whatsoever.

Any statements, offers or descriptions made by ZYMOPTIQ and published on a website or in catalogues, lists, prospectuses or other advertising material are provided for information purposes only and do not constitute contractual commitments.

Differences of an aesthetic or technical nature may exist between the Equipment and the products presented in the price quotation or order confirmation. These differences, as long as they do not concern the essential characteristics of the Equipment and do not affect their quality, may not justify a cancellation of the order or a refusal by the Client to deliver or pay.

ARTICLE 4 - SOFTWARE

The software will be installed by ZYMOPTIQ on the accessories supplied with the Hardware.

The software associated with the Hardware is granted to the Client in the form of a non-exclusive, non-transferable user licence limited to the use specified in these GTC and/or any other contractual document. This licence is strictly linked to the hardware acquired and cannot be used on other equipment without prior authorization from ZYMOPTIQ.

Within the framework of maintenance or technical assistance, the Client accepts that ZYMOPTIQ may, with its prior authorization, access the software remotely via secure tools. The Client agrees to provide the necessary access to allow these interventions. ZYMOPTIQ guarantees that any remote access will respect applicable security standards and will be limited to operations necessary for maintenance or support.

The Client agrees not to reproduce, modify, decompile or distribute the software without the prior written authorization of ZYMOPTIQ, under penalty of immediate termination of the licence.

ARTICLE 5 - PRICES

The prices of the Equipment are communicated by ZYMOPTIQ to the Client and are based on the ICC 2020 Incoterms defined in the quotation and the order. If the Incoterm is not stipulated in the quotation or order, prices are expressed on the basis of the Incoterms 2020 @ DAP agreed place rule.

The prices of the Equipment are established in consideration of the economic conditions existing at the time the quotation is issued by ZYMOPTIQ. ZYMOPTIQ may modify prices up to the time of order confirmation to take account of variations affecting the economic conditions of its initial quotation.

The prices of the Equipment are defined exclusive of tax and increased by the applicable taxes, in particular, where applicable, the VAT in force on the date of invoicing. Any change in the applicable tax rate will automatically be reflected in the prices indicated.

The prices do not include the costs associated with the equipment and electronic communications required to use the Hardware, as these costs remain the responsibility of the Client.

Likewise, any tax, charge, customs duty or other sum payable (bank charges, exchange or transfer fees) in addition to the price, under French law or the laws of the importing country or of a country through which the Materials transit, will be borne by the Client.

For sales to professionals within the EU, products are invoiced exclusive of tax, subject to the Client's intra-Community VAT number being provided.

ARTICLE 6 - ORDERS

The order is materialized by the signature of the quotation issued by ZYMOPTIQ or by the order form issued by the Client and validated by return email by ZYMOPTIQ. In the event that the Client signs the quotation and at the same time issues an order form, the terms of the quotation will prevail in the event of contradiction or necessary interpretation.

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An Order accepted by ZYMOPTIQ cannot be cancelled by the Client. In the event of a cancellation request, the full amount of the Order will be payable by the Client.

ZYMOPTIQ reserves the right to refuse, cancel or suspend an Order and to express reservations in the following cases:

- When the Client has already encountered payment problems (non-payment or late payment) for one (or more) previous order(s), or in the event of an investigation revealing insufficient solvency on the part of the Client.
- When the Client is domiciled in a country or territory in which ZYMOPTIQ has previously granted exclusive sales rights to another professional, or in which ZYMOPTIQ is not authorized to distribute the Material.
- In the event of a failure by the Client to fulfil an obligation contained in these GTC or in the context of the existing commercial relationship.

ARTICLE 7 - PAYMENT TERMS AND LATE PAYMENT

Unless otherwise stipulated, invoices are payable in Euros, by bank transfer, or by any other legal means of payment approved by ZYMOPTIQ, within 30 days of the invoice date. All bank charges, collections or commissions are the responsibility of the Client.

ZYMOPTIQ reserves the right to request payment of a deposit payable on confirmation of the order, or payment in cash on confirmation of the order.

No discount will be granted for early payment.

Any delay in payment on the due date may lead, at ZYMOPTIQ's sole discretion, and without any formal notice, to 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.

ZYMOPTIQ may, if it deems appropriate, and without giving prior notice, take any legal action, suspend deliveries relating to orders in progress, or cancel confirmed orders to be executed, and this without prejudice to any other legal recourse. ZYMOPTIQ may unilaterally, after sending a formal notice, draw up or have drawn up an inventory of the Material in the possession of the Client, which undertakes, from the outset, to allow free access to its premises for this purpose, ensuring that identification of ZYMOPTIQ's Material is always possible.

In the event of cancellation of an order, any deposits paid by the Client will be retained by ZYMOPTIQ, without prejudice to any other damages that may be claimed.

ARTICLE 8 - DELIVERY AND INSTALLATION

8.1 Delivery

The terms of delivery of the Equipment, and in particular the Incoterm chosen by the parties, are defined in the Order. If the Incoterm is not defined in the Order, delivery will follow the rules of Incoterm 2020 @ DAP agreed place.

Delivery prices are indicative and may be modified at any time, before confirmation of the Order by ZYMOPTIQ, at its sole discretion.

Taking into account the hazards of transport linked to the origin of the Material (delay, transshipment, etc...), or the hazards impacting the manufacturing lead times of the Material, the delivery lead times communicated by ZYMOPTIQ cannot be firm and their non-respect cannot under any circumstances lead to the cancellation of the Order, nor the application of penalties and/or interest for late delivery and/or any indemnity whatsoever payable by ZYMOPTIQ.

It is the responsibility of the recipient Client to make any reservations in the presence of the driver on the duly dated and signed delivery slip, with confirmation to the carrier within three (3) days, not including public holidays, of delivery and to send a copy of this, together with the relevant delivery slip, by registered letter with acknowledgement of receipt to ZYMOPTIQ's head office within five (5) days of receipt of the Equipment, failing which the claim against ZYMOPTIQ will be barred.

8.2 Installation

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

At the end of this test, the Parties will sign an acceptance and compliance report.

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

ARTICLE 9 - CUSTOMS CLEARANCE AND DOCUMENTS

In the event that customs operations have to be carried out as part of the sale transaction, each party assumes responsibility for the customs formalities arising, in particular, from the Incoterm chosen for the sale.

Compliance of customs documents

The party responsible for the export or import formalities undertakes to provide, on

request, all the necessary customs documents, in accordance with the requirements of the customs and tax authorities. These documents include customs declarations, certificates of origin, invoices and packing lists.

Compensation

The Client will indemnify ZYMOPTIQ for any loss, penalty or cost related to non-compliance with customs or regulatory obligations.

Cooperation clause in the event of a customs inspection

The parties undertake to cooperate fully in the event of a customs inspection, in particular by promptly providing all the documents required and immediately notifying each other of any request by the authorities.

Import taxes and liability

The Client is solely responsible for customs clearance at destination, including the payment of taxes, duties and other formalities required.

ARTICLE 10 - INTELLECTUAL PROPERTY - CONFIDENTIALITY

The Client has no right to use the trademarks, logos, visuals or any other intellectual property rights appearing on the Hardware.

All drawings, models, mock-ups, clichés, photographic or typographical compositions, and more generally all documents or all information concerning the Material or entering into its conception remain the exclusive property of ZYMOPTIQ and may not be reproduced, copied or communicated to third parties without the latter's prior agreement.

The Client undertakes not to divulge any commercial information or technical document belonging to ZYMOPTIQ, nor know-how, nor formula, nor business secret whether it becomes aware of it during the course of the contract, inadvertently or from other sources. Failing this, ZYMOPTIQ will be entitled to damages for all losses incurred. It is expressly agreed that the term "Business Secret" means any information, including but not limited to formulas, practices, processes, designs, plans, models, specifications, programs, techniques, improvements, inventions (whether patentable or not), data, Client lists, projects, financial reports, strategies and other information not publicly disclosed, which has commercial value because it is secret.

ARTICLE 11 - RETENTION OF TITLE

The transfer of ownership of the Equipment is subject to full payment of the price, including costs and taxes, by the Client to ZYMOPTIQ. Notwithstanding the reservation of ownership clause, the Client

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bears all the risks that the Equipment may bear or cause as soon as it is handed over.

In the event of non-payment by the Client on the due date, ZYMOPTIQ may, without losing any of its other rights, demand the return of the Equipment at the Client's expense and risk.

ARTICLE 12 - GUARANTEE

12.1 Contractual guarantee

The Hardware is guaranteed for a period of twelve (12) months against any operating defect, from the date of installation (hereinafter the "Guarantee") within the limits set out in article 12.3 hereof.

It is agreed between the Parties that accessories to the Hardware are not covered by the guarantee.

In order to implement the Guarantee, the Client undertakes to notify ZYMOPTIQ of any breakdown, defect or non-conformity of the Hardware, as soon as it is noticed or presumed, by any means at its convenience, giving priority to email and/or telephone contact. The Client 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 jeopardise the right to repair or replace the Equipment 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, according to the symptoms most accurately reported by the Client. This pre-diagnosis may make it possible to characterise a definite case of breakdown and, where appropriate, to determine its nature and responsibility. ZYMOPTIQ may also decide to carry out an intervention on the Client's premises in order to diagnose the fault. If the defect is established within the framework of the Warranty, ZYMOPTIQ will benefit from a period of eight (8) weeks to decide, at its sole discretion, whether to repair or replace the defective Hardware.

12.2 Conformity guarantee

ZYMOPTIQ guarantees the conformity of the Material to the French and European regulations in force on the day of the order. ZYMOPTIQ will provide all the technical documentation, quality management system, and other documents useful for evaluating the conformity of the Material. Before the importation of the Material by the Client, the Client must ensure the regulatory compliance of the Material and the documentation with the applicable national requirements in order to avoid harmful consequences, the latter not being the responsibility of ZYMOPTIQ. If it becomes necessary to bring the Hardware or documentation into compliance, ZYMOPTIQ will provide the necessary assistance for this compliance, and will be

the only party authorized to intervene, at the Client's expense, on any compliance affecting the Hardware.

The Client will also ensure compliance with local regulations on software installation, data security and confidentiality.

12.3 Guarantee exclusions

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

- Damage or accidents caused by the Client's negligence;
- A lack of supervision or an act attributable to the Client or a third party;
- Maintenance not approved by ZYMOPTIQ or inappropriate maintenance carried out by the Client;
- Non-compliance with the instructions, prescriptions and recommendations for the conservation, verification and maintenance of the equipment made by ZYMOPTIQ; It is reminded that the standards and prescriptions of ZYMOPTIQ are generally included in the technical documentation supplied by the latter, or communicated on first request;
- Failure to comply with applicable safety and environmental regulations;
- Failure to comply with the conditions for implementing the Guarantee described above.
- Abnormal or improper use of the Equipment by the Client;
- Defects due to faulty storage (in an open, dusty, damp or corrosive environment, 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 Client;
- Intervention by the Client or a third party on the Equipment: installation or fitting that does not comply with the rules of the trade, modification, repair, addition of non-original or remanufactured spare parts without the express prior agreement of ZYMOPTIQ;
- Non-payment of the price by the Client; and
- More generally, cases of default resulting from a fault on the part of the Client.

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

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

12.4 Post-guarantee services

On expiry of the guarantee period, any intervention due to a breakdown or defect will be subject to an additional service charge. The costs of these services, including travel expenses, spare parts and labour, will be communicated to the Client prior to any intervention.

Post-guarantee interventions may include technical assistance, preventive or corrective maintenance, and, if necessary, repairs. Any request for intervention must be made by the Client in accordance with the terms and conditions specified by ZYMOPTIQ.

ARTICLE 13 - PERSONAL DATA

As part of the performance of this contract, the parties may be required to process personal data (as defined by Regulation (EU) 2016/679 of 27 April 2016, known as the "RGPD").

Each of the parties undertakes to comply with the applicable legislation on the protection of personal data and to take all necessary measures to guarantee the security and confidentiality of the personal data processed.

The data collected under this contract is used solely to manage the commercial relationship. This data will be kept for the duration of the contract and for as long as necessary to comply with legal or regulatory obligations.

Data subjects have the right to access, rectify, limit, object to and delete their personal data, which they may exercise by contacting: contact@zymoptiq.com

ARTICLE 14 - FORCE MAJEURE

In the event of a situation of force majeure, the parties cannot be held responsible in the event of non-performance or delayed performance of at least one of their respective obligations. Events beyond the control of the parties (events which they could not be required to foresee, avoid or overcome, in particular: fire, flood, war, riots, epidemics and pandemics, roadblocks, production stoppages due to fortuitous breakdowns, the impossibility of being supplied with raw materials, total or partial strikes (in particular energy suppliers, transporters...), government decisions, restrictions on market access, embargoes, severe bad weather, etc. In such circumstances, the party who establishes the situation of force majeure must notify the other party by e-mail, within

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24 (twenty-four) hours of the occurrence of the events, of the impossibility of performing its obligations. As a result, the respective obligations will be suspended for a period of 30 (thirty) days, without this leading to the payment of damages. If the event lasts for more than 30 (thirty) days from the date of its occurrence, the sales contract may be terminated by the most diligent party. This termination will take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said sales contract.

ARTICLE 15 - 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 the 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 CMAP in Paris before initiating any legal or arbitration proceedings.

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

In the event of termination of the contract for hardship, the parties undertake to return services already received as far as possible and to settle accounts between themselves in good faith for partially performed services.

ARTICLE 16 - APPLICABLE LAW - DISPUTES

These GCS are governed by French law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GTC.

In the event of any dispute arising in connection with the performance hereof concerning the validity, performance or interpretation of the contract, the Parties agree to meet within 15 (fifteen) days of the dispute arising in order 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 General Terms and Conditions of Sale and/or arising from any sale concluded between ZYMOPTIQ and the Client will be submitted to the competent jurisdictions of the place where ZYMOPTIQ's registered office is located, even in the event of multiple defendants or the introduction of third parties.

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