

# TERMS & CONDITIONS OF SALE

## Address :

ANATOSCOPE, Le Mistral, 40 rue de Pinville, 34000 Montpellier, France

Email : [contact@anatolog.com](mailto:contact@anatolog.com)

Siret : 81382343200048

## 1. SCOPE

These terms and conditions of sale (hereinafter the "T&Cs") constitute, in accordance with Article L.441-1 of the French Commercial Code, the basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which ANATOSCOPE provides its professional buyers who request its products (the "Products"). These T&Cs only apply to the supply of Products by ANATOSCOPE. Any provision of services will be governed by a contract or specific terms and conditions.

In the event of a contradiction between these T&Cs and the Customer's general conditions of purchase, the parties agree that the T&Cs shall take precedence in their entirety.

The specifications mentioned on the brochures, commercially printed media, documentation emanating from ANATOSCOPE are given for information purposes only and have only an indicative value. The Products are supplied in accordance with the specifications detailed by ANATOSCOPE in its quotes.

Any order of Products implies, on the part of the Customer, the acceptance of these T&Cs as well as the special conditions which may be appended to these T&Cs.

## 2. TERMS & DEFINITIONS

An **Order** means any order relating to ANATOSCOPE Products, as described in the catalogues, commercial offers proposed by ANATOSCOPE, and accepted in writing by ANATOSCOPE.

**Products** means Anatolog products consisting of a main unit and four sensors, that works using the Software.

**Software** means the software installed on the End User's computer and allowing communication with the Product.

**Website** means the website [<https://www.anatolog.com/>]

**Contract** means these T&Cs, the quotation and the Order form.

**Distributor** means the customers of ANATOSCOPE who have a distribution activity and who resell the Products to the End User.

**End User** means the person/s, ANATOSCOPE's customers or the Distributor's customers who buy the Products to use them.

**Customer**, we mean the End User and/or the Distributors, who buy the Products from ANATOSCOPE.

## 3. ORDERS

To place an Order, the Customer may contact ANATOSCOPE by e-mail or via the contact form available on the Website, specifying the following information:

- Name
- Invoice and shipment addresses
- Email address
- Phone number
- Product type
- Product quantity

After receipt of this request, ANATOSCOPE will send the Customer a quote which will serve as the basis for the Order.

The Order is only final when the Customer has accepted the quote and the Order has been accepted and validated in writing.

Orders transmitted and accepted by ANATOSCOPE are irrevocable for the Customer, unless otherwise accepted in writing by ANATOSCOPE. Any deposit paid remains with ANATOSCOPE except in the event of a refusal of the Order or failure by ANATOSCOPE to fulfill its obligations.

In the event that a Customer places an Order with ANATOSCOPE, without having paid for the previous Order, ANATOSCOPE may refuse to honor the Order and deliver the Products concerned, without the Customer being able to claim any compensation, for any reason, whatever it may be.

## 4. PRICE – PAYMENT TERMS

### 4.1 PRICE

The prices are exclusive of taxes (customs duties, VAT or other taxes). The prices are calculated on the basis of the laws, regulations, customs, taxes and duties in force on the date the Contract is entered into. They are defined in the quote sent by ANATOSCOPE to the Customer. The prices are fixed in euros unless expressly agreed between ANATOSCOPE and the Customer. ANATOSCOPE reserves the right to modify its prices at any time, after prior notification to Customers. The applicable prices are therefore those in force on the day of that the Contract was entered into.

The Customer undertakes to pay the prices under the payment conditions specified in the quote or the Order form.

### 4.2 LATE OR NON-PAYMENT

Payments to ANATOSCOPE may never be suspended or delayed, nor be the subject of any compensation whatsoever without prior written consent.

In the event of late payment on the due date, ANATOSCOPE may suspend all Orders in progress, without prejudice to any other course of action.

Any sum not paid on the due date will give rise to the payment by the Client of penalties set at the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation increased by ten (10) percentage points. The rate applicable during the first half of the year concerned will be the ECB rate in force on 1 January of the year in question and, for the second half, that in force on 1 July. Pursuant to Article L144-6 of the Commercial Code, these penalties are payable automatically, without a reminder being necessary.

Any non-performance, total or partial, by the Customer of its payment obligations or any delay, will result, without prejudice to any damages, in the payment of the lump sum recovery indemnity in the amount of 40 euros.

### 4.3 RETENTION OF OWNERSHIP

In accordance with Article L621-122 of the French Commercial Code, ANATOSCOPE retains ownership of the Products sold until payment, under the conditions set out in Article 4, of the full price including any additional costs by the Customer, even if payment terms are granted. Any clause to the contrary, in particular appearing in the general conditions of purchase of the Customer, is deemed non-existent.

By express agreement, ANATOSCOPE may exercise the rights it holds under this present clause, for any of its claims, on all of its Products in the Customer's possession, the latter being conventionally presumed to be those unpaid for, and ANATOSCOPE may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to rescind sales in progress.

The Customer takes responsibility throughout the duration of the retention of ownership, the risk of loss and deterioration of these Products, as well as the responsibility for the damage they could cause.

## 5. DELIVERY

### 5.1. DELIVERY TIMES

Product delivery times are given for information only.

Delays in delivery cannot give rise to any penalty or compensation, nor justify the cancellation of the Order.

### 5.2. TRANSPORT – RISKS TRANSFER

Prices are for packaged goods, ex-factory. The Customer will bear the transport costs for any delivery. Unless otherwise stipulated in the Contract, the INCOTERM used for all modes of transport (sea, road, rail, air) is Delivered At Place (DAP) Incoterms of the International Chamber of Commerce, 2020 edition.

### 5.3. COMPLIANT DELIVERY

The Products delivered are deemed to comply with the Order and with the characteristics agreed between the Parties. It is the Customer's responsibility to check the conformity of the Products delivered or picked up before signing any delivery document. This verification is considered to have been carried out once the Customer, or any person authorized to receive the package on his behalf, has signed the delivery document.

- In the event of finding an anomaly, the Customer must indicate his/her reservations directly on the delivery document.
- In the event of finding a serious anomaly (torn, open packaging, missing or damaged Products, etc.), the Customer must refuse the package and specify the reasons for his/her refusal on the delivery document.

The Customer must confirm his/her reservations made within three (3) working days following receipt of the Product(s) at the following address: [contact@anatolog.com](mailto:contact@anatolog.com).

If the Customer has not had the opportunity to actually check the good condition of the package, he/she has a period of ten (10) days following receipt of the Products to notify his/her reservations. Any complaint made outside these deadlines cannot be accepted.

When, after inspection, an apparent defect or a missing item is actually found, ANATOSCOPE undertakes to reimburse or exchange the Products. To do this, the Customer will send in writing to [contact@anatolog.com](mailto:contact@anatolog.com) or registered mail with acknowledgment of receipt to the following address: ANATOSCOPE, Le Mistral, 40 rue de Pinville, 34000 Montpellier, within fifteen (15) days of the delivery or withdrawal of the Product(s), any complaint relating to the non-compliance of a Product with respect to its Order and will specify on this occasion its choice between a reimbursement or exchange. Any complaint made outside this period cannot be accepted.

In all the cases referred to in this article, the return of the Products can only be accepted for complete Products, in their original state and provided that the Customer has previously contacted ANATOSCOPE and obtained its agreement both for the return itself, and on the financial and operational terms, obtained in particular by fax or e-mail.

In any case, the responsibility of ANATOSCOPE can in no case be called into question for damages suffered during transport, destruction, damage, loss or theft, even if it has chosen the carrier.

## 6. PRODUCT WARRANTY - EXCLUSIONS

### 6.1 LEGAL GUARANTEE FOR HIDDEN DEFECTS

In accordance with the legal provisions in force relating to hidden defects when the Product received has a defect, the Customer may implement the guarantee against hidden defects within a period of two (2) years from the discovery of the defect. The Customer must then prove in particular that the defect existed at the time of purchase, that it was hidden and that it renders the product unusable.

Within the framework of the legal guarantee against hidden defects, the Customer can choose between the cancellation of the sale or a reduction in the sale price.

In the event of apparent defects in the Products delivered, any complaint, whatever its nature, relating to the Products delivered to the Customer, will only be accepted by ANATOSCOPE if it is made via the online ticket procedure or by email, in the period of fifteen (15) days following receipt of the goods.

No return of Products may be made for the Customer without the prior express written consent of ANATOSCOPE. For the implementation of the legal guarantees, please contact our After-Sales Service at [contact@anatolog.com](mailto:contact@anatolog.com).

### 6.3 DISCLAIMER OF WARRANTY

Defects and deterioration of the Products delivered resulting from abnormal storage conditions at the Customer's premises, in particular in the event of an accident of any kind whatsoever, are excluded from the guarantee.

The same will apply to defects and deterioration caused by normal wear and tear, by an external accident, negligence, malicious intent, defective and/or abnormal implementation or use of the Products and/or not in accordance with the conditions of use of ANATOSCOPE and/or protection and safety standards and/or regulations in force, or even by the intervention of third parties, or by exceptionally harsh conditions of use.

In addition, any guarantee is excluded for incidents relating to fortuitous events or force majeure.

## 7. RIGHT OF WITHDRAWAL

In principle, the professional buyer does not have the right of withdrawal within the meaning of the Consumer Code. However, and in accordance with the provisions of Article L221-3 of the Consumer Code, when the Customer is a professional (i) who concludes the contract off-premises, (ii) the conclusion of this contract does not fall within his/her main field of activity and (iii) the number of employees employed is less than or equal to five, the professional has a right of withdrawal, under the same conditions as the consumer. It will be subject to the conditions of withdrawal of the special conditions attached hereto.

## 8. COMPLAINTS AND REPORTS

The Customer who has received complaints or reports from health professionals, patients or users relating to alleged incidents related to the Products that he/she has made available immediately transmits this information to ANATOSCOPE.

The Customer keeps a register of complaints and non-conformities of the Products and keeps ANATOSCOPE informed of these follow-up activities. The Customer agrees to provide ANATOSCOPE with any information relating to these subjects at the request of ANATOSCOPE.

## 9. TRACEABILITY

In accordance with Article 25 of the EU Regulation 2017/745, the Customer cooperates with ANATOSCOPE to achieve an appropriate level of traceability of the Products.

The Customer is able to identify for a period of 10 years, from the last date of availability on the market by the latter of one of the Products, any customer to whom it has directly supplied the device.

## 10. MATERIOVIGILANCE

In the context of security information for one of the Products, the Customer undertakes to implement without delay the instructions transmitted by ANATOSCOPE on its processing.

The Customer maintains a register of safety notices, recalls, withdrawals of the Products and keeps ANATOSCOPE informed of these follow-up

activities. The Customer agrees to provide any information relating to these subjects at ANATOSCOPE's request.

## 11. LIABILITY

Except for the Countries listed below, ANATOSCOPE shall not be held liable in the event that the Product does not comply with the legislation of the country in which the Product is marketed by the Customer or used by the End User. The Countries for which the Products are approved are: Member States of the European Economic Area and Countries having signed a Mutual Recognition Agreement with the European Union and having aligned themselves with the EU Regulation 2017/745 on Medical Devices.

ANATOSCOPE cannot be held liable for any direct or indirect damage caused, during the performance of the Contract, by a fortuitous event or force majeure.

In any event, and regardless of the basis of its liability, ANATOSCOPE shall under no circumstances be required to indemnify neither immaterial damage, nor indirect damage, nor damage that was unforeseeable at the time of the conclusion of the sales contract with the Customer.

For all damages combined, ANATOSCOPE's liability is limited to the reimbursement of the Products in question.

## 12. INTELLECTUAL PROPERTY

The sale of Products to the Customer does not entail for the latter the transfer of intellectual property rights to the Product and its manufacturing process, which remain the property of ANATOSCOPE.

## 13. SOFTWARE LICENSE

Since the Software is necessary for the proper use of the Product, ANATOSCOPE grants the Customer a non-exclusive, non-transferable and sublicensable right to use the Software for the entire duration of use of the Product.

The End User may only use the Software in accordance with the documentation and license agreement provided by ANATOSCOPE.

## 14. DATA PROCESSING

Pursuant to Law No. 78-17 of January 6, 1978 relating to data processing and freedom, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, the information requested to the Customer are necessary for the processing of their Order and are intended solely for the services of ANATOSCOPE.

Information about data collection can be found in the Privacy Policy on the Website.

However, it is recalled that the Customer has a right of access, opposition, rectification of information concerning them. On request, they can be communicated to them and, in the event of an error, or modification, be rectified. Under no circumstances will the Customer's personal data be transmitted or sold to a third party without ANATOSCOPE having first obtained their consent.

## 15. FORCE MAJEURE

In the case of events of force majeure as defined in Article 1218 of the French Civil Code, ANATOSCOPE will notify the Customer in writing, in particular by fax or e-mail, within seventy-two (72) hours of the date of occurrence of the events, the contract binding ANATOSCOPE and the Customer will be automatically suspended without compensation, from the date of occurrence of the event.

This termination will be effective on the date of first presentation of the registered letter with acknowledgement of receipt breaking the aforementioned sales contract.

## 16. ATTRIBUTION OF JURISDICTION

The election of domicile is made by ANATOSCOPE at its registered office.

Any dispute concerning the application of the T&Cs and their interpretation, their execution and the sales contracts concluded by ANATOSCOPE, or the payment of the price, will be brought before the commercial court of the registered office of ANATOSCOPE, regardless of the place of the Order, delivery, payment, and method of payment, and even in the event of a warranty claim or multiple defendants.

The attribution of jurisdiction is general and applies, whether it is a main request, an incidental request, an action on the merits or a summary, unless otherwise stipulated in these T&Cs or under the special conditions.

## 17. MARKETING

The Customer grants ANATOSCOPE the non-exclusive, non-transferable and free right to use its name and logo, for informational purposes. ANATOSCOPE may, for example, use the Customer's name on its website and its presentation documents.

## 18. RENUNCIATION

The fact that ANATOSCOPE does not avail itself at a given time of one of the present clauses cannot be considered as a waiver to avail itself of these same clauses at a later date.

## 19. APPLICABLE LAW

Any question relating to these T&Cs as well as to the sales they govern, will be governed by French law to the exclusion of any other law and international conventions, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG).

## 20. DEVELOPMENTS

These T&Cs are by nature evolutionary.

ANATOSCOPE remains free to make any changes to the aforementioned T&Cs as long as it informs the Customer in advance by any means.

The modifications considered come into force thirty (30) days after ANATOSCOPE has informed the Customer.

## 21. DISASSEMBLING

ANATOSCOPE does not authorize the distributor to disassemble the AnatoLog kits that have been sold and delivered to it. This includes the AnatoLog medical device as well as the accessories and consumables delivered.