

GENERAL TERMS AND CONDITIONS OF SALES

1 GENERAL ISSUES AND SCOPE OF APPLICATION :

The company ETISENSE SAS (Société par actions simplifiée) is specialized in the development, the scientific validation, the marketing of connected physiological monitoring solutions and the provision of all services related to instrumentation.

These general terms and conditions of sale (GTS) apply to all contracts, quotes, technical and commercial proposals or orders between the company ETISENSE, hereinafter referred to as "ETISENSE" and any customer having the status of professional hereinafter referred to as "Client". The GTS prevail over any conditions not expressly accepted by ETISENSE and in particular over the Customer's general conditions, except with ETISENSE's express and prior waiver. The fact of ordering implies the Customer's full and unreserved acceptance of these GTS and the technical and commercial proposal (hereinafter referred to as the "Proposal") established by ETISENSE and validated by the Customer, setting the specifications and conditions. sale or rental of products

2 DEFINITIONS:

Terms with the first letter capitalized have the following meaning whether they are in the singular or in the plural:

"Proposal": refers to a technical and commercial proposal document drawn up by ETISENSE including in particular the technical response proposed to the Customer, a price offer (estimate) for the Products, Rental services or Services offered to the Customer as well as the associated commercial conditions.

"Product(s)": refers to an Equipment, an Accessory or a Software marketed by ETISENSE.

"Equipment (s)": refers to an electronic device marketed by ETISENSE and whose functionalities and characteristics are described in its Technical Notice.

"Software (s)": Refers to a software marketed by ETISENSE whether installed and linked or not to an Equipment. Software can be provided in the form of executables, binaries, source code, macro, or data format.

"Accessories": refers to an element required for the operation of one or more Equipment and whose duration of use is limited in time or by use.

"Rental": refers to any temporary provision of a set of Products to the Customer by ETISENSE, whether or not it is associated with services.

"Service (s)": refers to any service provision related to one or more Products (maintenance, training) and more generally any Intellectual service provided by ETISENSE at the Customer's request.

"Material": means an inseparable set of Products, Technical Notices as well as their conditioning and packaging, which are the subject of a Rental by the Customer.

"User Requirement Specifications": refers to a document detailing the needs and expectations of the Client submitted to ETISENSE for the purpose of establishing the Proposal.

"Technical Notice (s)": refers to the documents detailing the functionalities, technical characteristics and terms of use of a Product delivered in any printed or digital medium by ETISENSE to the Customer.

"Date of delivery": Refers to the date on which the order is actually made available to the Customer either for purchase or rental order.

"Party (s)": refers to individually or collectively the Customer or ETISENSE.

3 ORDERS

3.1 Acceptance of orders:

Any order is deemed to be complete when it is formalized by the sending by the Customer to ETISENSE of the estimate issued by ETISENSE countersigned by the Customer mentioning "Good for Agreement" or by the sending by the Customer of an order form in accordance with the

Proposal issued by ETISENSE. The order form must include an order number, the Proposal number (s) to which it refers, the contact details of the end user, the delivery address and the references of the Products, Services or Rentals orders. Orders shall be sent by email at sales@etisense.com.

ETISENSE is only bound by the commitments appearing in the Proposal and included in the order form.

The acceptance of any order assumes that the Customer presents sufficient financial guarantees and that he will actually pay the amount due when they fall due. Also, if ETISENSE has serious reasons to fear payment difficulties on the part of the Customer on the date of the order or after it, ETISENSE may make the acceptance of the order or the continuation of its execution subject to payment. cash or the provision, by the Customer, of guarantees for the benefit of ETISENSE.

3.2 Modification of orders:

Any order is deemed final after ETISENSE's acceptance of said order, it being understood that an order is considered accepted in the absence of a refusal notified by ETISENSE to the Customer within five (5) working days following the date of receipt of the order. Any modification requested by the Customer at the end of the acceptance of the order by ETISENSE or at the end of the said period of five (5) days, in particular on the quantities, the quality or the delivery schedule and / or realization, is subject to the written acceptance of ETISENSE. The Customer will pay ETISENSE all the costs incurred and all the direct or indirect consequences which result from the modification of an order (in particular the costs of the requested supplements, re-stocking, logistics costs, controls) and will support any extension of the deadlines.

3.3 Cancellation of orders:

The order expresses the Customer's consent irrevocably; no cancellation of an order can be taken in account if it has not been accepted by ETISENSE. In this case, the Customer will reimburse ETISENSE for all the costs incurred (in particular specific equipment, study costs, labor and supply costs, tools) and all the direct and indirect consequences which result therefrom. The quantities of Products, subject of the order, available at the time of its cancellation will be given to the Customer who will be held to take

delivery and to pay them. In addition, any sum already paid will remain acquired to ETISENSE.

4 DELIVERIES:

4.1 Terms of delivery:

The delivery costs are charged to the Customer who has the possibility:

- to use its own carrier. This one will then ensure the removal of the goods directly from ETISENSE's premises.
- to ask ETISENSE to ensure the delivery of the Products by a carrier chosen by ETISENSE. Delivery is then made to the Customer's address as indicated on the countersigned order.

4.2 Delivery time:

The indicative delivery times are indicated in the Proposal transmitted to the Customer by ETISENSE. The delivery schedule will be confirmed to the Customer after the order has been placed and accepted by ETISENSE. ETISENSE will make its best efforts to respect the delivery time, however, unless otherwise provided this time does not constitute a deadline. Consequently, any reasonable delay in the delivery of the Products could not give place with the profit of the Customer with: the allocation of damages, nor with the cancellation of the order. In addition, the responsibility of ETISENSE cannot in any case be committed in the event of delay attributable to the Customer or to a case of force majeure as defined in article 19 of the present document.

4.3 Passing of risks and customs clearance:

Unless otherwise agreed between the Parties in the Proposal, the Products are delivered:

- DAP (Incoterm 2020) for the city indicated in the delivery address of the countersigned quote or the order form when the Carrier is mandated by ETISENSE;
- FCA (Incoterm 2020) when the Carrier is mandated by the Customer.

The costs of any customs clearance formalities are the responsibility of the Customer.

It is the responsibility of the Customer to check the condition of the Products upon delivery under the conditions referred to herein.

5 RECEIPT OF GOODS:

5.1 Date of delivery:

The Date of delivery of the Products to the taking possession by the Customer:

- in the case of a delivery by a Carrier chosen by ETISENSE: on the Date of delivery of the goods by the carrier;
- in the case of a delivery by a Carrier chosen by the Customer on the date the Products are taken over by the carrier appointed by the Customer;
- in the case of a hand-delivery by ETISENSE on the date indicated on the delivery note signed by the Customer.

5.2 Damage and missing:

It is the Customer's responsibility, in the event of damage to the Products delivered or shortages noted in the presence of the delivery person, to make reservations to the carrier with the issues noticed written directly on the delivery bucket. The Customer shall confirm its complaint to the carrier by sending a registered letter with acknowledgement of receipt within three (3) days of its receipt from the carrier, in accordance with Article L.133-3 of the French Commercial Code, a copy of which will be sent simultaneously to ETISENSE.

Any Product which has not been the subject of a complaint following this procedure will be considered accepted by the Customer. The reservations formulated by the Customer must be complete, motivated and as precise as possible. It is up to the Customer to provide all justifications as to the reality of the defects or shortages noted.

When after control an apparent defect or a lack is effectively noted by ETISENSE, the Customer will be able to ask ETISENSE only for the replacement of the nonconforming Products and/or the complement to be brought to fill the lacks, with the expenses of ETISENSE, without the Customer being able to claim any allowance or the resolution of the order.

5.3 Non-conformity of the Products:

The Customer agrees to check the conformity of the delivered Products with regard to the Proposal and the specifications indicated in the Technical Notice of the said Products within a period of fifteen (15) working days as from the date of delivery (or of installation if this one is entrusted to ETISENSE) of the Products at the address indicated by the Customer.

Within this period, ETISENSE agrees to take back, at its expense, the Products found not to be in conformity with the specifications referred to in the Technical Notice. The Products must be returned to ETISENSE in their original packaging. Any complaint made by the Customer under the conditions and according to the methods described in this article does not authorize the Customer to suspend payment for the Products concerned.

No return of Products can be made by the Customer without the prior express written agreement of ETISENSE.

6 PRICE - INVOICING:

6.1 Price:

The prices are established net of tax, without discount, and are for goods deposited and taken at the premises of ETISENSE. Thus, unless otherwise stipulated in the Proposal, the costs of transport, insurance, customs, are the responsibility of the Customer. Unless the Customer requests specific packaging, packaging costs are included in the price.

Prices are firm and non-revisable.

The prices of the Products, Services or Hire costs appear in the estimate issued by ETISENSE and accepted by the Customer.

6.2 Billing:

Unless otherwise provided, upon registration of the order, the Customer shall pay a deposit of 30% of the total amount excluding taxes of the invoice.

ETISENSE will bill:

- the balance to be paid on the date of delivery of the Products ordered.
- the balance of the Services on the date of completion of the said Services.
- the balance of Rental fees on the date of delivery of the Equipment.

Invoices are payable within thirty (30) days from the date of issue of the invoice.

6.3 Discounts and rebates (discounts, reductions):

ETISENSE can be brought to grant discounts and/or rebates, taking into account an agreement made with the Customer during the elaboration of the estimate.

7 PAYMENT TERMS:

7.1 Late payment:

Any non-payment on a due date shall automatically and without the need for prior notice result in the application to the sums due of late interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 (ten) percent points.

The debtor shall also be liable by operation of law, in the event of late payment, for collection costs of 40 (forty) euros, as determined by decree, pursuant to Article L 441-6 of the Commercial Code, on the date hereof.

7.2 Terms of payment:

Payments are made to the order of ETISENSE at its billing address. All invoices are payable thirty (30) days from the date of the invoice. Payment must be made in the currency indicated on the quote, by bank transfer. For international payments, ETISENSE reserves the right to demand payment by any other means deemed necessary. No discount will be granted to the Customer for early payment unless otherwise stipulated in writing and explicitly signed by ETISENSE.

In the event of a significant deterioration in the Client's solvency as well as in the event of the sale of its company or business, rental or pledge of all or part of its business, ETISENSE may, at its option, either require payment in advance or require additional guarantees. In the event of non-payment in full of an invoice that is due, after formal notice has remained ineffective within forty-eight (48) hours, ETISENSE reserves the right to suspend any delivery / realization in progress and / or to come. In the event that a Customer places an order with ETISENSE, without having made payment on the due date of the previous order (s), ETISENSE may refuse to honor the order and deliver the concerned Products, without the Customer may claim any compensation, for any reason whatsoever.

8 LICENSE AGREEMENTS

8.1 Responsibilities

The "Customer" agrees to use the products in accordance with the recommendations of the Technical Notices provided by ETISENSE. The Customer remains solely responsible for its use of

the Products and the consequences that may result from their use or interpretation of the results provided by the Products.

ETISENSE agrees to provide "reasonable" assistance to the Customer in order to find a solution in case of a problem encountered by the Customer with one of the Products. Depending on the nature of the problem and the applicable warranties, this service may result in a charge to the Customer after agreement of the latter under the conditions specified in Article 12 hereof.

8.2 Use of Products

The Products are intended for laboratory use by trained professionals exclusively for research and development, teaching or training activities

ETISENSE's Products are not intended for use as a Medical Device. They must not be used to diagnose, treat, or monitor a patient's or monitor a patient's condition.

The possible conformity of certain Products to standards in the field of medical devices such as IEC 60601-1 or ISO 13485 is only intended to provide additional guarantees of reliability and safety to the Customer. It shall in no way be interpreted as the assimilation of the Product in question to a medical device.

8.3 Software License Agreements

The use of the Software is subject to the acceptance of the End-User License Agreement by the Customer which must be validated by the Customer at the first use of the Software. The End-User License Agreement is available directly in the Software, as well as on the ETISENSE web site. ETISENSE's Software is not for resale, not transferable and no modification may be made to it.

For Software provided installed on Equipment, the license granted is for exclusive use on the Equipment in question. Copying or attempting to install such Software on any other device is prohibited without the written consent of ETISENSE.

9 WARRANTY

9.1 Warranty on Equipment and Accessories:

The Equipment and Accessories sold by ETISENSE are manufactured and tested with high quality standards. ETISENSE guarantees to

the Customer their good functioning according to the following conditions.

Special conditions according to the Products:

- Acquisition server (SRV-STARTER or SRV-ADV) or acquisition Units (U2-ACQ): these Products are guaranteed for two (2) years from the Date of delivery parts and work force;
- Transmitters EMET-HD: the transmitter, the battery are guaranteed for one (1) year from Date of delivery parts and work force;
- Accessories: Accessories for which an expiry date appears on the packaging are guaranteed until the expiration of this date. The other Accessories are guaranteed for one (1) year from Date of delivery parts and work force;
- Other Products: The other Products are guaranteed for one (1) year from Date of delivery parts and labor.

Warranty disclaimer: The guarantee only applies to the Products mentioned in this document. The following are excluded from the guarantee:

- Premature wear of the Products due to impacts, liquid or liquids or fluids splashes, or resulting from degradation by animals (biting, crushing, etc.)
- Any use outside the normal conditions of use and the specifications indicated in the Technical Notices of the Products
- Any intervention aimed at opening, dismantling, reassembling, or repairing a Product.

9.2 Software warranty

ETISENSE guarantees to the Customer that:

- The functionalities of the supplied Software are in conformity with the Technical Notices.
- The version of the provided Software is in conformity with those written in the Proposal.

In the event of proven non-conformity, ETISENSE agrees to use "reasonable" efforts to provide either a patch or a procedure to resolve the problem or to replace the Software if necessary.

9.3 Software Updates

ETISENSE regularly offers updates for its Software including patches and new features which may or may not be provided free of charge.

To benefit from the updates, it is necessary to connect the equipment on which Software is installed to an Internet access or failing that to order, from ETISENSE, an off-line update support which will be invoiced and sent to the Customer by ETISENSE.

The acquisition of a Software includes a free access to the updates of the version of the Software provided during the 12 months as from the Delivery Date.

At the end of this package the Customer will have to subscribe to an Annual Maintenance and Support Contract to continue to benefit from the updates.

9.4 Application support

To obtain a support under warranty of a Product the Customer must approach the technical support of ETISENSE as indicated in article 12.1 of the presents.

10 RENTAL OFFER

ETISENSE offers to its Customers a Rental offer for its Products described below.

Any Accessories required to use the Equipment are not rented and must be purchased by the Customer in addition to the rental fee.

10.1 Rental period

The Rental begins on the Date of Delivery of the Equipment to the Customer and for the irrevocable duration, provided in the Proposal signed by the Customer.

The Rental of the Equipment ends on the day it has been fully received by ETISENSE, subject to verification of its integrity and good working order.

The extension of the duration of the Rental by the Customer is subject to a prior written agreement of ETISENSE. In this case, the provisions of these terms and conditions shall remain applicable by operation of law until the new expiry date.

If the Customer terminates the Rental before the end of the term specified in the Proposal, the full amount of the Rental shall be retained by ETISENSE.

10.2 Conditions of Provision of Equipment

The Equipment put at your disposal is guaranteed to be in good working order. It is made available in protective packaging or in cases with foam padding. The packaging must be returned with the Equipment at the end of the Rental.

In the absence of a dedicated Service provided by ETISENSE, the installation and configuration of the Equipment is the responsibility of the Customer and is done under his sole responsibility.

The Equipment is cleaned before Renting without ETISENSE guaranteeing their sanitary status. The Customer is free to decontaminate the Equipment and Products by using a decontamination process in accordance with those indicated in the Product's Technical Notices.

10.3 Reception of the rented equipment

The list of Products constituting the Equipment rented to the Customer by ETISENSE will be indicated in the Proposal. This list will be included on a delivery note given to the Customer at the time of delivery of the Equipment.

It is the responsibility of the Customer, in the event of damage to the Equipment delivered or missing items found in the presence of the delivery person, to make all the necessary reservations with the carrier under the conditions described in article 5.1.

When taking possession of the Equipment, the Customer checks that it complies with the attached delivery note. The customer can make any reservations he deems useful on the condition of the Equipment or a missing item directly on the delivery note which must be returned to ETISENSE no later than the working day following the Date of Delivery of the Equipment. After this period, the Equipment is deemed to comply with the order.

10.4 Use of the Equipment

The use of the rented Equipment is subject to the acceptance of the license agreement and the conditions of use defined in Article 8 hereof. The Customer is responsible for the use of the Equipment and for any damage that may result from it. The Customer agrees to use the Equipment in accordance with the recommendations of the Technical Manual of the rented Products.

Sub-letting and lending of Equipment are prohibited.

Any modification or attempt to repair or dismantle the Equipment is forbidden without the written agreement of ETISENSE.

The Customer is the sole owner of the data recorded with the rented Equipment. For the reason of confidentiality ETISENSE will ensure a deletion of the data once the Equipment is returned. The Customer has the possibility of backup its data on the support and by the means of its choice and of erasing them from the rented Equipment according to the procedure indicated in the Technical Notice of the Software. No backup or copy will be kept by ETISENSE.

10.5 Failure and damage to Equipment

The Customer agrees to notify ETISENSE immediately of any defect or failure of the Equipment and at the latest within 24 hours of their discovery. The Customer must make a request to the Customer support according to the procedure described in 12.1. The Customer agrees to stop using any possibly defective Hardware.

When a defective Hardware is reported to him, ETISENSE Customer Support will contact the Customer in order to carry out a diagnosis to establish the nature of the problem and its origin.

For cases of accidental failure not attributable to the Customer: ETISENSE will ensure the replacement of the defective Hardware without charge and as soon as possible. The Customer will benefit from a postponement of the duration of the Rental equivalent to the number of days necessary for the replacement of the Equipment. The defective Equipment must be returned to ETISENSE.

In all other cases of total or partial breakdowns, attributable to the voluntary or involuntary act of the Customer being able to result from a prohibited use or not recommended in the User's Manual, ETISENSE will invoice the Customer the expenses of restoration of the Material or its replacement.

10.6 Return of Material:

The Customer must, at the end of the period of use, return all the Equipment in good working order and in the original packaging, the Equipment having been subjected by the Customer only to normal wear and tear as a result of use by a technically competent user.

The Customer is required to clean and decontaminate the rented Equipment before returning it to ETISENSE. The Customer shall use a compatible process among those indicated in the Technical Notices of the Products. If not, an additional decontamination and cleaning fee of 250€ excluding taxes will be charged to the Customer.

The possible transport costs for the return of the Equipment to ETISENSE are the responsibility of the Customer by the carrier of its choice. The Equipment is transported under the responsibility of the Customer. The Equipment is considered returned after signature of the delivery note of the carrier, verification of its integrity and its good working order by ETISENSE. An acknowledgement of receipt will be sent to the Customer.

Any delay of restitution of the Material assigned to the Customer is chargeable by ETISENSE of full right and without formality preliminary to the Customer.

The delay is assessed by comparison between the date of return provided the Proposal (or any subsequent agreement formed between ETISENSE and the Customer) and the actual date of recovery of the Equipment by ETISENSE.

ETISENSE reserves the right to invoice the expenses of restoration and to invoice all or part of the not restored Equipment according to the procedure described in this article.

10.7 Miscellaneous obligations:

The Customer accepts and expressly recognizes having made the choice, under its exclusive responsibility, of the Equipment, subject of the Agreement. It will thus have no action or recourse against ETISENSE if the Equipment supplied does not meet its needs.

11 SERVICE OFFER

ETISENSE offers a set of Services to its Customers to support them in the installation, use and maintenance of the Products acquired.

11.1 Installation and Training:

ETISENSE's Products are systematically supplied with a Technical Notice containing a user manual detailing the specifications and procedures of use. The installation of the

equipment and Software ordered is the responsibility of the Customer and is done under his sole responsibility.

In addition, the Customer may subscribe to an Installation Support Service and training in the use of the equipment and/or Software ordered. He will then benefit from:

- An on-site customized installation and training by a representative (half a day)
- a credit of 4 hours of dedicated online Technical Support valid for 4 months from the completion of the training to complete the handling.

The exact content and date of these Services will be defined in a Proposal established according to the Customer's needs. The Services will be performed at the place and date indicated on the order form or the countersigned estimate. If an on-site intervention is not possible, the Services may be performed remotely via a tool defined by mutual agreement between the Parties. These Services will be accompanied by educational materials given to the Customer.

11.2 Maintenance and support offer

The Customer has the possibility of subscribing to a maintenance and support contract in order to be accompanied in the use of the Products and to ensure their correct operation over time.

This contract will be defined according to the customer's needs. It may include:

- Priority access to technical support by ETISENSE teams and shortened response times
- The access to the updates of the Software acquired beyond the period of guarantee
- Preventive and/or curative maintenance of the
- equipment.

The content of the contract will be defined between ETISENSE and the Customer through a Proposal reflecting the needs expressed by the Customer in a User Requirement Specifications document provided to ETISENSE.

11.3 Additional Services:

Additional services may be provided by ETISENSE on request; such as:

- Data analysis or study design

- Custom jacket design
- Custom data export format
- Custom trainings

This kind of services will be agreed between the Customer and ETISENSE through a Proposal reflecting the needs expressed by the Customer in a User Requirement Specifications document provided to ETISENSE.

12 CUSTOMER SUPPORT

In case of a difficulty encountered with the use of the Products, the Customer will be able to open a ticket with Customer Service in order to identify the problem. encounter.

12.1 Customer Support request:

Requests to be taken in charge by the Customer Service are made by email to support@etisense.com or via the dedicated form on the **etisense.com website**. The Customer will receive an acknowledgement of receipt of his request.

- If the problem is our responsibility, the Customer will not be asked to pay any additional costs.
- If the Customer's responsibility is engaged or for any technical or scientific assistance out of the scope of the guarantees, ETISENSE reserves the right to invoice the service or to debit the assistance time on the Customer's Technical Support hours credit.

12.2 Customer Support Billing

Technical assistance out of warranty is billed in time.

Maintenance or repair services outside of the warranty period will be subject to the Customer's agreement to pay for them based on a Proposal stating the cost of the Service.

Any transportation and customs fees are the responsibility of the Customer.

13 RESERVATION OF OWNERSHIP :

ETISENSE retains full ownership of the Products until the effective payment of the full price in principal and accessory followed by the collection of the corresponding sums, even in the event of granting of a payment deadline. Failure to pay any of the due dates may result in the Products being reclaimed. Nevertheless, from the moment of

delivery, the Customer assumes responsibility for any damage that the Products may suffer or cause.

14 INTELLECTUAL PROPERTY:

All intellectual property rights and know-how belonging to ETISENSE and incorporated in the Products delivered and/or the content of the documents provided to the Customer are and remain the exclusive property of ETISENSE. Any transfer of intellectual property rights or know-how to the Customer must be the subject of a contract between ETISENSE and the Customer. In the absence of a specific written agreement with the Customer, ETISENSE reserves the right to dispose of and use its own know-how and technology developed during the supply of the Products.

15 REFERENCE:

The Customer agrees to mention the name of ETISENSE in the circumstances and/or scientific articles where it mentions the Products of ETISENSE.

The Customer authorizes ETISENSE to make mention of its name on a list of references, which ETISENSE will be able to diffuse near its customers and its prospects.

16 CONFIDENTIALITY:

ETISENSE and the Customer mutually commit themselves to a general obligation of confidentiality relating to the elements (documents on any support whatsoever, and in particular: Technical Notice, discussion reports, plans, drawings, diagrams, know-how, etc.) exchanged within the framework of the order, the execution, and the supply of the Products and/or realization of the Services. The Customer recognizes that any element having a bond with the Products, object of the order, given by ETISENSE, or Service carried out by ETISENSE, within the framework of the present, is regarded as confidential and is prohibited from communicating it, entirely or partly, with thirds parties, without the preliminary written authorization of ETISENSE or to use it with other ends than those to which they were given to him.

17 RESPONSIBILITY :

The total liability of ETISENSE for any claim, liability, or expense, however arising, is limited to the amount of the order in dispute. Indirect damages suffered by the Customer are excluded from any claim for compensation. Indirect damages include, but are not limited to, loss of sales, operating loss, commercial loss, loss of profit or any claim made by any third party against the Customer.

The Parties acknowledge that the provisions of this clause are determinative of their willingness to contract together and that the agreed price reflects the allocation of risk between the Parties and the resulting limitation of liability.

18 SUBCONTRACTING :

ETISENSE may subcontract the performance of part of its obligations to one or more subcontractors of its choice. ETISENSE will remain responsible to the Customer for the performance of its obligations.

19 FORCE MAJEURE :

The responsibility for ETISENSE could not be implemented if the non-execution or the delay in the execution of one of its obligations described in the present GTS results from a case of absolute necessity. Are considered as force majeure, in the sense of French law, the events beyond the control of the parties, that they could not reasonably be expected to foresee, and that they could not reasonably avoid or overcome, insofar as their occurrence makes the execution of the obligations totally impossible.

In addition, the following are considered as cases of force majeure: total or partial strikes, internal or external to ETISENSE, blockages of the means of transport for any reason whatsoever, unavailability or shortage of stock of Materials ordered from suppliers or subcontractors of ETISENSE, blockage or disruption of means of communication, telecommunications or postal,

the inability to travel or government restrictions in case of epidemic or pandemic (health crisis)

The occurrence of a case of absolute necessity has the effect of suspending the execution of the contractual obligations of ETISENSE..

20 APPLICABLE LAW / ATTRIBUTION OF JURISDICTION :

THESE GENERAL TERMS OF SALE AND THE SALES THEY GOVERN ARE SUBJECT TO FRENCH LAW TO THE EXCLUSION OF ANY OTHER LAW. ANY DISPUTE CONCERNING THESE GENERAL TERMS AND CONDITIONS OF SALE AND IN PARTICULAR THEIR APPLICATION, INTERPRETATION, EXECUTION AND SALES CONTRACTS CONCLUDED BY ETISENSE, OR THE PAYMENT OF THE PRICE, SHALL BE BROUGHT BEFORE THE COMMERCIAL COURT OF LYON, TO THE EXCLUSION OF ANY OTHER JURISDICTION, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD PARTY CLAIMS, REGARDLESS OF THE PLACE OF THE ORDER, DELIVERY AND PAYMENT AND THE METHOD OF PAYMENT. THE ATTRIBUTION OF JURISDICTION IS GENERAL AND APPLIES, WHETHER IT IS A MAIN CLAIM, AN INCIDENTAL CLAIM, AN ACTION ON THE MERITS OR AN APPEAL.

21 WAIVER :

The fact for ETISENSE not to use one of these clauses at a given time, cannot be worth renunciation to prevail itself later on of these same clauses.

22 LANGUAGE :

In case of translation of these GTS into another language, only the French version shall prevail