

Article I. General

Unless otherwise agreed in writing, these general terms and conditions of sale (hereinafter the "GTCs") apply without restriction or reservation to all sales of products and services by our company (hereinafter "Delmont imaging") to a customer (the "Customer"). Any order therefore implies full and unconditional acceptance of the GTCs. They are, where applicable, supplemented by special conditions drawn up by mutual agreement between Delmont imaging and the Customer (hereinafter the "CPV"). The GTC and SCC cancel and replace all other documents issued by Delmont imaging as well as any contrary stipulation appearing in the Customer's general terms and conditions of purchase. If any condition is deemed illegal or unenforceable by law, it will be deemed unwritten and the legality or enforceability of the remaining conditions will not be affected.

Delmont imaging may amend the GTC at any time by giving two months' notice. Any modification shall not affect orders already accepted or executed.

Article II. Ordering

All orders must be sent by the Customer and must be in the form of a written order form or a signed quotation from Delmont imaging. Any order is analysed as an irrevocable promise to purchase subject to the GTCs. It is confirmed in writing as soon as possible. Any subsequent change to the order requested by the Customer and notified in writing to Delmont imaging by the Customer will only be taken into account if it is accepted in writing by Delmont imaging.

Article III. Technical clause

The customer acknowledges having received all necessary information concerning the technical characteristics of the products or services ordered. It is the customer's responsibility to verify the specifications of the products ordered, their suitability for the customer's needs and their compliance with local regulations. Delmont Imaging cannot be held responsible for any misuse or technical incompatibility not previously reported.

Article IV. Terms of payment

All orders must either be accompanied by payment or by the provision of a guarantee, unless otherwise stipulated. In the latter case, invoices are payable within 10 days of acceptance of the order by Delmont imaging. Any invoice not paid in full or in part by the due date stated on the invoice will be subject to collection. Any delay in payment will give rise, by way of late payment penalty, to interest calculated on the basis of the refinancing rate of the European Central Bank in force on the date of payment shown on the invoice, increased by 10%, without prejudice to any claim for damages relating to this delay. This penalty will be deducted automatically from any sum owed to Delmont imaging by the Customer.

Any Customer who is in arrears is also automatically liable to pay a fixed indemnity for collection costs of 40 euros.

Failure to pay a single instalment will entail forfeiture of all sums due, for whatever reason, by the Customer to Delmont imaging, without prejudice to the right of Delmont imaging to suspend or cancel, after having sent the Customer a registered letter with

acknowledgement of receipt, any order in progress. In the event of cancellation, the advance payments received will be retained as a penalty clause.

Article V. Interest on arrears clause

In the event of late payment, default interest will automatically be applied from the day following the due date, at the legal rate in force, without the need for a reminder. A fixed indemnity of €40 for collection costs will also be payable, in accordance with legal provisions.

Article VI. Delivery times

Products are deliverable ex works in accordance with the EX-Works Incoterm published by the International Chamber of Commerce. Delivery shall be deemed to have been made when the products are made available at the agreed place and in accordance with the agreed terms. Deliveries are made according to availability and in the order in which orders are received. Delivery times are indicated as accurately as possible but are only given as an indication. Under no circumstances may exceeding the delivery time give rise to the award of damages or the cancellation of an order. In the event of force majeure, delivery will be deferred accordingly; the following events in particular are considered to be force majeure: war, fire, flood, strikes or other industrial disputes, accidents, natural disasters, government orders or requirements, interruption, obsolescence or shortage of materials, means of transport or energy supply.

Article VII. Transfer of risk - acceptance

The products travel at the Customer's risk, and the Customer must check the condition of the products upon receipt. Upon delivery of the products, the Customer must carry out any inspection and verification necessary to ensure that they comply with the order and that their condition is satisfactory.

The Customer must, if necessary, by registered letter with acknowledgement of receipt, make the necessary reservations with regard to the carrier within a period of three (3) days, not including public holidays, following the date of delivery of the products in accordance with the provisions of article L133-3 of the French Commercial Code or with regard to Delmont imaging within a period of eight (8) days following the delivery of the products, by registered letter with acknowledgement of receipt.

In the event that, given the nature of the product, the defect cannot be discovered during the above verification, the complaint must be sent in the same form within eight (8) days of the discovery of the said defect. In the absence of such complaints, the products shall be deemed to have been delivered in good condition, and the Customer shall then be presumed to have waived all claims. The Customer may not, therefore, take advantage of any apparent defects in the products.

It is the Customer's responsibility to provide any justification as to the reality of the defects or anomalies observed.

Article VIII. Commercial guarantee

Delmont Imaging offers a commercial guarantee, the characteristics of which are detailed in a specific document made

available to the Customer on request and also available on the Delmont Imaging website.

Article IX. Retention of title clause

The transfer of ownership of the products sold takes place when the price is paid in full. The Customer is obliged to take out insurance covering the risks relating to products delivered and unpaid for.

If payment is not received by the due date, Delmont imaging will be entitled to demand the immediate return of the unpaid products. Any delay in restitution will automatically incur a penalty equal to 1% of the price of the products unduly retained, per day of delay. In the event that the Customer is the subject of insolvency proceedings, the Customer undertakes to inform Delmont imaging of this by registered letter with acknowledgement of receipt, within fifteen days of the pronouncement of the judgment establishing the state of cessation of payments, in order to enable Delmont imaging to reclaim its products. To this end, the Customer must ensure that it is always possible to identify the products on its premises.

Article X. Acceleration clause

In the event of total or partial non-payment of an invoice on its due date, and after formal notice has remained unsuccessful for a period of 15 days, all sums due by the customer shall become immediately payable, without prejudice to late payment interest and collection costs. The seller also reserves the right to suspend or cancel orders in progress.

Article XI. Personal data

Pursuant to 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 performance 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 the administrative, accounting and commercial management of its customers. The processing of this data for the aforementioned purpose is necessary for the performance of the sales contracts entered into.

The data is intended for use by Delmont imaging's authorised departments. The 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 this 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. They also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), in particular on its website www.cnil.fr or by post. Any Customer of Delmont imaging is free to oppose any commercial prospecting on its part.

Article XII. Applicable law-Jurisdiction

Our sales are governed by French law. Any dispute relating to the interpretation, performance or termination of these terms and conditions shall be submitted to the exclusive jurisdiction of the Marseille Commercial Court, even in the event of multiple defendants or third-party claims.