

## 1. KEY TERMS

These general terms and conditions of sale («GTC») cover the terms and conditions of sale and delivery of NGB-R bio-printers provided by POIETIS to its customers. By submitting an order and accepting delivery of the Printers, the customer is deemed to have accepted these GTC, which have been made available to him in advance.

Any additional conditions or purchase conditions proposed by the customer would only become valid after written confirmation and signed by a POIETIS manager or representative.

## 2. ORDERS AND CHANGES

The customer should preferably place his/her orders by email: [ngb-platform@poietis.com](mailto:ngb-platform@poietis.com), or any other address provided by a POIETIS representative. The customer must indicate in his order the following elements: (i) the Printer concerned, (ii) the desired quantity, (iii) the indicative date of shipment or delivery, (iv) the delivery address and (v) the billing address. Once the order has been received, POIETIS will accept or reject the order by email to the customer within a reasonable time.

Any specific development ordered by the customer from POIETIS will be the subject of a separate quotation.

Any accepted order may only be changed or modified by written agreement signed by both the customer and POIETIS indicating the details of the modifications to be made as well as the impact, if any, of these modifications on the price and delivery times. The customer may only cancel an order if POIETIS expressly accepts this cancellation in writing. In this case, POIETIS will inform the customer of the total costs resulting from this cancellation and the customer will pay POIETIS all the costs incurred by the latter due to the cancellation of the said order.

## 3. PRICE

The prices offered are the net prices in force, excluding applicable taxes. Any tax, levy, duty or other charge payable under French or foreign law is the responsibility of the customer. The prices are those shown in the price list in force on the day of the order and reflected in the order confirmation. Prices may change at any time, without notice and at POIETIS' sole discretion.

However, written quotations prepared by POIETIS are guaranteed for thirty (30) days from their issuance. When placing an order, it is the customer's responsibility to recall the prices indicated to him by quotation.

## 4. PAYMENTS AND INVOICING

The prices indicated on the invoices include applicable discounts. Invoices are received by the customer according to the terms of the payment schedule provided below. A global invoice may be issued by POIETIS, at the customer's request, after full payment of the price of the Printers by the customer.

Unless otherwise specified in the purchase order signed by the parties, the standard payment terms will be: (i) thirty percent (30%) upon order, (ii) sixty percent (60%) upon shipment (received prior to the date of availability to the carrier), and (i) ten percent (10%) upon signing the training report referred to in Article 9 below.

In the event of late payment, the interest rate is equal to the interest rate applied by the European Central Bank plus ten (10) percentage points. A fixed recovery indemnity of forty euros (40 €) will also be automatically due by the customer.

In the event of the customer's failure to pay the price, or any other failure, POIETIS at its discretion and without prejudice to any other legal remedies, may (i) suspend or refuse the shipment of the Printers or (ii) cancel the order. The customer agrees to pay all costs incurred by POIETIS, including legal fees and any other collection costs, resulting from a breach by the customer of these GTC.

## 5. OWNERSHIP OF PRINTERS AND USE SOFTWARE

In consideration of the payment provided for in Article 3:

- the customer will become the owner of the Printers. However, the Printers shall remain the property of POIETIS until full payment of their price by the customer;
- the customer will also benefit from a right to use the software necessary for the operation of the Printers strictly limited to the use of the said Printers.

## 6. LIMITED WARRANTY AND LIABILITY FOR POIETIS

The description of the Printers on the POIETIS website reflects the specifications and conditions of use contained in the technical data sheets of each Printer. The information on Printers available on the POIETIS website is a short version of the Printer specifications. POIETIS reserves the right to modify the descriptions and specifications of the Printers at any time and without notice.

POIETIS guarantees its customer that the Printers it provides comply with the specifications contained in the technical data sheets of the Printers and, where applicable, with the specific developments ordered by the customer. Notwithstanding the provisions of Article 10 below and unless otherwise specified in the purchase order, POIETIS undertakes, for a period of one (1) year from the delivery of the Printers, to make any exchange of parts found defective by POIETIS free of charge. This warranty does not cover (i) Printers that have been modified in any way by persons other than POIETIS personnel, (ii) Printers that would be used contrary to the conditions set out in the data sheets and (iii) replacements and repairs resulting from normal wear and tear of the Printers, deterioration, accidents resulting from negligence, failure to monitor, maintain or store the Printers. All requests for repair of the Printers outside the warranty will be subject to an estimate. POIETIS makes no other warranty, express or implied, with respect to its Printers. In particular, POIETIS does not guarantee that the use of the Printers does not infringe the intellectual property rights of third parties. The entire risk regarding the use of the Printers shall be borne by the customer as from the date of full payment of the price of the Printers in accordance with Article 5. POIETIS shall in no event be liable for incidental, non-consequential, indirect or special damages of any kind (including operating losses, commercial damages, commercial disturbances, loss of profits, damage to the image, this list not being exhaustive) resulting from any use of the Printers by the customer.

## 7. WARRANTY AND LIABILITY OF THE CUSTOMER

The customer represents and warrants that it will use the Printers in accordance with the specifications contained in the data sheets and that any use of the Printers will not violate applicable laws and regulations. The customer agrees to indemnify and hold POIETIS harmless against any lawsuit, loss, claim, demand, liability, cost and expense (including legal and accounting fees) that POIETIS may incur or suffer as a result of any claim against POIETIS based on fault, breach of warranty, damage caused, a contract or any other action in contractual or tortious liability, whether caused by the customer or by third parties, resulting, directly or indirectly, from the use of the Printers, or as a result of a failure by the customer to perform the obligations contained in these GTC.

## 8. DELIVERY AND TRANSFER OF RISKS

Orders are shipped from POIETIS' premises (Pessac, 33600 France) according to Incoterm® 2010 ExWorks. The delivery time of the Printers by the carrier will be given as an indication in the purchase order. Requests for cancellation of the order, compensation or the application of a delay penalty in the event of a delay or non-delivery of the order are excluded.

POIETIS reserves the right, at its discretion and unless otherwise indicated in the purchase order, to choose the most suitable packaging and delivery method as well as the most suitable carrier in order to allow an efficient follow-up of orders. All deliveries are made at the risk and peril of the customer, who shall bear all risks of loss or damage to the Printers in transit. Any risk of loss or damage is transferred to the customer at the time the Printers are collected by the carrier at POIETIS' premises. The customer therefore undertakes to take out, for the benefit of POIETIS, an insurance policy covering the risks of civil liability and loss, theft, damage or destruction of the Printers, and to pay the corresponding premiums until full payment of the price. The carrier bears full responsibility for the delivery of the Printers.

The accessibility and fitting out of premises intended to receive heavy and bulky equipment must be provided by the customer before the delivery of the Printers and under no circumstances will POIETIS bear the cost.

## 9. TRAINING

As from the delivery of the Printers by the carrier to the customer, POIETIS will install them, then, as part of an obligation of means, deliver training on the use of the Printers. This training will be delivered for a maximum period of four (4) days to the customer's personnel having the necessary technical knowledge to use the Printers. Any training delivered beyond a duration of four (4) days will be the subject of a separate quotation. The customer acknowledges that POIETIS does not commit itself to any guarantee of result with respect to the training provided to the customer. At the end of the training, a training report will be signed by the parties.



Bioparc Bordeaux Métropole - FRANCE  
27 Allée Charles Darwin - 33600 PESSAC  
+33 (0)5 35 54 47 28 - [contact@poietis.com](mailto:contact@poietis.com) - [www.poietis.com](http://www.poietis.com)

Follow us :   

 **poietis**  
make tissues real

## 10. RECLAMATION

**10.1** - All claims relating to Printers damaged during transport must be immediately reported in writing to the carrier who is solely responsible for them, with a copy sent to POIETIS. It is strongly recommended that the customer check the packages in the presence of the carrier (number, condition, contents). The carrier will deliver the Printers either at the request of POIETIS or at the customer's request:

- When the carrier intervenes at POIETIS' request, POIETIS will handle, in the name and on behalf of the customer, the claims made by the latter to the carrier and in this case the only possible recourse of the customer, with regard to Printers damaged during transport, will be their replacement by POIETIS without charge or reimbursement of the price of the damaged Printers, or compensation of any kind;

- When the carrier intervenes at the customer's request, the customer will be responsible for the complaints to the carrier alone.

**10.2** - For all other complaints, the customer must notify POIETIS technical support in writing of any Printers that do not comply with the specifications contained in the technical data sheets, within five (5) days of the end of the training referred to in Article 9. The customer's notification must include a return authorization number obtained in advance from POIETIS technical support at the following address: [ngb-platform@poietis.com](mailto:ngb-platform@poietis.com) as well as any justification as to the reality of the breaches. If the customer does not make any claim within five (5) days of delivery of the Printers, these Printers shall be deemed definitively to comply with the specifications contained in the technical data sheets and to have been irrevocably accepted by the customer.

By way of derogation from Article 1217 of the French Civil Code, POIETIS' sole and exclusive obligation and the customer's only possible recourse, with regard to the Printers which have been found, and which have been recognized by POIETIS, in particular following an investigation, as defective or non-compliant, shall be at POIETIS' option either (i) their replacement without charge or reimbursement of the price of the defective or non-compliant Printers, or compensation of any kind, or (ii) a credit corresponding to the price of the defective or non-compliant Printers. Any transport and storage costs are to be borne by the customer.

## 11. CONFIDENTIALITY

The customer undertakes to keep strictly confidential the existence, nature and content of the GTC and all information that has and/or will have been brought to its attention in the context of or prior to the negotiations of the GTC («**Confidential Information**»). The customer shall prevent the disclosure of Confidential Information, except to its employees who may have to know it in connection with the GTC and who are bound by confidentiality obligations at least as strict as those set out in the GTC. This obligation of confidentiality will remain in effect if the Confidential Information has not fallen into the public domain other than through the fault of the customer and notwithstanding the expiration or termination of the GTC. By way of exception to the above stipulations, the customer may, for the purposes of his regulatory obligations or tax declarations, disclose to the competent authorities and his/her consultants, the existence of the GTC, provided however that the customer ensures that the confidentiality of the Confidential Information thus disclosed is respected and guarantees it to POIETIS. All Confidential Information received by the customer under the GTC must be returned immediately and upon request to POIETIS.

## 12. CHANGE OF CIRCUMSTANCES

Each party intends to assume the risks associated with any change in unforeseeable circumstances at the time of the conclusion of the GTC that could make their execution excessively onerous. Consequently, each party irrevocably waives its right to invoke the provisions of Article 1195 of the French Civil Code under the GTC.

## 13. FORCE MAJEURE

If the execution of the General Terms and Conditions is delayed or prevented as a result of an unforeseeable, uncontrollable event beyond the control of POIETIS, such as war, strike or fire, the execution time will be modified accordingly, provided that POIETIS informs the customer so that all necessary measures to minimize the consequences of the latter can be taken.



Bioparc Bordeaux Métropole - FRANCE  
27 Allée Charles Darwin - 33600 PESSAC  
+33 (0)5 35 54 47 28 - [contact@poietis.com](mailto:contact@poietis.com) - [www.poietis.com](http://www.poietis.com)

Follow us :   

 **poietis**  
make issues real

## 14. PROTECTION OF PERSONAL DATA

The Parties undertake to comply with Regulation 2016/679/EU of 27 April 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data and any provision of a legislative or regulatory, European or national nature replacing, supplementing, amending or consolidating that Regulation 2016/679/EU

The information and elements collected and processed within the framework of the GTC are necessary for POIETIS, the data controller, to sell the Printers to its customers.

Only POIETIS and any subcontractors for exclusively technical or logistical reasons (hosting and maintenance providers, etc.) are recipients of the aforementioned information and elements.

The data may be transferred, for the purposes mentioned above, throughout the world, including outside the European Economic Area, it being specified that, in the event that the recipient country or countries do not provide a level of data protection equivalent to that of the European Union, POIETIS undertakes to take all necessary guarantees, either on the basis of an adequacy decision or, in the absence of such a decision, on the basis of appropriate guarantees, such as standard contractual clauses, a copy of which can be requested from the following e-mail address: [ngb-platform@poietis.com](mailto:ngb-platform@poietis.com).

In accordance with applicable regulations on the protection of personal data, customers have a right of access, modification, limitation, or even portability and deletion of data concerning them as well as a right to object, where appropriate subject to legitimate and imperative reasons, to the processing of such data. These rights can be exercised directly with POIETIS via the following email address: [ngb-platform@poietis.com](mailto:ngb-platform@poietis.com).

If necessary, customers finally have the right to file a complaint with a supervisory authority.

The data collected by POIETIS are kept for the duration of the GTC. At the end of the sale, the data will be archived for a period not exceeding the applicable legal prescription periods. Once these deadlines have expired, the data will be anonymized - and may be used for statistical purposes - or destroyed.

## 15. INTELLECTUAL PROPERTY

POIETIS and all the distinctive signs and designations used on the Printers are registered trademarks whose use is not granted to the customer. The GTC do not imply any transfer of patent license or any other industrial property right of any kind from POIETIS to the customer.

## 16. MISCELLANEOUS

POIETIS' failure to strictly enforce any conditions arising from the GTC or to exercise any right arising from the GTC shall not constitute a waiver by POIETIS of its right to strictly enforce such conditions or to exercise such right thereafter. Any rights and remedies under the GTC and these orders are cumulative and are in addition, unless otherwise expressly provided in these GTC, to any other rights and remedies that POIETIS may have under French law. Any waiver by POIETIS of a default under the GTC shall be in writing and shall not constitute a waiver of any other default or the same default under the GTC. If any provision of the GTC is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or diminished as a result. The titles of the paragraphs of the GTC are only indicative: they are not part of the conditions and do not influence their interpretation.

## 17. LAW AND COMPETENT COURTS

The GTC, and all disputes and claims arising therefrom, shall be interpreted and governed by French law, excluding its conflict of laws rules. All disputes arising between the parties concerning or arising from the existence, validity, interpretation, performance and termination of these GTC (or any of its provisions) which the parties are unable to resolve amicably within thirty (30) days of notification of the dispute by one of the parties, shall be subject to the exclusive jurisdiction of the competent courts of Bordeaux, France or its President with respect to summary proceedings, notwithstanding the plurality of defendants or the appeals under warranty.



Bioparc Bordeaux Métropole - FRANCE  
27 Allée Charles Darwin - 33600 PESSAC  
+33 (0)5 35 54 47 28 - [contact@poietis.com](mailto:contact@poietis.com) - [www.poietis.com](http://www.poietis.com)

Follow us :   

 **poietis**  
make tissues real