

ONCODESIGN SERVICES GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 – Scope

These General Terms and Conditions of Purchase (hereinafter “GTCP”) govern the contractual relationship by and between ONCODESIGN SERVICES, a limited liability company, registered in the Dijon Trade and Companies Register under number 399 693 811 whose registered offices are located at 20 rue Jean Mazen, 21000 Dijon, France (hereinafter “**ONCODESIGN SERVICES**”), and the supplier (hereinafter the “Supplier”) relating to any order for equipment (the “Products”) or service of any kind placed by ONCODESIGN SERVICES with the Supplier.

Article 2 – Order

2.1. Any supply of Product(s) or service to ONCODESIGN SERVICES is subject to a written order.

2.2. The order shall be considered final upon the Supplier's express acceptance thereof.

If the Supplier fails to respond in writing within seven (7) calendar days of the date of the order, ONCODESIGN SERVICES shall be entitled to cancel said order without penalty. Furthermore, until the Supplier has confirmed the order, ONCODESIGN SERVICES shall be entitled to modify it.

Any commencement to the performance of the order shall presuppose its acceptance by the Supplier.

In the absence of specific conditions accepted in writing by ONCODESIGN SERVICES or of a contract signed by and between ONCODESIGN SERVICES and the Supplier, acceptance of the relevant order implies automatic acceptance of these GTCP.

2.3. The order number must be mentioned on all correspondence, delivery, shipping and invoicing documents sent by the Supplier to ONCODESIGN SERVICES.

Article 3 – Prices

The prices indicated on the order include, where applicable, packaging costs as well as any other costs, risks or charges relating to the execution of the order concerned. Any additional cost, of any kind whatsoever, must be the subject of a prior written agreement from ONCODESIGN SERVICES and must be indicated on the purchase order. Thus, and unless otherwise stipulated by ONCODESIGN SERVICES in its order or written agreement, ONCODESIGN SERVICES shall not under any circumstances be liable to the Supplier for the payment of any costs for items (raw materials, packing items, packaging or components, etc.) that (i) are ordered by the Supplier (the “Items”) and (ii) are not sold by the Supplier in connection with the order placed by ONCODESIGN SERVICES, whether or not the Items in question are specific to the Products ordered by ONCODESIGN SERVICES.

Prices are net of all duties (including customs duties) and taxes, with the exception of applicable VAT.

Article 4 – Delivery

4.1. Packaging

The Products must be packed (i) in such a way as to prevent any damage during transportation and storage, and (ii) in accordance with the specifications and indications relating to the ONCODESIGN SERVICES storage system that is made available to the Supplier. ONCODESIGN SERVICES reserves the right to reject or refuse delivery if these specifications and indications are not complied with.

4.2. Location and Deadlines

4.2.1 The date and location decided upon between ONCODESIGN SERVICES and the Supplier for the delivery and/or performance of the services, which are indicated on the purchase order, are mandatory. Delivery times are always stated from the date the order is placed. All deliveries of Products must be made during the opening hours of the receiving department at the ONCODESIGN SERVICES place of delivery.

Any event likely to have an impact on deadlines shall be immediately brought to the attention of ONCODESIGN SERVICES.

4.2.2 In the event of partial or total delay in the delivery of Products or the performance of a service, penalties at the rate of one percent (1%) per week of delay shall be due on the amount before VAT of the order, without prior notice being required. These late payment penalties are capped at twenty percent (20%) of the total price before VAT of the order.

4.2.3 In addition to the application of penalties, ONCODESIGN SERVICES also reserves the right, in the event of a delay of more than 8 days, (i) to reduce or cancel orders not executed within the agreed deadlines without notice or compensation (ii) and/or to refuse delivery without paying the price or ancillary charges.

4.3. Documents

A delivery note must be sent for each delivery of Products. It must mention the order number as well as the date and shipping method, the places of departure and arrival, the description and details of the Products delivered under the same terms as those of the order, as well as the gross and net weights.

Article 5 – Compliance – Acceptance

5.1. Compliance

The Supplier represents and warrants that the delivered Products, as well as packaging and labelling, where applicable, and/or services comply in all respects with the order, any contractual specifications and the standards in force.

In the event that the Products supplied are subject to expiry, the Supplier must clearly mention the expiry date on each indivisible packet and the corresponding expiry period must comply with the expiry period expressed in the order or approved in advance by ONCODESIGN SERVICES or, failing this, comply with customary practice.

In the event of delivery of non-compliant Products or services, the penalties of Article 4.2.2 shall apply. The Supplier shall replace all non-compliant Products or services as soon as possible and at its own expense, unless ONCODESIGN SERVICES prefers to cancel the order in whole or in part without paying the price or ancillary charges.

5.2. Acceptance – transfer of risks and ownership

For services and Products that need to be commissioned/put into service, final acceptance is subject to the drawing up of an acceptance report without reservation, with or without prior commissioning and/or validation by the appropriate reference body. The acceptance report may be in the form of a simple written document sent by email confirming acceptance of the Products or the service.

Non-compliant Products and services may be refused by ONCODESIGN SERVICES within thirty (30) days of delivery, by written notification to the Supplier.

In addition, any delivery of Products not accompanied by the documents stipulated on the order and the corresponding delivery slip may be refused by ONCODESIGN SERVICES.

Rejected Products must be removed by the Supplier, at its expense, and reimbursed within eight (8) days of ONCODESIGN SERVICES's request. After this period, ONCODESIGN SERVICES reserves the right, at the Supplier's expense, to return the Products to it or destroy them.

Ownership shall be transferred as the order is executed and notwithstanding the provisions of the Incoterm adopted, risks shall be transferred upon receipt of the Product(s) or Service(s) by ONCODESIGN SERVICES.

No title retention clause is applicable without the express written consent of ONCODESIGN SERVICES.

Article 6 – Transport of Products

Unless otherwise indicated on the order, the Products are delivered in accordance with the DDP incoterm (INCOTERM 2020) at the place of delivery indicated on the order.

Article 7 – Invoicing – Payment

7.1 Invoicing:

Invoices shall be sent to ONCODESIGN SERVICES in duplicate, at the time of delivery of the Products or performance of the service at the address indicated on the order.

Invoices must include the order number, the description of the goods delivered or the service, the dates and references of the delivery slip, as well as the price per item. ONCODESIGN SERVICES reserves the right to return any invoice that does not contain this information. Invoices must comply with the legislation in force.

Unless otherwise agreed in advance by ONCODESIGN SERVICES, an invoice must be drawn up for each Product delivery or service provided.

7.2. Payment

Unless otherwise specified in the order or agreed between the parties, payments shall be made in euros by bank transfer thirty (30) days from the end of the month, on the 15th, from the date of issue of the invoice. Any sum due and not paid by this deadline shall incur interest at a rate equal to three (3) times the legal interest rate in force in France. However, these penalties shall not apply if ONCODESIGN SERVICES's failure to pay results from a dispute over the invoice, a non-compliance of the Products and/or services, or a breach of contract by the Supplier.

Article 8 – Compliance with regulations

The Supplier guarantees to ONCODESIGN SERVICES that its activities are carried out at all times in compliance with all national and international regulations applicable to said activities, in particular the applicable anti-corruption regulations (such as the US FCPA, the UK Bribery Act, etc.), the regulations relating to money laundering, the control of export activities, and in particular the export control regulations of the European Union, the United States of America and/or the United Nations (OFAC regulations) when/where applicable.

The Supplier shall ensure that all persons with whom it does business comply with the previous paragraph. The Supplier shall compensate ONCODESIGN SERVICES for any cost and/or damage resulting from a breach of the above.

Article 9 – Representations & Warranties

9.1. The Supplier is bound by the warranty for hidden defects in the delivered Products and services, in accordance with the provisions of articles 1641 et seq. of the French Civil Code.

9.2. The Supplier will also hold ONCODESIGN SERVICES fully harmless against any claims that the Products and/or services violate the intellectual and/or industrial property rights of a third party.

9.3. The Supplier also represents and warrants to ONCODESIGN SERVICES that the obligations provided for by the REACH regulation (regulation no. 1907/2006 of 18 December 2006) have been, are and/or will be complied with concerning the chemical substances contained in the Products and products supplied, delivered and/or used in the context of the Order. The Supplier must provide ONCODESIGN SERVICES with proof of compliance with this warranty and the documentation provided for by the REACH regulations.

Article 10 – Liability – Insurance – CIR or Tax Credit Research approval

10.1. Liability

The Supplier shall be solely responsible for carrying out the order.

The Supplier shall be liable for all damage caused to ONCODESIGN SERVICES or to any third party, whether such damage is caused by the Supplier or by persons and property under its authority or custody.

The Supplier shall be liable for all consequences, direct or indirect, of the harm and damage caused to ONCODESIGN SERVICES as a result of the non-performance or poor performance of the order.

10.2. Insurance

The Supplier undertakes to take out an insurance policy with a reputable and solvent insurance company to sufficiently cover all its risks under this article.

A certificate of the policy taken out including cover, excesses and proof of renewal on each policy anniversary must be provided at the request of ONCODESIGN SERVICES.

10.3. CIR or Tax Credit Research approval

Where the Supplier provides a service eligible for the Tax Credit Research (“CIR”), it undertakes to ensure that said approval is effective and remains in force for the entire duration of the relevant service. The Supplier shall provide a certificate containing all and any necessary information at any time upon request from ONCODESIGN SERVICES.

Article 11 – Intellectual and industrial property

ONCODESIGN SERVICES owns its company name, trademarks, logos, advertising materials and, more generally, the intellectual property relating to its property, creations and distinctive signs. ONCODESIGN SERVICES shall become the owner of all intellectual, industrial and artistic property rights to which the creations, designs or inventions contained in the proposals may give rise as well as any element produced by the Supplier on behalf of ONCODESIGN SERVICES, including masters and video files (including rushes), and any other material media produced by the Supplier in connection with the order (the “Elements”).

In this respect, the Supplier assigns to ONCODESIGN SERVICES all rights to use, represent, reproduce and adapt these Elements. This transfer applies to all countries and will be effective throughout the period of protection of

the rights. The Supplier acknowledges that the fair price for the transfer of the aforementioned rights is included in the amount paid for the order.

The Elements may not be used by the Supplier or copied, reproduced or transmitted to third parties, unless authorized in writing by ONCODESIGN SERVICES.

Article 12 – Confidentiality

All documents, models, objects, such as plans, descriptions, notes, diagrams, samples and mock-ups, provided to the Supplier for the purpose of fulfilling the order, are confidential in nature and may not be used for purposes other than those of fulfilling the order; they shall remain the full and complete property of ONCODESIGN SERVICES, to which they must be returned in full and free of charge at the first request from ONCODESIGN SERVICES or at the end of the Order.

More generally, the Supplier undertakes to treat as confidential any information sent to it or to which it has direct or indirect access, in particular when it is present on the ONCODESIGN SERVICES sites, in the context of the order, and until such time as said information has entered the public domain.

For the purposes of this confidentiality obligation, the Supplier undertakes to communicate the confidential information referred to above only to those of its employees or subcontractors to whom it is necessary for the proper performance of the order and who must be clearly informed of the confidentiality that covers them.

The Supplier guarantees compliance with this clause by all its staff, employees and any subcontractors.

Article 13 – Work on ONCODESIGN SERVICES premises – Staff

In the event that work is carried out on ONCODESIGN SERVICES's premises for the purposes of executing an order, the Supplier undertakes to comply with the health and safety obligations which ONCODESIGN SERVICES shall inform them of.

The Supplier exercises exclusive hierarchical and disciplinary authority over its staff, which remains under its sole control.

Article 14 – Subcontracting

It is expressly agreed that the Supplier may not subcontract all or part of its obligations without the prior written agreement of ONCODESIGN SERVICES. In the event of such an agreement, the Supplier shall remain fully liable to ONCODESIGN SERVICES for the full performance of the obligations by the subcontractor.

If all or part of the obligations to be subcontracted by the Supplier include services eligible for the **CIR**, the Supplier undertakes to put forward only subcontractors that have themselves received the **CIR** approval and, both the Supplier and the selected subcontractor shall remain bound by the obligations provided for in Article 10.3 as necessary.

Article 15 – Advertising

The Supplier may never, without the prior written consent of ONCODESIGN SERVICES, indicate the name of the

latter in its reference lists, or publish technical notes, photos and images relating to the Products and services covered by the Order.

Article 16 – Personal Data

In the context of the execution of the order, personal data may be collected and processed by ONCODESIGN SERVICES and the Supplier solely for the purposes of managing and monitoring contractual relations and only the persons responsible for these missions may access this data. ONCODESIGN SERVICES and the Supplier undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).

Any person acting on behalf of the Supplier whose personal data is collected may exercise the rights conferred on them by the aforementioned regulations with the ONCODESIGN SERVICES Data Protection Officer at the following address: dataprivacy@oncodesign-services.com. Similarly, any person acting on behalf of ONCODESIGN SERVICES whose personal data is collected may exercise these same rights with the Supplier.

ONCODESIGN SERVICES and the Supplier undertake not to retain the personal data of persons acting on behalf of the other party beyond the time required to fulfil the order(s) plus the statutory limitation periods and any mandatory retention periods.

Where the order(s) require the Supplier to carry out personal data processing activities, ONCODESIGN SERVICES and the Supplier undertake to regulate such activities in advance by a specific agreement, in accordance with the provisions of the personal data regulations and in particular those set out in Articles 26 and 28 of the GDPR.

Article 17 – Cancellation for failure to perform

Any repeated breach of a minor obligation, and any characterized breach, albeit slight, of a substantial obligation, may be subject, after formal notice sent by registered letter with acknowledgment of receipt that has remained without effect for 30 days, to automatic termination, at the expense of the defaulting party upon expiry of said period, without prejudice to the other rights of the non-defaulting party.

Article 18 – Annual turnover of the Supplier

The Supplier undertakes to inform ONCODESIGN SERVICES as soon as the share of its annual turnover, by subsidiary and/or consolidated, corresponding to the Orders by ONCODESIGN SERVICES, exceeds the threshold of twenty-five percent (25%) of this turnover.

Article 19 – Applicable law – Assignment of jurisdiction

Applicable law is domestic French law, excluding its conflict of law provisions.

ANY DISPUTE BETWEEN THE SUPPLIER AND ONCODESIGN SERVICES SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURTS OF DIJON, EVEN IN THE EVENT OF SUMMARY PROCEEDINGS, THIRD-PARTY PROCEEDINGS OR MULTIPLE DEFENDANTS.