

Article I. General

For consumers covered by consumer protection laws or regulations in their country of residence, the benefits conferred by this agreement are in addition to any rights and remedies granted by such laws and regulations, and you are invited to consult the Citizens Advice Service in your country of residence for further information on these. In addition :

- (i) Delmont imaging reserves the right to modify these conditions at any time.
- (ii) No agent or employee of Delmont imaging is authorized to modify the terms and conditions governing any transaction.
- (iii) If any of the aforementioned conditions is found to be invalid or unenforceable by any court or tribunal of competent jurisdiction, such condition shall be limited or eliminated to the minimum extent necessary and replaced by a valid provision that best embodies its intent, so that the conditions remain in full force and effect.
- (iv) No third party beneficiaries: These conditions shall not be construed as conferring any rights or remedies upon any third party.

Article II. Obtaining after-sales service

To obtain an after-sales service offer from Delmont imaging, you must contact Delmont imaging's after-sales service department via the usual channel indicated on our website. It will then be determined whether :

- (i) Your service request can be resolved directly by phone or email.
- (ii) Your request requires an on-site intervention. In which case a date will have to be determined with our services.
- (iii) Your request requires the return of the product to our after-sales service. In this case, an RMA (Return Merchandise Authorization) form will be sent to you, and you must return your product to the address indicated on the form, enclosing it with the product.

Article III. Product returns

Delmont imaging may provide you with a prepaid packing slip if Delmont imaging determines that your product qualifies for return mail service. If Delmont imaging does not provide you with a prepaid packing slip, you must pack and ship your product yourself to Delmont imaging's repair department. You must also insure your package against the risk of damage or loss in transit. Before returning the product, you must reprocess it in accordance with its instructions for use and enclose proof of this with the RMA form.

Article IV. Service offers

Upon receipt of the goods, or during our on-site intervention, Delmont imaging will carry out a diagnosis of the product and will first determine whether the warranty offered by law and Delmont imaging (GT010) applies. If this is not the case, Delmont imaging will provide you with an estimate for out-of-warranty service. Service is considered to be "out of warranty" when, in accordance with our commercial warranty:

- (i) Your product is no longer covered by the Delmont imaging warranty, nor by the law.
- (ii) The problem you are reporting has been caused by accidental damage or unauthorized modifications, or the accidental damage or unauthorized modifications in question prevent Delmont imaging from resolving the problem you are reporting.

Article V. Type of after-sales service

In the case of after-sales service orders, Delmont imaging will intervene on your products as described in the cost estimate communicated to you by way of a service quotation. Delmont imaging will provide these services according to one of the options below, and will choose the method according to the circumstances, in particular according to the type of Delmont imaging product:

- (i) Standard exchange service: if Delmont imaging determines that the standard exchange service applies to your product, Delmont imaging will send a replacement product with the same specifications to the address you have indicated.
- (ii) Repair Service: If Delmont imaging determines that the Repair Service applies to your product, Delmont imaging will make the necessary repairs directly to your product and perform the services described. In this case, Delmont imaging may install system software updates as part of the service that will prevent your product from reverting to an earlier version of the system software.

Article VI. Exclusions and diagnostic costs

Delmont imaging may return your product without repair and charge you a diagnostic fee (including shipping or on-site service) if Delmont imaging inspects your product and determines that :

- (i) Your product does not require repair.
- (ii) The failure of your product results from incompatibility with the data or software residing or stored in it.
- (iii) Repair is required due to unauthorized modification, faulty parts not supplied by Delmont imaging or the Delmont imaging brand, misuse.
- (iv) You refuse repair based on Delmont imaging's revised cost estimate.
- (v) The repair cannot be carried out because the serial number has been altered, distorted or removed.

Article VII. Parts and labor

In providing repair service for your product, Delmont imaging may use new or reconditioned parts or products that are like new in terms of performance and reliability. Delmont imaging will retain ownership of the replaced part or exchanged product during the repair service, and the replacement part or product will belong to you. Replaced parts and products are generally repairable and will be exchanged or repaired by Delmont imaging at their value.

Article VIII. Subcontractors

Delmont imaging may subcontract the repair of your product to another service provider appointed by Delmont imaging.

Article IX. Price

Delmont imaging strives to offer you competitive prices on products and services. The total price of your order includes the price of the product or service on the day your order is processed. Delmont imaging reserves the right to modify the displayed price of products and services at any time and, in particular, to correct pricing errors.

Article X. Delivery

Delmont imaging can provide you with an estimate of when the replacement product will be shipped. Once your order is ready for

shipment or has been shipped, Delmont imaging cannot change the destination address.

Article XI. Cancellation

As soon as a service order is accepted, Delmont imaging initiates the service and, as a result, the order can no longer be cancelled or retracted.

Article XII. Payment

Payment terms are set by Delmont imaging at its sole discretion and, unless otherwise agreed by Delmont imaging, all payment information must have been received prior to acceptance of the order by Delmont imaging.

Article XIII. Refunds

Subject to the provisions of Article XVIII liability below, Delmont imaging does not issue refunds for service orders.

Article XIV. Customer responsibility

- (i) During the repair order procedure, you must provide a description of the problem affecting your product so that Delmont imaging can understand and reproduce it.
- (ii) It is your responsibility to back up all existing data and to delete all existing data prior to any repair. Delmont imaging cannot be held responsible for the loss, recovery or endangerment of data or programs, nor for the impossibility of using the equipment as a result of repairs provided by Delmont imaging.
- (iii) You certify that your product contains no personal data or illegal files.

Article XV. Disclosure of unauthorized modifications

During the repair order procedure, you must inform us of any unauthorized modifications you have made to your product, or of any repairs or replacements not carried out by Delmont imaging or an authorized representative. Delmont imaging assumes no responsibility for product damage occurring during the repair procedure due to unauthorized modifications or repairs or replacements not performed by Delmont imaging or an authorized representative. In the event of damage, Delmont imaging will ask you to assume the additional costs of repair, even if the product is covered by a warranty. If you decline to pay, Delmont imaging may return your damaged product unrepaired without liability.

Article XVI. Product discontinuation

In the event that your product is abandoned, Delmont imaging may dispose of it in accordance with applicable legal provisions. Delmont imaging reserves all legal rights and privileges on the product deposited in reparation for unpaid charges. A product is considered abandoned in the following situations:

- (i) If the repair estimate is not accepted within one hundred and eighty (180) days from the date it was first sent, Delmont imaging will attempt to contact you for approval. And, if you do not request in writing the return of the unrepaired product within three hundred and sixty (360) days from the date of the repair estimate, then Delmont imaging will notify you of your abandonment of the product at the address provided.

- (ii) Upon acceptance of the quotation, Delmont imaging will deliver your repaired or replacement product to the address provided by you when you accepted the repair. If the product is returned to Delmont imaging because delivery could not be made to the address provided, Delmont imaging will attempt to contact you for an alternative delivery address. If you do not provide an address to which Delmont imaging or its agent can deliver your product within ninety (90) days after the first delivery attempt, Delmont imaging will notify you at the address provided of your abandonment of the product.

Article XVII. Data transfer service

If your product is capable of storing data or other information ("DATA"), Delmont imaging may attempt to transfer said DATA to a replacement device. It is possible that DATA may be lost during repair. In this case, Delmont imaging assumes no responsibility for the loss of DATA. As part of the DATA transfer service, whether or not Delmont imaging succeeds in transferring the Data from the original device to the replacement device, Delmont imaging will erase all DATA on the original device. You must make and retain a separate backup copy of the DATA contents of the device, remove all personal information you wish to protect and disable all security passwords. It is possible that DATA may be lost, replaced or reformatted during repair. In this case, Delmont imaging and its agents assume no responsibility for the loss of DATA or other information contained in the device.

Article XVIII. Repair warranty

For all repair orders, Delmont imaging guarantees that :

- (i) repairs carried out will conform to their description for a period of ninety (90) days following the date of repair,
- (ii) all products and parts used in the repair will be free from defects in material or workmanship for a period of one hundred and eighty (180) days from the date of repair

This warranty is expressly limited. If a non-conforming repair is performed or if a problem related to the replacement part or product occurs during the applicable warranty period, Delmont imaging may, at its discretion,

- (i) carry out the repair as described,
- (ii) repair or replace the part or product with new or like-new parts or products in terms of performance and reliability, or
- (iii) reimburse the sums paid to Delmont imaging for repairs.

Article XIX. Warranty exclusions

Unless the law of your country of residence provides otherwise, the warranties, conditions and remedies expressly set forth in this agreement are exclusive and in lieu of all other covenants, warranties, conditions, provisions, obligations and representations, whether oral or written, statutory, express or implied. Delmont imaging disclaims and excludes all covenants, warranties, conditions, provisions, obligations and representations, statutory or implied, in any way related to or arising out of this agreement, including any implied warranties, warranties of merchantability, satisfactory quality, care, skill or fitness for a particular purpose.

Article XX. Limitation of liability

If you are a consumer, you may have certain additional rights regarding the services and products provided under this agreement. For more information about your rights, please contact

the consumer protection authority in your country. Except as covered by these rights, Delmont imaging excludes all liability beyond the remedies set forth in this agreement, including, without limitation, any liability related to product unavailability, lost profits, lost business, lost, corrupted or compromised data or software or the provision of repairs. Except as expressly provided in this Agreement, Delmont imaging shall not be liable for any indirect, special or punitive damages, even if Delmont imaging has been advised of the possibility of such damages, nor for any claim by any third party whatsoever. You acknowledge that in the event of liability related to the purchase of a product, Delmont imaging's liability for damages shall be limited to the amount of your order and shall not exceed. In matters involving patients, liability for personal injury or death and liability for fraud may exceed liability for loss caused by negligence and, in such cases, Delmont imaging will not seek to avoid liability.

Delmont imaging does not authorize any variation or modification of this Agreement. Delmont imaging shall not be liable for any failure or delay in performance of service or delivery of product or replacement product resulting from events beyond its reasonable control.

Article XXI. Applicable law

Our sales are governed by French law. Any dispute arising from a sale shall be subject to the exclusive jurisdiction of the courts of Marseille, France.

Article XXII. Waivers

Delmont imaging's failure to insist upon or enforce strict performance of this Agreement shall not be construed as a waiver by Delmont imaging of any provision or any right to enforce these rules, and no course of conduct between Delmont imaging and you or any other party shall be deemed to modify any provision contained in these terms.

Article XXIII. Personal data

In application of the regulations applicable to the protection of personal data, information corresponding to personal data concerning natural persons working within the Customer's structure may be collected on the occasion of the formation and execution of the sales contracts which are the subject hereof and will be the subject of computer processing by Delmont imaging, the data controller, for the purposes of administrative, accounting and commercial management of its customers. The processing of this data for the above-mentioned purposes is necessary for the performance of the sales contracts entered into.

The data is intended for Delmont imaging's authorized departments. Data will be kept in the European Union for the time strictly necessary to achieve the above-mentioned purpose.

Any individual concerned has the right to access, rectify, delete and suppress the data collected, as well as the right to data portability, the right to be informed in the event of data piracy and the right to be informed about the use of such data, which rights may be exercised directly with Delmont imaging, 297 Av du Mistral, 13600 La Ciotat, France or by e-mail at the following address: dpo@delmont-imaging.com. Customers also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), notably via its website www.cnil.fr or by post. All Delmont imaging customers are free to oppose any commercial prospecting on their part.

Article XXIV. Entire Agreement, force majeure.

This Agreement governs transactions relating to services accepted by Delmont imaging. No other written or oral conditions apply.