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## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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### 1. INTRODUCTION

- 1.1. The terms and conditions of purchase and sale set out herein ("**Terms and Conditions**") shall apply to all contracts for the procurement and supply of goods ("**the Goods**") and services ("**the Services**") by the Supplier to FEURY IMAGE GROUP, its subsidiaries and any company in the FEURY IMAGE GROUP ("**the Company**"), including where the contract has arisen from a purchase order ("**Purchase Order**") issued by the Company and accepted by the Supplier, including any such Purchase Order issued by the Company in response to a quotation from the Supplier.
- 1.2. The Company and the Supplier shall collectively be referred to as "**the Parties**" and "**Party**" shall refer to any one of them.

### 2. WHOLE AGREEMENT

- 2.1. The agreement between the Parties comprises of (a) these Terms and Conditions and (b) the provisions of any Purchase Order (collectively "**the Agreement**").
- 2.2. The Agreement is the sole record of the agreement between the Parties and may only be varied or waived in a written, signed document between the Company and the Supplier. Where however the Parties have concluded and signed a principal contract, the terms as contained in such contract shall take precedence over these Terms and Conditions.
- 2.3. The Supplier's standard terms and conditions and/or those contained in the Supplier's credit application, notwithstanding their reference to or inclusion in any quotation, order, invoice, or otherwise, shall not be binding on the Company.
- 2.4. No undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement and/or any Purchase Order shall be binding on either of the Parties.
- 2.5. The Parties agree that the Supplier is an independent contracting party and that the Agreement does not constitute a contract of agency, representation, employment or partnership with the Supplier. The Supplier shall not incur any liability whatsoever for or on behalf of the Company.

### 3. PURCHASE ORDERS

- 3.1. Purchase Orders will be system generated and placed by the Company electronically or by faxing or emailing a copy thereof to the Supplier, and may contain details of the goods ordered (including the specification), details of the Services to be rendered (including scope of service and service levels) and confirmation of the Price.
- 3.2. Should there appear to be any discrepancy or ambiguity in description or quantities in a Purchase Order, the Supplier shall immediately submit the matter to the Company for its decision before proceeding to execute the Purchase Order.
- 3.3. Amendment to the Purchase Order shall be subject to the Company's prior written approval and the Supplier's acceptance. No amendment to a Purchase Order will be valid unless agreed to in writing by both Parties and incorporated in a revised and duly issued Purchase Order.
- 3.4. Purchase Orders may be cancelled by the Company at any time provided that the Company shall pay the Supplier for costs reasonably incurred up to the date of cancellation. The Supplier will use all reasonable and practical endeavours to mitigate its losses in this regard.

### 4. PRICE AND PAYMENT

- 4.1. The price for the Goods and/or Services ("**the Price**") shall be the price specified in the Purchase Order and shall be paid to the Supplier in the amount as indicated therein. Unless expressly stated to the contrary in the Purchase Order:
  - (a) the Price shall be exclusive of VAT and shall include standard packaging, delivery and installation (where applicable).
  - (b) no additional charges of whatever nature shall be recoverable from the Company unless the Supplier has, prior to the execution of the Purchase Order, obtained the Company's agreement in writing on such additional charges.
- 4.2. Price amendment shall be subject to agreement and acceptance by the Company in writing. Should the Purchase Order be issued on a basis of "price to be advised or agreed" or "estimate price", "subject to change" or any other similar description, the Purchase Order shall stipulate the agreed terms applicable in this respect.

- 4.3. No invoice shall be binding on the Company unless supported by a valid Purchase Order issued by the Company.
- 4.4. Payment shall be made in accordance with the terms in the Purchase Order.

## **5. OWNERSHIP AND RISK IN AND TO THE GOODS**

- 5.1. Where the Goods will be **delivered** by the Supplier:
  - (a) Ownership of and risk in and to the Goods shall pass to the Company upon the physical delivery or the installation thereof at the Company's premises as set out in the Purchase Order.
- 5.2. Where the Goods will be **collected** by the Company:
  - (a) Ownership of and risk in and to the Goods shall pass to the Company upon the physical collection thereof by the Company.
- 5.3. The Company shall have the right to inspect the Goods and to measure progress on the execution of the Services at all reasonable times and to reject Goods and/or Services that do not comply with the terms of the Agreement. Any inspection, checking or approval by the Company shall not relieve the Supplier from any obligation under the Agreement.

## **6. WARRANTIES BY SUPPLIER**

- 6.1. The Supplier warrants that (a) the Services will be rendered in an efficient, workmanlike, prompt, professional, hygienic and safe manner, in accordance with good industry practice and (b) the Supplier shall exercise that degree of skill, care and diligence which could reasonably and ordinarily be expected from a skilled and experienced operator complying with all applicable laws, engaged in the same or a similar type of undertaking.
- 6.2. The Supplier warrants that its premises, its production and packaging systems, processes, machinery, facilities, Goods, Services, ingredients and materials comply with all relevant laws and industry standards, special dietary certification (where applicable), including, without limitation, all laws relating to foodstuffs, food safety, consumer protection, occupation health and safety, and environmental laws.
- 6.3. The Supplier warrants that Goods shall (unless otherwise stated in the Purchase Order) be new, merchantable, of agreed quality and description, in working order, fit for their intended purpose and free from contaminants, defects in materials, workmanship and design and shall be usable and durable for a reasonable period of time.
- 6.4. The Supplier warrants that the Goods are not subject to any lien, hypothec, pledge, mortgage, notarial bond, judicial attachment or other encumbrance and that the Supplier is entitled to transfer ownership thereof to the Company.
- 6.5. The Supplier warrants that there are no circumstances, facts or reasons which are known, or ought to be known by the Supplier, which should have been disclosed to the Company and which would have influenced the Supplier's decision in appointing the Supplier to supply the Goods and/or Services.

## **7. SUPPLIER'S GENERAL OBLIGATIONS**

The Supplier shall:

- 7.1. furnish the Company with copies of all relevant certification in respect of special medical requirements e.g. PPC and medical equipment and shall comply with the requirements of the relevant authorities and bodies in respect of such certification.
- 7.2. refrain from any conduct which may be detrimental to the image, good name and reputation of the Company;
- 7.3. supply the Company with any information or documentation relating to the Goods and/or the Services which it requires within a reasonable time, including any reports which may be requested from time to time in the manner, format and frequency required; and
- 7.4. comply with all applicable laws including relevant statutes, ordinances, by-laws and regulations having any bearing on the Agreement and will obtain all necessary licenses, permits and approvals that it requires to perform its obligations and shall ensure that its employees do the same;
- 7.5. take all reasonable steps to ensure that Goods and/or Services are delivered timeously without any undue delay acknowledging that time is of the essence in the performance of its obligations under this Agreement.
- 7.6. The delivery of the Goods / Services shall take place as specified by Company in the Purchase Order. Any specified time limits are of the essence and binding. Without prejudice to any rights of Company, Supplier shall immediately give notice to Company if it becomes aware or

anticipates that (a) it will be unable to supply any Goods / Services at the agreed time; (b) the Goods / Services do not comply with the Agreement;

- 7.7. If any Goods / Services do not comply with the Agreement for any reason Company may, at its discretion:
- (a) reject the non-conforming Goods / Services;
  - (b) terminate the Contract in whole or in part;
  - (c) require Supplier to re-supply conforming Goods / Services in place of any non-conforming Goods / Services at Supplier's risk, cost and expense;
  - (d) require Supplier to repair the non-conforming Goods or procure such repair itself through an alternative supplier;
  - (e) require Price reduction;
  - (f) source replacement Goods /Services from an alternative supplier, and Supplier shall promptly pay to Company the difference between the Price and the purchase price(s) agreed with the alternative supplier; and
  - (g) claim damages and specific performance

## **8. INDEMNITY**

The Supplier indemnifies and absolves the Company from any claims, damages, losses and any other liability (whether jointly or individually) arising from any cause whatsoever or based on any ground of liability (including liability without fault) to the extent that such liability is attributable, whether wholly or in part, to any defect or deficiency in any of the Goods/Services supplied by the Supplier or is due to the Supplier's failure to comply strictly with the provisions of this Agreement and/or applicable laws. The indemnification further applies to any claims by a third party based on a defect in specialized advice or safety materials provided by Supplier.

## **9. PRIVACY AND DATA PROTECTION**

- 9.1. The Supplier shall at all times during the performance of its obligations in terms of these this Agreement ensure that (a) no data collected from any person during the supply of the Goods/Service is sold, disclosed, commercially exploited, or used in any way other than as expressly authorised by the Company and (b) ensure that it processes data for only the express purpose for which it was obtained.
- 9.2. The Supplier consents to the collection, processing and further processing of its personal information (including personal information contained in electronic communications) by the Company for the purposes of implementing this Agreement and facilitating the supply of Goods and/or Services.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. The Supplier warrants that its supply of Goods and/or Services to the Company does not infringe any intellectual property rights and hereby indemnifies and holds harmless the Company against any loss, damages or expense sustained by the Company as a consequence of any breach of this warranty.
- 10.2. Any and all intellectual property owned, developed or acquired by a Party prior to this Agreement coming into effect shall remain the sole and exclusive property of the Party who is the lawful proprietor thereof and any and all rights of the Parties in terms of this Agreement shall be subject to the other Party's intellectual property rights.

## **11. CONFIDENTIALITY**

The Supplier agrees to treat as strictly confidential the operations, business and affairs of the Company and not to divulge any information relating thereto to any third party, agent or employee without the prior written consent of the Company, save as is required by law.

## **12. BREACH**

- 12.1. In the event of either Party breaching any of its obligations under the Agreement, and such Party failing to remedy such breach within a period of fourteen (14) days of receipt of written notice from the aggrieved Party calling upon it to do so, the aggrieved Party shall be entitled without further notice to (a) cancel the Agreement and/or cancel the Purchase Order and (b) claim specific performance, in either event without prejudice to the aggrieved Party's rights to claim damages or to enforce any other remedy to which it may be entitled whether in terms of the Agreement or in law.
- 12.2. In addition the Company shall be entitled to cancel the Agreement and/ or any Purchase Order forthwith if:

- (a) the Supplier is either provisionally or finally wound-up/sequestered or seeks to make a compromise with its creditors; or
  - (b) the Supplier is provisionally or finally liquidated, is placed under judicial management or becomes financially distressed; or
  - (c) the Supplier commits a breach of the Agreement which cannot be rectified; or
- 12.3. In the event of any legal proceedings against the Supplier, the Company shall be entitled to recover its legal costs on an attorney-and-client scale.

### **13. FORCE MAJEURE**

- 13.1. "**Force Majeure Event**" means an event that prevents or delays a Party from being able to perform an obligation other than the payment of money under this Agreement, where such event would constitute force majeure, such as wars, insurrections, strikes, acts of God, governmental actions or controls, water restrictions or other causes beyond the control of a Party;
- 13.2. Should any Party be prevented by reason of Force Majeure from performing its obligations in terms hereof, then such failure shall not be regarded as a breach of its obligations in terms hereof provided that:
- (a) the Party hereto subject to Force Majeure shall give prompt notice to the other Party hereto of the nature and estimated duration of the Force Majeure concerned;
  - (b) the Parties hereto shall co-operate and collaborate together and use all reasonable efforts to overcome the Force Majeure concerned and/or nullify its effect; and
  - (c) any suspension of performance within the provisions of the above shall be limited to the period during which such inability shall exist and the period of this Agreement shall be interrupted by the period of such suspension.
- 13.3. If the aforementioned inability substantially or permanently prevents the continued performance by either Party of its obligations in terms of this Agreement for a period exceeding fourteen (14) consecutive days, then either Party shall be entitled, by giving notice in writing, to terminate this Agreement in respect of any of its obligations still to be performed hereunder.

### **14. NOTICE**

- 14.1. Any notice will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

### **15. GENERAL**

- 15.1. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 15.2. Each of the provisions of the Agreement shall be considered as separate terms and conditions. In the event that the Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of such legislation or otherwise held to be illegal, invalid or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if such illegal, invalid or unenforceable provision was not a part hereof.
- 15.3. IN NO EVENT WILL COMPANY BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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### INTRODUCTION

The terms and conditions of purchase and sale set out herein ("Terms and Conditions") shall apply to all contracts for the procurement and supply of goods ("the Goods") from FEURY IMAGE GROUP, its subsidiaries and any company in the FEURY IMAGE GROUP ("the Company" or "we" or "us") to the Customer ("Customer" or "you").

The Company and the Customer shall collectively be referred to as "the Parties" and "Party" shall refer to any one of them.

### **1. Scope of Applicability**

**1.1** These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by us notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

**1.2** We reserve the right to change these GTCs at any time. We will give you thirty calendar days' notice of any changes by posting notice on our website.

### **2. Offers, Purchase Orders and Order Confirmations**

**2.1** All offers made by us are open for acceptance within thirty calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.

**2.2** All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on us unless and until confirmed by us in writing (including email).

### **3. Prices and Terms of Payment**

**3.1** The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.

**3.2** Unless expressly stated otherwise in our order confirmation, payment for goods shall be made as provided for in our correspondence with you without offset or deduction.

**3.3** We may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.

**3.4** If you fail to pay any invoice within thirty calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate

delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the grace period. Further, we may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.

**3.5** Title to goods delivered shall remain vested in us and shall not pass to you until the goods have been paid for in full. If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may retake the goods covered by the invoice. You must insure all goods delivered to their full replacement value until title to the goods has passed to you.

#### **4. Terms of Delivery and Late Delivery**

**4.1** Delivery dates (if any) stated by Company are estimates only and the time of delivery shall not be of the essence and cannot be made so, by any act or notice of Customer.

**4.2.** Company shall not be liable in any manner whatsoever to Customer for any non-delivery or late delivery, for whatever reason or for any loss (whether direct or indirect) including without limitation, any consequential loss or lost opportunity arising (whether directly or indirectly) from any non-delivery or late delivery of all or any part of the goods by Company.

**4.3.** In the event of non-delivery of the goods in accordance with the delivery date (if any), Customer shall inform Company by notice in writing within fourteen (14) days of the later of the receipt of invoice or delivery date.

**4.4.** If the delivery of goods is delayed or prevented by circumstances outside the reasonable control of Company (including without limitation, acts or omissions of third parties and suppliers to Company) (i) any period specified for delivery (if any) shall be extended by such time as the cause preventing or hindering delivery subsists; provided that the either Company or Customer may by notice in writing terminate the Contract when the period for delivery has been, or is reasonably anticipated to be, extended for a period in excess of six (6) months and (ii) subject only to any termination under sub paragraph (i) above, Company shall be entitled to deliver part only of the goods and Customer shall accept the same under the Contract.

**4.5.** Subject to Section 4.2, if delivery of any items of goods has not been made within one year of any delivery date specified by Company, Customer shall be entitled to cancel its order in respect of such items by notice in writing to Company.

**4.6.** Customer shall not be entitled to reject any delivery of goods by reason of it being incorrect in quantity by an amount not exceeding 20% and Company shall not be liable in any manner for any variance in quantities delivered plus or minus 20% of the ordered goods. Company shall invoice and Customer shall pay for all goods delivered.

**4.7.** If Customer fails to accept delivery of the goods, the goods shall be deemed to have been delivered and the risk in the goods shall pass to Customer. Company shall arrange for storage and insurance of the goods until delivery is effected and reserves the right to charge Customer for all costs incurred in connection therewith.

#### **5. Acceptance of goods**

**5.1** You must inspect goods delivered upon receipt. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by us within five calendar days after delivery of the goods.

## **6. Warranty**

**6.1** You agree that such Goods are provided on an "as is," "as available" basis. We expressly disclaim all **warranties** of any kind, whether express or implied, including but not limited to the implied **warranties** of merchantability, fitness for a particular purpose and non-infringement. In the event that we provide you training or safety materials, you acknowledge and agree that you are solely responsible for determining the accuracy of such materials and Company makes no representations as to the accuracy of such materials.

**6.2** Medical or PPE Equipment. Customer acknowledges that it has the expertise and the knowledge in the intended use of any Medical or PPE product, and shall establish, based on its own experience and knowledge, that such products are safe and suitable for use in its applications. Customer has the sole responsibility to ensure that the medical or PPE equipment is safe, lawful and technically suitable for the intended use and assume all risks and liabilities in connection therewith. Customer shall indemnify and hold Company harmless from and against, any and all losses, claims, damages, costs, charges, counsel fees and expenses, payments, expenses and liability arising out of or attributable to use of such Medical or PPE Equipment.

## **7. Limitation of Liability**

**7.1** Neither party will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

**7.2** We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

## **8. Force Majeure**

**8.1** Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature including pandemics. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

## **9. Miscellaneous**

**9.1** The United Nations Convention for the International Sale of Goods shall not apply to these GTCS or to any contracts of sale entered into between us.

**9.2** No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

**9.3** Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.

**9.4** These GTCS and all contracts of sale entered into between us shall be governed by and construed in accordance with the laws of Connecticut without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts Connecticut, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.