

# General Terms and Conditions of Sale

*These terms and conditions are current as of April 19, 2024.*



## **Article 1 - General information**

These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods concluded by Takabio LLC having its registered address at 2711 Centerville RD STE 400, Wilmington, DE 19 808 (hereinafter the "**Company**" or the "**Vendor**") with customers in the course of their professional activity (hereinafter the "**Customer**" or the "**Buyer**"). These GTCS fully apply to all sales contracts for products distributed by the Company (hereinafter the "**Product**") concluded between the Company and the Customer, unless otherwise agreed in writing between the parties.

They appear on the Company's website, are associated with each order confirmation and are printed on the back of each invoice and/or invoice statement.

The act of placing an order or accepting the goods ordered implies the Customer's full and unreserved acceptance to these GTCS, to the exclusion of any other documents such as brochures or catalogs, which are and can only be indicative.

The fact that the Company does not refer at a given time to the present GTCS cannot be interpreted as a waiver of the right to apply the said conditions at a later date.

## **Article 2 - Ordering**

All orders must be the subject of a written document issued by the Buyer and formalized by any means (including e-mail), as well as the list and quantity of Products ordered, and the date and place where they are to be made available; consequently, orders placed verbally by the Buyer must be confirmed by the Buyer in writing to the Vendor to enable the Vendor to analyze the order. Any order made by the Buyer or transmitted by a representative of the Vendor is valid only after confirmation by the Vendor, materialized by the sending to the Buyer of an acceptance document issued by the Vendor with the present GTCS attached, the whole being deemed to be the sales contract. In the absence of a written return from the Buyer, this sales contract will apply in accordance with the present GTCS.

Any modification or cancellation of the order cannot be taken into consideration, except with the written agreement of the Vendor. Acceptance of the order by the Company results from the delivery of the Products to the Customer.

All orders imply acceptance of the GTCS.

## **Article 3 - Transport and Delivery**

3.1. Delivery times and transport times are given for information only, and do not constitute any commitment on the part of the Vendor. The Vendor cannot be held liable in the event of delay or suspension of delivery attributable to the Customer or in the event of force majeure.

3.2. In the event of delivery to a warehouse, it must be easily accessible without danger or risk. The Vendor cannot be held responsible for any damage caused by the transport vehicle as a result of a difficult access and/or unsuitable field.

3.3. Transport and delivery are governed by the Incoterm chosen by the parties and the consequences arising therefrom.

The Buyer is obliged to check the apparent condition of the Products on delivery, and in particular the identification of the Products (trade name), the quantities, the good condition, the number of packages, the weight, etc... In the absence of reservations expressly made by the Buyer at the time of delivery, the Products delivered by the Company will be deemed to conform in quantity and quality to the order.

The Buyer shall have a period of 48 hours from delivery and receipt of the Products to make such reservations in writing to the Vendor. No claim may be validly accepted in the event of failure by the Buyer to comply with these formalities, and in particular with the aforementioned time limit.

The Vendor will replace as soon as possible, and at its own expense, any delivered Products whose lack of conformity has been duly proven by the Buyer and accepted in writing by the Vendor. The Buyer must return the Products he has refused, in their original packaging or container.

## **Article 4 - Order processing**

Orders are only processed according to Product availability; the Company can decide partial or total deliveries.

Deliveries are made by direct handover of the Products to the Customer, or by delivery of said Products, in a sealed parcel, by a shipper or carrier to the Customer's address. The parcel is usually accompanied by a delivery note or invoice.

Deliveries are made to the Customer's premises, who is obliged to accept them. The obligation, requested by the Customer to the Vendor, to deposit the parcel(s) in any other unlocked location, due to absence or due to the closure of the Customer's premises, discharges the Company from all liability in the event of theft, damage, or accident.

## **Article 5 - Non-fulfilment of the order**

The occurrence of a force majeure event has the effect of suspending the execution of the Company's contractual obligations. Cases of force majeure include natural disaster, war, riots, fire, total or partial strikes, accidents, technical incidents, or any other similar event which prevent the Company from obtaining supplies and operating.

## **Article 6 - Returns**

All Product returns must be the subject of a formal agreement between the Company and the Customer. Any Product returned without this agreement will be kept at the Customer's disposal and will not give rise to the issue of a credit note.

All returns accepted by the Company will result in the creation of a credit note for the benefit of the Customer after qualitative and quantitative verification of the Products by the Company, or one of its agents, and on condition that said



Products are accompanied by the corresponding proof(s) of order.

In all circumstances, no Product returned unfit for sale will be taken back on more advantageous terms than those granted to the Company by its supplier.

The costs and risks of return shipment shall be borne by the Customer.

#### **Article 7 - Warranty**

7.1 The Vendor takes the utmost care to ensure the quality of the Products it distributes, which are covered by the relevant manufacturers' legal warranties. The Buyer assumes all risks and responsibilities resulting from the resale, use or implementation of the Products, alone or in combination with others. The present warranty is therefore granted under the express condition that the Products are used by the Buyer or the sub-buyers of the Products with care and in accordance with their intended purpose.

7.2 As a professional, the Buyer acquires the said Products knowingly, being fully informed of the characteristics, effects, reactions and developments of the Products acquired from the Vendor. The Buyer's information is further clarified by the technical documents made available by the Vendor describing the characteristics and performance of the Products and their packaging, storage and use conditions. The Buyer is therefore exclusively responsible for the selection, use and suitability of the Products ordered for the Buyer's needs, and in particular for the conditions in which the Products are to be stored and used. In particular, the Vendor shall be fully exonerated from any liability relating to :

- Unsuitability of the Products ordered for the Buyer's needs,
- Use of the Products ordered by the Buyer in a context that does not correspond to the characteristics, performance and conditions of use of said Products.

7.3 The Company's sole and exclusive obligation under its warranty is limited to the replacement or repair, at its discretion, of the Product found to be defective by the persons in charge of examining the Product in question, to the exclusion of compensation for any other direct or indirect loss, whether personal, material or immaterial, and in particular for any loss of use, and any loss of profit suffered by the Customer or its assigns, or any sub-buyer of the said Product. In addition, the Company's total liability, and the guarantee owed to the Customer where applicable, shall in any event be expressly limited to the amount, exclusive of tax, paid by the Customer for the purchase of the Products covered by the order.

#### **Article 8 - Retention of title**

8.1. The Company retains ownership of the Products sold until full payment of the price, in principal and accessories. The transfer of ownership to the Buyer takes place only after full and effective receipt of the agreed price.

8.2. The Company reserves the right to reclaim Products - or the price of Products - sold and unpaid.

#### **Article 9 - Payment and late payment**

9.1. Unless otherwise agreed in writing between the Vendor and the Buyer, invoices are payable at the Company's registered office within 30 days net from the date of issue, by bank or postal cheque, bill of exchange or LCR, or bank transfer, the related bank charges being borne by the Customer in all cases.

9.2 Any sum not paid by the due date shown on the invoice will automatically incur late payment penalties without prior notice. These are calculated from the first day of delay until the day of actual payment and are equal to the application to the sums due of an interest rate equal to 3 times the French legal interest rate. These penalties are payable after receipt by the Customer of a notice by registered letter with acknowledgement of receipt informing him that the Company has charged them.

9.3 Failure to pay all or part of the price by the due date shall result in the immediate payment of all sums due to the Company, even if not yet due, and whatever the method of payment. In addition, any supply of Products is suspended ipso jure 48 hours after formal notice to pay has been served by registered letter with acknowledgement of receipt, which has remained unsuccessful, without the Customer being entitled to claim reimbursement of any advance payments made or to any compensation whatsoever. Lastly, any costs incurred for the collection of unpaid invoices shall be borne exclusively by the Customer, without prejudice to any damages that the Company may claim.

9.4 Any deterioration in the Customer's credit rating may justify a revision of payment terms and/or the requirement of cash payment and/or the provision of a guarantee.

#### **Article 10 - Applicable law and Disputes**

10.1. This GTCS and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this GTCS must be instituted in the federal or state courts located in Wilmington, County of New Castle, Delaware. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties expressly agree that the Vienna Convention on the International Sale of Goods dated April 11, 1980 is not applicable to these GTCS.