

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale only apply to orders for services placed electronically on the Platform operated by the company ECOVAMED, on the website

www.ecovamed.com

Last update: November 12, 2021

1. PURPOSE – MODIFICATION

Purpose. These General Terms and Conditions of Sale define, for all countries, the terms and conditions applicable to the Services provided online by the company ECOVAMED, via the Platform deployed from the website www.ecovamed.com, to the Customer.

The Services are governed by these General Terms and Conditions of Sale and the General Terms and Conditions of Use (www.ecovamed.com/termsfuse). **It is reminded that access to the Services is reserved for Professionals.**

Any conditions other than the General Terms and Conditions of Sale and the General Terms and Conditions of Use, and in particular, the General Conditions of Purchase of the Customer, are unenforceable unless the Company has expressly agreed them.

Modification. The Services are governed by the General Terms and Conditions of Sale accepted by the Customer. The Company reserves the right to modify the General Terms and Conditions of Sale, at any time and without notice. These modifications take effect as soon as the modified General Terms and Conditions of Sale are posted online. However, they will not apply to the General Terms and Conditions of Sale previously accepted by the Customer, unless expressly agreed by the Customer.

2. DEFINITIONS

In the General Terms and Conditions of Sale, as this term is defined below, terms beginning with a capital letter meet the following definition, any term being used indifferently in the singular or plural:

"Subscription" means the paid subscription subscribed by the Customer with the Company, in order to benefit from a right of access to the Services;

"Customer" means any Professional User, holder of a valid Subscription. The User who acts in the name and on behalf of the Customer, has access to the Platform and the Services under the same conditions.

"Order" means the act by which the Customer accepts the Service Offer proposed by the Company. Any Order is concluded in the terms and conditions of the General Terms and Conditions of Sale applicable to it;

"General Terms and Conditions of Sale" means these General Terms and Conditions of Sale;

"General Terms and Conditions of Use" means the general terms and conditions of use of the Site available on the Site (www.ecovamed.com/termsfuse);

"Subscription Request" means the request for subscription on the Platform made by the User in order to take out a Subscription;

"Connection Data" means the Customer's login ID(s) and password(s) that are indicated in the subscription request form, or in the request form for the addition of a new User, to allow him to have access to his Personal Account and that it is up to him, with regard to the password, to modify regularly;

"Customer Data": refers to the data, including figures, whatever its nature, communicated by the Customer to the Service Provider for the performance of a Service or in the context of the Customer's use of the Services;

"Personal Account" means the Customer's personal account, accessible at the address www.ecovamed.com/login. By connecting to it using his Connection Data, the Customer accesses his personal information and information concerning his Subscription and the Services;

"Service Offer" means the Service offered online by the Company to the Customer, after commercial negotiation, describing in particular, the Service, its special conditions of execution and the Price;

"Platform" means the platform operated by the Company, to which the Customer accesses via the Site, and which allows him to access the Services after subscribing to the Platform. The Platform is an integral part of the Site;

"Privacy Policy" means the document specifying how personal data of the User and the Customer are processed and protected, and the terms of use of cookies issued on the Site. The Privacy Policy is directly accessible at www.ecovamed.com/privacy-policy;

"Service Provider" means the Company;

"Price": refers to the price of the Service that is the subject of the Service Offer;

"Professional": means according to the French law, any physical or legal person, public or private, who acts within the scope of his commercial, industrial, handwork, liberal or agricultural activity, including when acting in the name or on behalf of another professional;

"Result" means the results obtained by the Service Provider during the performance of a Service, based on customer Data, especially the origin label reports and the carbon footprint reports;

"Report": refers to the written report gathering the Results, delivered by the Service Provider to the Customer;

"Service" means an online service provided by the Service Provider to the Customer. It is governed by the General Terms and Conditions of Use and the General Terms and Conditions of Sale;

"Site" means the ecovamed's website, accessible at the following address www.ecovamed.com, through which the Company provides informative content on its activities, accessible to any User, and offers and provides Services to the Customer via the Platform;

"Company" means the company ECOVAMED, an SAS, with a share capital of 10 000 euros, registered at the Nanterre RCS under number 895 328 433, having its registered office at 13 bis rue du Pavé des Gardes – 92370 Chaville (France);

"User" means any person, natural or legal, who accesses the Site.

3. SERVICES

The purpose of the Services is to evaluate, on the basis of a methodology developed by the Service Provider, the European origin of health products (pharmaceutical products, active pharmaceutical ingredients, medical devices...) and the carbon footprint of chemicals, pharmaceuticals ingredients and organizations.

Prior to any Order, the Service is presented to the Customer, during appointments and/or *via* the documentation available on the Site and/or telephone or audiovisual exchanges. In the context of the negotiation which takes place before sending an Order, the Service Provider has communicated to the Customer, who acknowledges it, the decisive information allowing him to assess the characteristics of the Service and the terms of the Service Offer. The choice and the Order of the Service is the sole responsibility of the Customer.

For any additional information on the Services or for any question related to the follow-up of an Order, the Customer must contact the Company by e-mail at the following address: contact@ecovamed.com, or leave a message on the contact form accessible at the address www.ecovamed.com.

The Service implies a Report delivered to the Customer.

4. ORDER

Service Request. During the Subscription period, the Customer may at any time make a request for a Service.

The request for a Service is made using the corresponding form available on the Platform. The data requested, and in particular the Customer Data, must be filled in. The display of the summary of the form allows the Customer to view, modify and correct, if necessary, the filled information, so he can verify and confirm them before validating. The confirmation and sending of the form are worth signature of the Customer.

Service Offer. Following the request for a Service by the Customer, the Company send a Service Offer taking into account all the information and data, in particular the Customer Data, provided by the Customer. The Company may ask the Customer for additional information and data to those provided, before submitting a Service Offer.

The Service Offer specifies the nature and the exact extent of the Service, its conditions and timing, its financial conditions, the delivery and billing addresses of the Service and its period of validity. It is sent to the Customer at the email address mentioned in the Service Request form or in the Subscription Request.

Order Issuance. The Service Offer is validated by the anticipated payment of the Price of the Service Offer. By validating the Service Offer, the Customer is deemed to have read the terms and conditions of the Service Offer and to have accepted them. The validation of the Service Offer is worth Order.

The Company reserves the right to refuse or cancel any Order that does not comply with the Service Offer or is incomplete. It also reserves the right to suspend, refuse or cancel any Order of a Customer with which there is any conflict, and such suspension, refusal or cancellation can give any right to compensation for the benefit of the Customer.

Order Confirmation. The Order is fully confirmed only once the payment of the Price is fully paid by the Customer, by the credit of the bank account of the Service Provider according to the modalities set out in Article 7. No Order is processed until the full Price has been paid by the Customer.

5. METHOD OF PROVIDING THE SERVICE

Subject to the timely communication by the Customer of all the Customer Data necessary for the performance of the Service, the Ordered Service is provided to the Customer within the period set out in the Order; this period runs from the day on which the Order is fully paid.

This period does not constitute a strict period. The Service Provider may not be held liable to the Customer in the event of a delay in the performance of the Service not exceeding three (3) months; no interest will be due. In case of delay of more than three (3) months, the Customer may request the resolution of the Service. The price of the Service paid will then be reimbursed by the Service Provider, excluding the costs of Subscription.

The Service Provider cannot be held liable under any circumstances in the event of delay or suspension of the performance of the Service attributable to the Customer, or in the event of force majeure.

6. REPORT - SERVICE DELIVERY

The delivery of the Report to the Customer constitutes the proof of the completion of the Ordered Service. The Report is deemed delivered by the Service Provider to the Customer at the time of its availability in the Personal Account. The Customer is informed of the delivery of the Report by an electronic writing sent to his e-mail address indicated in the Subscription Request form.

The Customer is free to exploit, distribute, reproduce and transmit the Report, in whole or in part, free of charge, with or without the company's credit. The sale of the Report to third parties is prohibited.

The Customer may, within fifteen (15) days of delivery of the Report, issue any reservation or complaint about the Report, in writing, to the following address: contact@ecovamed.com. No claim can be validly accepted in the event of non-compliance with these formalities and deadlines by the Customer. If the complaint is justified, the Service Provider will make any relevant corrections to the Report, at its sole expense, in the way it decides.

7. PRICE - PAYMENT

The Price appears on the Order; it is given in euros and calculated exclusive of taxes. Where applicable, the VAT is the one applicable on the day of payment of the Price by the Customer; any change in the applicable rate is automatically reflected in the Price.

In the event that the Customer's billing address is in a country of the European Union, the United Kingdom, Switzerland or Norway, the Price is payable in euros. In other cases, the Price is payable at the Customer's choice, in euros or USD dollars depending on the conversion rate set out in the Service Offer.

The Price is payable in full and in anticipation, upon receipt of the invoice, by SEPA mandate according to the model communicated by the Company, or by bank transfer to the Company's account. The Price of Services ordered by Customers holding a Premium Subscription is paid in full by compensation with the prepaid sums when subscribing to the Subscription. If the Price of this Service exceeds the amount of the prepaid sums, the Customer pays the difference by bank transfer to the Company's bank account.

Payment incidents. In accordance with Article L441-10 of the French Commercial Code, any delay in payment gives rise to the application of late payment penalties from the first day of delay until full payment without the need for a reminder. These late payment penalties shall be calculated by applying the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. In that case, the rate applicable during the first half of the year shall be the rate in force on January 1st of the year in question. For the second half of the year concerned, it shall be the rate

in force on July 1st of the year in question. The Customer in a situation of late payment is automatically debtor, vis-à-vis the Company, of the fixed recovery compensation costs, the amount of which fixed by decree, is to date 40 €. If the recovery costs incurred are higher than the amount of this lump sum compensation, the Company may request additional compensation, upon justification.

The Customer accepts that the Service Provider's invoice is sent to him in PDF format. The invoice is made available to the Customer in the Personal Account; he is informed by an electronic writing sent to his e-mail address indicated in the Subscription Request form. This provision is equivalent to receipt.

8. OBLIGATIONS OF THE CUSTOMER – LIABILITY OF THE CUSTOMER

The Customer provides the Service Provider with its full cooperation in the performance of the Service. It commits to:

- comply with the terms of the General Terms and Conditions of Use, the General Terms and Conditions of Sale and the Order;
- pay the Price of the Services and the price of the Subscription;
- use the Services diligently, in compliance with applicable laws and regulations;
- communicate to the Service Provider, within the agreed deadlines, all the information necessary for the provision of the Service and to update the Customer Data. The Customer is solely responsible for the consequences related to a defect or delay in updating Customer Data;
- communicate to the Service Provider accurate, complete and faithful Customer Data. The Customer is the only responsible of the accuracy of all Customer Data. The Service Provider shall not be responsible for the accuracy of the Customer Data and in particular figures; it is not responsible for defects and errors within Customer Data;
- communicate Customer Data that does not prejudice the rights of third parties and that it is authorized to disseminate.

The Customer is solely responsible for the Customer Data and more generally, for any information he communicates to the Service Provider, via the Site or otherwise. It acknowledges that the Service Provider does not exercise control over the Customer Data, and more generally, over the information provided by the Customer. The Customer is solely responsible, vis-à-vis the Service Provider and any third party, for any direct or indirect damage whatsoever, resulting from information, including Customer Data, communicated to the Service Provider.

The Customer shall indemnify the Company and its officers from all costs (including fees, costs and legal costs) and damages related to claims and legal actions relating to the use of the Service by the Customer in violation of the General Terms and Conditions of Use, the General Terms and Conditions of Sale and/or the Order and the use by the Service Provider of the Customer Data and more generally of the information communicated by the Customer to the Service Provider.

The interpretation as well as the use and exploitation of the information, messages, data of any kind communicated by the Service Provider to the Customer, or the Report, are the sole responsibility of the Customer. The decisions that the Customer may adopt or the actions it decides to implement, in consideration of such information, messages, data and/or Results and/or Report, shall not bind the Service Provider.

9. OBLIGATIONS OF THE SERVICE PROVIDER – LIABILITY OF THE SERVICE PROVIDER

The Company undertakes to perform the Service within the general framework of an obligation of means.

The Service Provider can only be held liable in the event of proven fault and if there is a direct and doubtless link with the Customer's damage.

The liability of the Service Provider is limited to the direct damages of the Customer, to the exclusion of any other damage and in particular, any indirect damage of any kind whatsoever (such as, without this list being exhaustive, any loss of income, loss of operation, loss of profits or contracts, loss of expected savings, loss of data, loss of working or management time, damage to image, loss of opportunity or moral prejudice).

In any case, in the event that the Service Provider's liability is retained, its liability will be strictly capped at the amount, excluding taxes, paid by the Customer for the provision of the Service, excluding Subscription fees.

In addition, the Service Provider is not responsible for the consequences of any actions taken by third parties against the Customer. The Customer shall guarantee the Company, its officers and employees against any claims brought by a third party for any reason whatsoever, relating directly or indirectly to the Customer's use or exploitation of the Report.

10. CONFIDENTIALITY

The Service Provider shall treat as confidential the information and documents, of any nature whatsoever concerning the Customer or communicated in any way whatsoever by the Customer and shall not use them or communicate them to anyone, for any reason whatsoever or in any form whatsoever, without the prior written consent of the Customer, except to (i) prove the performance of the Service or (ii) to assert its rights in the event of an indictment or (iii) at the request of a competent authority, in particular in the exercise of the powers of investigation, control, authorization or sanction of the judicial or administrative authorities or (iv) in application of a legal or regulatory obligation. This obligation of confidentiality will remain valid for a period of ten (10) years after the end of the Service, for any reason whatsoever.

The content of the evaluation questionnaires and the information relating to the Service Provider's evaluation methodology are confidential information that the Customer is prohibited from disclosing in whole or in part, in any form and by any means whatsoever, and on which he also refrains from communicating.

11. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights on the Site and the Platform. The Site (including its source codes and architectures), its software and databases ensuring its operation, the applications, the Services and all the content present on the Site, as well as the names, signs and logos used to designate the Site, and/or the Company (hereinafter the "*Intellectual property of the Company*") are protected by intellectual property rights and belong to the Company or to third parties who have authorized the Company to exploit them.

The use of the Platform does not confer on the Customer any property right and/or intellectual property right over the Company's Intellectual Property, with the exception of a personal right of access, non-exclusive, non-assignable, non-transferable and limited exclusively to the use of the Site and the Platform, in strict compliance with General Terms and Conditions of Use and the General Terms and Conditions of Sale. The Customer shall refrain from representing, reproducing and/or exploiting the Company's Intellectual Property, in whole or in part, in any form and by any means whatsoever. Failure to comply with the provisions of this article constitutes a violation of the intellectual property of the Company and/or third-party licensors and is likely to result in civil and criminal proceedings. Acceptance of the General Terms and Conditions of Sale implies acceptance by the Customer of the Intellectual Property of the Company or third-party licensors and commitment to respect and enforce it by its officers, employees, advisers and any person who represents or for whom he is responsible. Any

breach of the Company's intellectual property exposes the Customer and any other offender to the civil and criminal penalties provided for by French law.

Intellectual property rights in Customer Data. Customer Data belongs to the Customer who authorizes the Company to use it for the purposes of an Ordered Service. If the Customer Data belongs to third parties, the Customer guarantees the Service Provider to have the right to communicate them to him and to grant him the reproduction and exploitation for the purposes of said Service.

12. TERMINATION

Termination for breach. The Service Provider and the Customer may each terminate the Subscription in the event of failure by the other party to fulfil its obligations under the General Terms and Conditions of Use, the General Terms and Conditions of Sale or the Order, subject to fifteen (15) days' notice to the defaulting party in sending a termination e-mail, without prejudice to any other right.

In the event of a serious breach to the General Terms and Conditions of Sale, the Company may, without prejudice to its right to claim damages, terminate without prior notice, without notice or compensation, any Subscription, any Order and/or temporarily or permanently deactivate the Customer's Personal Account and in particular in case of serious damage, in the sense of the General Terms and Conditions of Use, or in case of unpaid invoices related to the Services, by the Customer.

The Customer and the Service Provider waive the provisions of Articles 1221 and 1222 of the Code Civil.

In the event of termination of the Subscription by the Customer, any amount paid to the Service Provider won't be reimbursed to the Customer, without prejudice to any other right.

Any termination of the Subscription automatically entails (i) the end of the right of access to the Platform by the Customer, (ii) the deactivation of the Customer Account and the deletion of any Customer Data, except the right for the Service Provider to keep a copy of the information provided by the Customer and the Customer Data for evidential purposes and for any other purposes imposed by the laws and rules in force.

Notification. Any notification under this article, will be deemed to be validly made in writing electronically, to the Service Provider, to the following email address: contact@ecovamed.com and to the Customer, to the email address provided on the Subscription Request. It will be deemed to have been made on the date of its receipt certified by the acknowledgment of receipt issued by the computer application

13. FORCE MAJEURE

The Service Provider cannot be held responsible for non-performance, failures or delays in the performance of any of its obligations that would be due to the occurrence of a case of force majeure, as defined in the Civil Code. Force majeure suspends the Obligations of the Service Provider for the duration of its existence.

However, if the force majeure lasts more than three (3) months, the Order may be terminated by the Service Provider or by the Customer, without this termination being considered to be a fault. The termination, in such a case, must be notified in writing electronically to the Customer, at the email address indicated on the Subscription Request, or, where applicable, to the Service Provider at the following email address: contact@ecovamed.com; the termination of the Order will take effect on the date of receipt of said electronic writing, the latter being deemed to occur on the date of its receipt certified by the acknowledgment of receipt issued by the computer application.

14. AGREEMENT AS TO PROOF

The data recorded within the computer systems operated by the Service Provider or on its behalf, constitute proof of exchanges, communications and Orders placed between the Parties; the data recorded by the payment system constitute in particular proof of the financial transaction. They shall be authentic until proven otherwise. The Customer is invited to save, download and print them.

15. MISCELLANEOUS PROVISIONS

Indivisibility. The General Terms and Conditions of Sale form an indivisible whole with the General Terms and Conditions of Use.

Nullity. If, at any time, any provision of the General Terms and Conditions of Sale is or becomes null, void, illegal or unenforceable, the validity, legality or enforceability of its other provisions shall not be affected. No tolerance on the part of the Company constitutes a waiver on its part to exercise its rights.

16. LANGUAGE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The English version of the General Terms and Conditions of Sale is provided for convenience and can have no legal effect, in particular on the interpretation of the General Terms and Conditions of Sale. In the event of a dispute, only the French version of the General Terms and Conditions of Sale shall prevail. The French version is available on the Site (www.ecovamed.com/conditions-de-vente)

17. APPLICABLE LAW – ATTRIBUTION OF JURISDICTION

The General Terms and Conditions of Sale are exclusively governed by French laws, to the exclusion of any other law or international convention.

All disputes arising or arising relating to the General Terms and Conditions of Sale will be subject to the jurisdiction of the courts in whose jurisdiction the Company's registered office is located, even in the event of multiple defendants, intervention of warranty appeal or summary proceedings.

18. CUSTOMER ACCEPTANCE

The General Terms and Conditions of Sale are expressly approved and accepted by the Customer, who declares and acknowledges having perfect knowledge of them, and renounces, therefore, to rely on any contradictory document and, in particular, his own general conditions of purchase, which will be unenforceable those of the Service Provider, even if the latter has been aware of it.