

**PREAMBULE**

These General Terms and Conditions of Sale (GTCS) define the terms applicable to the sales of systems by ORPHEO to professional clients. Any order implies the Client's unconditional acceptance of these GTCS.

**1. VALIDITY OF THE OFFER**

Commercial offers issued by ORPHEO are valid for 30 days from their date of issuance, unless an extension is granted in writing by ORPHEO.

**2. ORDER ACCEPTANCE**

An order is considered accepted only after written confirmation by ORPHEO, materialized by an order acknowledgment.

**3. PRICING****3.1 Pricing Policy**

Prices are quoted in euros, excluding taxes (excl. VAT). The applicable VAT rate will be added at the time of invoicing. Any discount granted will be specified on the invoice.

**3.2 Shipping Costs**

Unless otherwise stated, prices do not include shipping costs. Transportation costs will be invoiced separately and specified at the time of ordering. Unless explicitly stated otherwise, shipping costs are borne by the Client.

**3.3 Additional Services**

Installation and setup services requested by the Client will be invoiced separately, according to the applicable rate at the time of service.

**4. PAYMENTS****4.1 Payment Terms**

Unless otherwise agreed in the specific conditions negotiated between the parties, a 30% deposit is required upon order placement, with the balance payable upon delivery. The payment period shall not exceed 45 days from the end of the month in which the invoice is issued, in accordance with Article L441-10 of the French Commercial Code.

**4.2 Late Payment**

In case of late payment, penalties equivalent to three times the legal interest rate will apply, in addition to a fixed compensation of €40 for collection costs, in accordance with Articles L441-10 and D441-5 of the French Commercial Code.

**4.3 VAT Identification**

For intra-community transactions, ORPHEO will provide the Client with its VAT identification number, and the Client commits to providing ORPHEO with their own VAT identification number at the time of order placement.

**5. DELIVERY****5.1 Lead Time**

Standard systems are delivered within an indicative period of 90 days following order acceptance. This timeframe is non-binding. A minor delay shall not justify order cancellation or refusal of goods. Estimated delivery times may be affected by customs procedures in the Client's country. ORPHEO is not responsible for delays due to customs inspections, import restrictions, or other regulatory processes.

**5.2 Transfer of Risks**

Risk transfers to the Client upon delivery to the agreed location, in accordance with the DAP (Delivered at Place) Incoterm. The Client assumes all risks related to transportation from that point onwards. ORPHEO shall not be liable for delivery delays attributable to the Client (e.g., delayed transmission of required information).

**5.3 Receipt and Claims**

The Client agrees to return to ORPHEO a signed and dated copy of the delivery note accompanying the hardware and software, which serves as the acceptance report. The Client has 8 days from the delivery date, or from the installation and commissioning date (if performed by ORPHEO), to report any reservations. Beyond this period, acceptance is deemed granted by default.

**6. EXPORT AND CUSTOMS FORMALITIES****6.1 Customs Duties and Taxes**

Unless otherwise agreed in writing, deliveries are made under Incoterm DAP (Delivered at Place). Under DAP Incoterm, ORPHEO is responsible for delivering the goods to the agreed location. All import duties, taxes, and customs clearance fees at the destination country are the sole responsibility of the Client. The Client is responsible for completing customs clearance upon arrival and unloading the

goods at the final destination. ORPHEO shall not be liable for additional costs incurred during customs clearance.

**6.2 Export Documentation**

The Client must provide ORPHEO with all necessary information and documentation required for export, including but not limited to the final recipient's contact details, import authorizations, and any applicable licenses. ORPHEO shall not be responsible for delays caused by missing or incorrect documentation.

**6.3 Compliance with Import Regulations**

The products and software supplied by ORPHEO may be subject to export control regulations. The Client is responsible for ensuring compliance with any applicable laws and obtaining the necessary authorizations for importation into their country. ORPHEO reserves the right to refuse sales to destinations where export restrictions apply.

**7. INSTALLATION****7.1 Installation by ORPHEO**

When installation and commissioning are provided by ORPHEO, as explicitly stated in the commercial offer, the Client agrees to provide access to the premises and necessary information. Any delay caused by the Client may result in additional charges.

**7.2 Installation by the Client**

In all other cases, installation and commissioning are the Client's responsibility. ORPHEO will provide installation guidelines accordingly.

**8. RETENTION OF TITLE**

ORPHEO retains ownership of the goods sold until full payment of the principal amount and related charges. In case of non-payment, ORPHEO may reclaim the goods in accordance with applicable legal provisions.

**9. WARRANTY****9.1 Duration**

Systems supplied by ORPHEO are covered by a two-year warranty from the delivery date. Batteries, being consumables, are covered by a one-year warranty. Used equipment is covered by a six-month warranty.

**9.2 Exclusions**

The warranty does not cover normal wear and tear, damage due to improper use, defects resulting from poor maintenance, or modifications or repairs carried out without ORPHEO's written consent.

**9.3 Legal Warranty Against Hidden Defects**

In accordance with Articles 1641 et seq. of the French Civil Code, ORPHEO guarantees the Client against hidden defects. The Client has two years from the discovery of the defect to take action.

**9.4 Maintenance**

After the two-year warranty period, the Client may enter into a maintenance contract with ORPHEO. The annual maintenance fee for ORPHEO systems is determined according to the applicable rate at the time of contract conclusion.

**10. LIABILITY**

ORPHEO's liability is limited to the order amount. ORPHEO shall not be held liable for indirect damages such as loss of revenue, data loss, or any similar damages.

**11. FORCE MAJEURE**

ORPHEO shall not be held liable for failure to fulfill its obligations due to force majeure, as defined in Article 1218 of the French Civil Code.

**12. CONTRACT TERMINATION**

In case of the Client's failure to meet their obligations, and after a formal notice remaining unaddressed for 30 days, ORPHEO may terminate the contract automatically, without prejudice to potential damages. Any deposits paid will remain acquired by ORPHEO as compensation.

**13. APPLICABLE LAW AND JURISDICTION**

These GTCS are governed by French law. Any dispute shall be subject to the exclusive jurisdiction of the Commercial Court of Grenoble. These General Terms and Conditions prevail over any other terms and conditions, and the Client expressly waives the right to invoke any conditions they may have established.