

GENERAL TERMS AND CONDITIONS

I - GENERAL INFORMATION

The purpose of these general terms and conditions of sale ("GTC") is to govern the contractual relationship between NOVAIR ("the Seller" or "NOVAIR") and your organization as a professional customer (distributor or end user) ("the Buyer") concerning orders for products manufactured and/or distributed by NOVAIR (hereinafter the "Products") and the performance of all associated services for the delivery and/or installation/commissioning of the Products, entered into between the Seller and the Buyer (the "Parties").

II - CONTRACTUAL DOCUMENTS - DURATION

2-1) Contractual documents

The GTC shall consist of this document and shall be sent to the Buyer with each Order, together with the commercial offer. They may be electronically enlarged and the Seller shall also make the GTC available to the Buyer in another format upon request. The GTC shall prevail over the Buyer's general terms and conditions of purchase.

Placing an order implies the Buyer's agreement to the provisions of the GTC. No special condition may, unless formally accepted in writing by the Seller, prevail over these GTC. If any provision of the GTC is found to be null and void, it shall be deemed unwritten and shall not invalidate the other provisions.

The fact that the Seller does not at a given time avail itself of any of the provisions of the GTC shall not in any way be interpreted as a waiver on its part to avail itself of them at a later date.

2-2) Entry into force - Duration

The GTC come into force as of the placing of each order. Orders are deemed to have been placed in accordance with the terms and conditions set out in article 4-1) of these terms and conditions. The GTC shall remain in force for the duration of the execution of the orders, with the exception of the provisions which by their nature continue after the execution of the orders, namely in particular the provisions of the articles "Liability", "Confidentiality", "Intellectual Property" and "Guarantees".

III - CONTACT PERSON - INFORMATION

3-1) Contact person at the Buyer

It is the Buyer's responsibility to involve in the Order process one or more employees who have the technical knowledge and skills required to handle the specific characteristics of the Products, and who are able to identify and resolve, in collaboration with the Seller, any difficulties that may arise in relation to the Products and their installation and maintenance.

3-2) Training - know-how - non-competition

The Buyer may receive training from the Seller regarding the terms and conditions of use, installation and maintenance of the Products. The Buyer shall not use the training and transfer of know-how to design and/or develop products competing with the Products, whether for his own use or for distribution, whether free of charge or for a fee.

In general, any Buyer acting as a distributor is prohibited from distributing products that compete with the Products in France and in the country or countries to which the Products are shipped by the Seller to the latter, for the duration of the contractual relationship.

The Buyer acknowledges that these provisions are decisive for the contractual relationship between the Parties.

3-3) Information

The Buyer is considered a qualified and informed professional who must ensure that the Products ordered are suitable for the requirements and functions desired. The Buyer is deemed to have been able to ask the Seller any questions and to have received from the Seller any answers and information on the Products prior to the order.

The presentations, leaflets and advertising documents of the Seller have an indicative value. The photographs of the products are not contractual. Any documentation whatsoever relating to the Products may be subject to change and updating without notice from the Seller.

IV ORDERS

4-1) Order taking

The Seller reserves the right, from the moment of receipt of an order, to accept it, reject it or express reservations within 10 working days. Orders are deemed to have been placed and finalized upon acceptance of the order by the Seller. The acceptance of the order is materialized by the sending of an acknowledgement of receipt of the order by email to the Buyer.

The minimum order is 150€ HT

4-2) Order modification

The terms of the orders transmitted to the Seller are firm and final for the Buyer. Any modification of an order requested by the Buyer shall be assessed on a case-by-case basis and shall be subject to written acceptance by the Seller in order to be validated, it being understood that certain Products are manufactured exclusively to order by the Seller and contain specifications specific to each Buyer. In the event of an order modification, the deadlines and financial conditions initially agreed upon may be modified.

4-3) Refusal of order

In the event that the Buyer places an order with the Seller without having paid for the previous order(s), the Seller may refuse to honor the order, without the Buyer being able to claim any compensation whatsoever, for whatever reason.

V - PROVISION & DELIVERY

5-1) Deadlines

The availability, delivery or installation times indicated by the Seller are given as an indication to the Buyer, the Seller doing his best to respect them.

In any case, the Seller's compliance with the deadlines implies that the Buyer himself complies with his obligations towards the Seller.

Unless formally agreed in writing between the Parties, no delay - whatever it may be and whatever the consequences - may give rise to any claim for damages, proceedings and/or action against the Seller, in particular for compensation for any prejudice whatsoever, to the cancellation of the order or contract and/or to the application of penalties, notwithstanding the existence of any clauses to the contrary in the Buyer's purchasing conditions. The delivery periods that may be accepted by the Seller shall be suspended by operation of law in the event of any event beyond the Seller's control that results in a delay in delivery, and in particular in the event of force majeure, as defined in the article "Force majeure" below.

5-2) Provision - Delivery - Transfer of risks

The handing over of the goods at the factory shall be considered as equivalent to the actual dispatch, in particular with regards to the terms and conditions of payment and the passing of risk to the Buyer. The recipient must immediately and completely check the goods received.

The Products may be delivered by the Seller or any third party appointed for this purpose. The transfer of risks then takes place as of the delivery of the Products to the Buyer, materialized by a delivery note given to the Buyer.

In case the Buyer is in charge of the transport of the Products, he is informed by the Seller of the date of availability of the Products. The risks of theft, loss or deterioration of the Products, as well as any damage they may cause, are incumbent on the Buyer from the time of collection of the Products by the latter or by any carrier of his choice. The Buyer undertakes, therefore, to take out an insurance policy covering the risks of loss, theft or destruction of the designated goods, in particular during their transport to their destination.

5-3) Reserves

Any reservations about the goods must be made by the Buyer or any person representing him on the delivery note and confirmed by registered letter with acknowledgement of receipt to the carrier and to the Seller within 72 hours of the delivery. In the event of damage or partial loss of the Order, it is the Buyer's responsibility, in accordance with Article L.133-3 of the French Commercial Code, to make any reasoned protest to the carrier upon receipt of the Products, with a copy to the Buyer within a maximum period of 72 hours from the delivery of the Products (not including public holidays), by extrajudicial act or registered letter. All returns of delivered Products must be made to NOVAIR's head office, after acceptance by the Seller, materialized by the communication to the Buyer of an RMA (Return Merchandise Authorization) number. The Products must be returned in good condition and in their original packaging, complete and accompanied by a copy of the delivery note or a document certifying the date of delivery by the carrier.

VI - RETENTION OF TITLE

The transfer of ownership of the Products takes place upon full payment of their price, in principal and accessories. If the price is not paid in full by the agreed due date (cf. art. 8.3 - Payment), the Seller may take back the Products at the Buyer's expense, the sale will be automatically cancelled if the Seller sees fit, and the down payments already made will be retained by the Seller in return for the Buyer's use of the Products.

The payment of the price of the Products does not result in the transfer of NOVAIR's intellectual and/or industrial property rights relating to the Products or its know-how.

VII - GUARANTEES

7-1 Duration and Scope

The warranty period for the Products ordered is that stated in the commercial offer given to the Buyer.

Otherwise, the new products sold are guaranteed for a period of 12 (twelve) months from the date of delivery, spare parts are guaranteed for 6 (six) months from the date of delivery and this in all cases subject to having been used in a normal way by the Buyer and perfectly maintained in accordance with the instructions of the Seller.

In all cases, the warranty is limited to the repair or replacement of parts found to be defective by the Seller, with the exception of labor, disassembly, removal, reassembly and travel costs, which shall be borne exclusively by the Buyer, unless otherwise agreed between the Seller and the Buyer. No other damage is covered by the warranty.

The warranty does not apply:

- elements which, by the nature of their materials or function, are subject to wear,
- in case of damage or accident caused by an installation or use that does not comply with good engineering practice and/or the technical specifications indicated in the order and/or by the manufacturer,
- failure to comply with the installation, use and maintenance instructions and, in general, with any advice and/or opinion given to the Purchaser by any means whatsoever,
- poor monitoring, storage or maintenance,
- modification or intervention by the Buyer or a third party on the product without the prior written consent of the Seller and in particular with non-original parts and/or consumables.

The allegedly defective parts will be kept by the Buyer at his own expense and made available to the Seller. In the event of a return request, they will be sent back to the Seller's headquarters free of charge. Any part recognized as defective by the Seller will be replaced free of charge from the factory or repaired in the Seller's workshop. The immobilization of the defective material cannot in any case give rise to any compensation whatsoever to the benefit of the Buyer.

The time required to detect the problem, repair, modify or replace the parts during the warranty period shall not have the effect of extending the warranty period. The guarantees apply exclusively to Products for which the price has been paid in full to



the Seller. The Buyer may not take advantage of a request for the application of one or other guarantee to suspend or defer his payments.

7.2) Hidden defects

The Products are covered by a warranty against latent defects in the event of a redhibitory defect existing at the time of sale and rendering the Product unfit for the use for which it was intended, provided that the Purchaser establishes proof that serious defects existed at the date of purchase and that they render the purchased Product unusable or greatly diminish its use.

Any claim based on hidden defects of the Products sold must be made to the Seller by registered letter with acknowledgement of receipt within 48 hours of the discovery of the hidden defects by the Buyer and within one month of the date of delivery / availability of the Products by the Seller.

In addition to the cases of exclusion referred to in the article "Liability", it is specified that this guarantee is excluded if the Buyer knew or was able to know of the defect at the time of ordering the Products or of their provision/delivery.

VIII - SAFETY AND POST-MARKETING SURVEILLANCE OF PRODUCTS

Some Products qualified by the regulations as "medical devices" are subject to the requirements of MDR 2017/745.

In the event of a quality problem that renders the Products not compliant with the requirements of the Regulations, NOVAIR will take any preventive or corrective action or withdrawal of the Products required to stop the problem as soon as possible and will notify Buyer in writing with acknowledgement of receipt.

Buyer agrees to a) notify Seller promptly in writing with acknowledgment of receipt of any incidents and/or safety hazards relating to the Products, b) complete and return to Seller any post-marketing surveillance (PMS) questionnaires relating to the Products that Buyer may send to Seller, during the life of the Products, and at the intervals and times requested, c) respond to any request from Seller to comply with applicable regulations. The Buyer acknowledges the importance of compliance with these obligations to the Seller.

IX- FINANCIAL CONDITIONS

9-1) Prices

The prices of the Products appear in the Seller's order acknowledgement. The Prices are established by the Seller in consideration of its scales and the specificities of each order.

Prices are net, excluding taxes, ex works of the Seller, unless otherwise agreed. Any delivery, installation, commissioning and maintenance costs for the Products may be invoiced in addition according to the conditions of the commercial offer.

The Prices are revisable according to the variation of the costs of their constituent elements and the currency of payment. Any tax, duty or other service to be paid in application of the French legislation or that of an importing country or a country of transit and all modifications of these between the date of the order and that of the invoice are at the expense of the Buyer.

9-2) Invoicing

Any order is the subject of an invoice sent to the Buyer as soon as the sale is completed, in accordance with the provisions of article L.441-3 of the Commercial Code.

9-3) Payment

The Products are payable in cash, from the time of delivery or collection of the Products, unless the Parties agree otherwise on a payment schedule. In any case, the payment of the price of the Products shall be deemed to have been made upon full payment of the price.

Payment of any balance, and, if applicable, removal of the Products by the carrier selected by Buyer, shall be made within a maximum of 4 weeks from Seller's written notice of availability to Buyer. After this period of 4 weeks, the Seller may charge the Buyer a storage fee at a daily rate of 0.05% of the order amount. After 8 weeks of storage, the sale may be cancelled by operation of law for breach of contract by the Seller, after a letter of formal notice to pay the balance and to remove the goods, even if sent by email, stating the Seller's intention to invoke this clause and which has not been immediately followed by action. Any deposit paid by the Buyer will then be retained by the Seller as damages.

Any delay on the part of the Buyer in receiving the goods may result in the invoicing of additional costs incurred by the Seller, in particular for the storage of the Products awaiting reception.

9-4) Late payment

In the event of late payment of invoices, and in accordance with the law, a late payment penalty equal to 3 times the legal interest rate in force and 40 euros for collection costs will be applicable to the amount including VAT of the price appearing on the invoice. This penalty is applicable by right by the Seller, without prior notice, without prejudice to any other action that the Seller may be entitled to take against the Buyer for the damage suffered as a result of the delay.

The payment of all other sums due by the defaulting Buyer shall become immediately due. If the Buyer fails to pay, the Seller shall benefit, for the Products whose price has become due, from the right of repossession as a consequence of the deferred transfer of ownership, as provided for and arranged in Article XI below under the heading RESERVATION OF OWNERSHIP.

In the event of default by the Buyer, the sale not fully paid for shall be cancelled by operation of law at the Seller's discretion, after a formal notice to pay, stating his intention to avail himself of this clause and which has not been immediately followed by action. The Seller shall be entitled to take back the Products at the Buyer's expense, in addition to any damages for loss suffered by the Seller as a result of such termination.

In the event of non-payment of an invoice that has fallen due, after formal notice to pay has remained without effect within 48 hours of the first presentation of the registered letter with acknowledgement of receipt, the Seller reserves the right to suspend all current and/or future deliveries.

X - LIABILITY

The Seller undertakes to take all necessary care in the execution of orders and to make its best efforts to supply Products (including all associated delivery and/or installation services) corresponding to the best state of the art and not defective. However, NOVAIR cannot guarantee that the Products will be free of hidden defects, and will function without non-conformity or malfunction.

10.1) Exclusion

Seller excludes all liability for any consequential damages suffered by Buyer, its employees, subcontractors, sub-purchasers or third parties as a result of the Products sold, such as, but not limited to: (i) loss or damage suffered as a result of claims by a third party, (ii) loss of sales, operations, profit, savings, business opportunity, or investment. Likewise, no recourse or challenge may be made against the Seller, and no damages may be claimed from him under any pretext in the event of disputes arising between the Customer and his own Customers.

10.2) Limitation of liability

The Seller's liability under the contractual relationship between the parties may only be incurred for direct damages that have been proven, to the exclusion of all other damages or losses of any kind: In any event, in the event that NOVAIR's liability is accepted, the total amount of compensation that NOVAIR may be required to pay to the Buyer, for all damages combined and whatever the cause, may not exceed the amount of the sums paid, or which should have been paid at the time of the occurrence of the damage, by the Buyer in exchange for the Products in question, and this, whatever the legal basis of the claim and the procedure used to bring it to a conclusion.

It is specified that the guarantees mentioned in the article "Guarantees" of the present contract shall not apply and NOVAIR's liability shall not be sought in particular in the event of malfunctioning of the Products linked to a) a case of force majeure as defined in the present contract, b) when NOVAIR has complied with the standards to which the Products are subject, c) in the event that the Products comply with scientific and technical knowledge, d) in the event of a fault on the part of the Purchaser or the user (for example, in the event of the incorporation of elements (components, etc.) or the use of the Products with a different purpose.) or use of the Products with products not supplied or approved by the Seller and/or in the event of use, installation or maintenance not in accordance with the Seller's instructions or installation, use or storage of the Products in an environment of the Buyer that is unsuitable for the Products or that is defective (volume, electrical network, temperature, etc.), e) in the event of normal wear and tear of the Products, f) in the event of an act of a third party. The Purchaser acknowledges that the provisions of this article are determinative of his consent and that the above limitations are in no way derogatory and must be understood in the light of the general scheme of the Contract.

This section shall survive the termination, judicial resolution or expiration of the contractual/order relationship for any reason whatsoever.

XI INTELLECTUAL PROPERTY

All signs, logos, and other distinctive marks on Products and all documents transmitted by Seller to Buyer are the exclusive property of Seller. The Buyer agrees not to make any use of these documents and any signs, logos and other distinctive marks that may infringe the Seller's industrial and intellectual property rights. These Conditions do not imply any transfer of patent license or any other industrial or intellectual property rights from the Seller to the Buyer.

All the technical documents given to the Purchaser remain the exclusive property of the NOVAIR Group (and therefore of its entities and subsidiaries), which is the sole owner of the intellectual property rights on these documents, and must be returned to it at its request.

The Buyer may not claim any exploitation rights, in particular the rights of reproduction, representation, translation, adaptation and marketing, on all media and for all modes of exploitation.

The Buyer who would have knowledge of an infringement of trademarks and patents or, more generally, of industrial and/or intellectual property rights held by the Seller shall immediately inform the latter by e-mail confirmed by registered letter with acknowledgement of receipt.

The Buyer also undertakes to respect all the industrial and/or intellectual property rights of NOVAIR and more generally of the NOVAIR group, of which he declares that he is fully aware.

The Buyer shall inform the Seller by e-mail, confirmed by registered letter with acknowledgement of receipt, as soon as he becomes aware of it and at the latest within 48 hours, of any dispute, demand and/or legal action brought against him in matters of industrial and/or intellectual property concerning the Products and shall not take any action without having previously informed the Seller who shall be solely entitled to direct the proceedings and to decide on any action to be initiated or implemented. If Buyer incurs any costs in connection with any type of proceedings in which Seller may be involved and on the basis of which Buyer may believe it has a claim for damages, and without prior agreement with Seller, Buyer shall bear such costs without being entitled to claim any reimbursement of the amounts incurred.

XII FORCE MAJEURE

The occurrence of a case of force majeure may suspend the execution of the contractual obligations of the Seller.

Force majeure is any event beyond the control of the Seller that impedes its normal operation at the stage of manufacture or shipment of goods.

In particular, cases of force majeure include total or partial strikes that hinder the proper functioning of the Seller's business or that of one of its suppliers, subcontractors or carriers, as well as interruptions in transportation, energy supply, raw materials or spare parts.

In such circumstances, the Seller shall notify the Buyer, in writing, within 24 hours of the date of occurrence of the events, and the contract between the Buyer and the Seller shall be suspended automatically, without compensation, from the date of occurrence of the event.

XIII CONFIDENTIALITY - PERSONAL DATA

13.1) Confidentiality

Each party shall refrain from disclosing, to any third party whatsoever, any confidential information relating to the other party, except with the prior written authorization of the other party and except with an official request for communication of documents from an administrative or judicial authority. This obligation of confidentiality shall continue for a period of three (3) years from the delivery of the products. In particular, all personal data, the agreed financial terms and conditions, as well as any information that may be indicated as "confidential" to the other party shall be considered as confidential information.

It is specified that unless the Buyer expressly disagrees, the Seller is authorized to mention its contractual relationship with the Buyer in its communication on all media.

13.2) Protection of personal data

Each Party undertakes to comply with the regulations in force relating to the protection of personal data ("**Personal Data**").

NOVAIR, as a processor within the meaning of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF THE EUROPEAN UNION of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("RGPD") and of the Act of 6 January 1978 n°78-17 as amended, undertakes to process the Buyer's Personal Data only for the purposes of orders, the legal basis being the contractual relationship with the Buyer. The Personal Data collected, archived, transferred by the Seller are the contact details of the Buyer's employees communicated in the context of orders. The Buyer accepts that the Data may be processed by NOVAIR's employees and any subcontractors involved in the context and for the needs of its activity (Internet host, etc.), and this for the applicable legal period. The Buyer has the right to access, rectify, portability and deletion of data concerning him/her. To exercise these rights, the Buyer should contact NOVAIR at the following e-mail address: contact@novair.fr or by post to the Seller's head office for the attention of the Personal Data Manager, with a copy to the Buyer's usual contact.

XIV SOCIAL REGULATIONS - NON-SOLICITATION OF PERSONNEL

14-1) Social regulations

The Seller declares that he respects the labor law and undertakes to provide the Buyer with all documents requested by him in application of the regulations applicable to concealed work and clandestine work (extract k. Bis extract, URSSAF certificate.)

14-2) Non-solicitation

Buyer agrees not to hire or employ, directly or indirectly, Seller's personnel for two (2) years from the date of the last Order without Seller's express written consent.

In the event of a breach of this obligation, the Seller reserves the right to claim damages from the defaulting Buyer for the loss suffered, the amount of which shall not be less than one year's gross salary of the personnel concerned.

XV TERMINATION

This Agreement may be terminated by Seller in the event of Buyer's failure to perform any or all of its obligations. Such termination shall be effective upon formal notice to Buyer by Seller by registered letter with return receipt requested, which shall remain unanswered for ten (10) days. Termination shall not affect the Seller's right to demand payment of overdue and unpaid invoices, as well as all incidental costs, in addition to claiming damages for any prejudice suffered.

It is expressly agreed between the Parties that the sections "Intellectual Property", "Confidentiality", "Liability" and "Non-Solicitation of Personnel", as well as all rights and obligations which, by their nature or by virtue of the provisions applicable thereto, extend beyond the termination date of the Contract, shall survive the termination of the Contract for any reason whatsoever, including in the event of termination or cancellation.

XVI DISPUTES - JURISDICTION

IN THE EVENT OF A DISPUTE RELATING IN PARTICULAR TO THE NEGOTIATION, INTERPRETATION, EXECUTION, SUSPENSION OR TERMINATION OF THESE TERMS AND CONDITIONS, THE PARTIES UNDERTAKE FIRST AND FOREMOST TO SEEK A DIRECT AMICABLE SOLUTION. IN THE ABSENCE OF AGREEMENT, THE PARTIES AGREE TO CALL UPON A MEDIATOR APPROVED BY THE MEDIATION AND ARBITRATION CENTRE OF PARIS (CMAP) BEFORE ANY LEGAL ACTION.

IF SUCH A SOLUTION CANNOT BE FOUND, THE DISPUTE WILL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PONTOISE, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES.

XVII APPLICABLE LAW

The contractual relations between the parties are subject to the French regulations in force.

XVIII CORRESPONDENCE

Documents in electronic form, exchanged between the Parties, will be considered as proof provided that the person from whom they originate can be duly identified.