
FEURY IMAGE GROUP, GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

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 ("Goods") or services (the "Services") 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 and Services 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 and Services 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 or, as applicable, the nature and type of Services to be provided. 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 and Services 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 and Services 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 or completion dates (if any) stated by Company are estimates only and the time of delivery or completion 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 completion or late delivery or completion, 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 completion or late delivery or completion of all or any part of the Goods or Services by Company.

4.3. In the event of non-delivery of the Goods or non-completion of the Services in accordance with the delivery or completion 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 or completion date.

4.4. If the delivery of Goods or provision of Services 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 or completion 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 or complete part only of the Goods or Services and Customer shall accept the same under the Contract.

4.5. Subject to Section 4.2, if delivery of any items of Goods or completion of Services has not been made within one year of any delivery or completion 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 or the Services upon completion. You are deemed to have accepted Goods delivered or Services Completed unless written notice of rejection specifying the reasons for rejection is received by us within five calendar days after delivery of the goods or Completion of Services.

6. Warranty

6.1 You agree that such Goods or Services 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 We shall not 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 lesser of the purchase price for the Goods or Services giving rise to such claim or \$50,000 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 products or services.

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.

SOFTWARE ADDENDUM

1. Software

If we are providing Goods or Services relating to Software, the following shall apply:

“Software” means any code, scripts, compiled or interpreted, data models, schema, data bases and data base rights, HTML, SQL, C based, Java, Javascript or any other language compilable or executable or interpreted on any computing system.

1. License. In accordance with the terms herein, We grants to You, and You accept from us, a non-exclusive, limited license to use the current version of the object code of the Software. The license grant herein is limited to your use of the Software to sell tangible goods to third parties.

2. Title to Software and Confidentiality. The Software and all programs developed hereunder and all copies thereof are proprietary to Us and title thereto remains in Us. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at your request are and shall remain in Us. Except as otherwise stated herein, You shall not sell, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to others. You agree to secure and protect the Software and copies thereof in a manner consistent with the maintenance of our rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. Except as stated herein, all copies made by You of the Software and other programs developed

hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of Us. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

3. Termination. Unless specified in a statement of work or other document between the parties, We shall have the right to terminate the license granted herein:

(a) upon ten days written notice in the event that You, your officers or employees violates any provision of this License Agreement including, but not limited to, confidentiality and payment;

(b) in the event You (i) terminate or suspend your business; (ii) become subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) become insolvent or become subject to direct control by a trustee, receiver or similar authority.

In the event of termination by reason of your failure to comply with any part of this agreement, or upon any act which shall give rise to our right to terminate, we shall have the right, at any time, to terminate the license(s) and take immediate possession of the Software and documentation and all copies wherever located, without demand or notice.

4. 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.

5. Limitation of Liability

5.1 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, reprourement 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.