

AQUA-TOOLS
SAS (simple-form share company) with capital of €187,392
26 rue Charles Edouard Jeanneret – 78300 POISSY
R.C.S. Versailles No. B 514 237 759

Between

AQUA-TOOLS, a *société par actions simplifiée* (simple-form share company), with capital of €187,392, whose headquarters is 26 rue Charles Edouard Jeanneret – 78300 POISSY, registered with the Register of Trade and Companies of Versailles under RCS No. B 514 237 759, represented by Mr Luc DELABIE in his capacity as CEO duly accredited for the purposes contained herein.

Hereinafter known as the Company or AQUA-TOOLS or the AQUA-TOOLS Company

On the one hand,

And the natural person or legal entity purchasing the Goods of the Company,

Hereinafter known as the Customer or the Customers

On the other hand,

In the light of the foregoing, the following has been agreed:

WHEREAS

AQUA-TOOLS is a company specialising in the research, development, distribution and manufacturing of technical, principally plastic, systems for the betterment of hygiene, fighting disease, infections and contamination and, more broadly, in the field of biomedical devices capable of providing solutions in the healthcare environment, public buildings and in the consumer markets.

AQUA-TOOLS manufactures and sells showerhead filters and filters for taps capable of capturing the generality of microorganisms of hydric origin (known as sterilising filters) intended for healthcare facilities, for public buildings and for home hospitalisation services.

ARTICLE 1 - PURPOSE

These General Terms and Conditions of Sale (hereinafter known as the "Conditions") detail the rights and obligations of AQUA-TOOLS and of its Customers in regard to the sale of Goods which notably include filters for showerheads, taps and accessories (hereinafter known as the "Goods").

Customer represents having acquainted itself with these Conditions before placing purchase orders for the Goods.

Customer when opting to purchase the Goods, expressly and irrevocably accepts the terms as set out below in these Conditions. Any and all sales are governed by these Conditions.

Any such stipulations or conditions shown in the Customer's purchase order as may be in any way whatsoever be incompatible with these Conditions, or as may be added thereto, shall not be binding upon AQUA-TOOLS without its express consent.

These Conditions are available to the Customer.

Failure by AQUA-TOOLS to seek Customer's strict discharge of any one of the obligations hereby laid upon the Customer shall not be deemed relinquishment by AQUA-TOOLS of its rights and AQUA-TOOLS reserves the right at any time to demand from Customer the strict and complete execution of the obligations hereby laid upon same.

ARTICLE 2 - PRESENTATION OF THE GOODS

The characteristics of the Goods proposed for sale are presented under the heading Catalogue in our website www.aquatools.com.

The photographs fall outside contractual scope. AQUA-TOOLS disclaims all responsibility for errors if any introduced. Copyright and intellectual property rights including *droits d'auteur* (author's rights) to all text and images presented on the AQUA-TOOLS website are reserved for the whole world; the reproduction (including partial reproduction) of all such texts and images is strictly prohibited.

ARTICLE 3 – DURATION OF VALIDITY OF OFFERS OF SALE

Goods are proposed for sale until stocks run out. If a purchase order is raised for goods no longer available, Customer shall be informed as soon as possible by e-mail or by postal service.

ARTICLE 4 – PURCHASE ORDERS

Article 4.1 – Placing a Purchase Order

All Purchase Orders placed with AQUA-TOOLS are firm and definitive

Customer's signature placed on its Purchase Order is deemed its acceptance in whole of these Conditions, subject to the special Conditions attached to these Conditions and accepted by AQUA-TOOLS and its Customer.

Purchase orders must be placed in numbers of packaging units. All Purchase Orders must be expressed in multiples of the outer packaging units shown in the offer of prices. The reference number shown in the offer of prices and the name of each article or ACL code must be stated in the Purchase Orders.

AQUA-TOOLS disclaims all responsibility for errors of shipment caused by mistaken drafting by Customer of its purchase order. However, AQUA-TOOLS may in certain circumstance accept the return of Goods under the Conditions specified herein, Article 11.2.

Article 4.2 – Availability of Goods

Goods are proposed for sale subject to their availability in reasonable quantities. If after receipt by AQUA-TOOLS of a purchase order, Goods are unavailable, Customer shall be immediately informed by post or e-mail of the lead time for their supply.

Article 4.3 – Acceptance of Purchase Order

No Purchase Order shall be deemed accepted until AQUA-TOOLS has issued written acceptance thereof.

In the event of late payment, AQUA-TOOLS reserves the right to withhold execution of the Purchase Order until payment in full of any sums due to it.

If there is no confirmation, delivery shall be deemed acceptance of the Purchase Order. The Purchase Order thus confirmed may not be cancelled except by prior agreement from AQUA-TOOLS.

ARTICLE 5 – PRICES - TARIFF

Prices of AQUA-TOOLS Goods are fixed by the offer of prices or by special agreements in force on the date of placing the Purchase Order.

For any order of value exceeding €500 ex-VAT, prices are net, shipment and packaging costs paid. For lesser order values, Customer is charged expenses of carriage and packaging.

ARTICLE 6 – PRICE REDUCTIONS

No end of period price reduction shall give rise to the grant to Customer of any rights, no matter that price reductions may previously have been granted and irrespective of their number or extent, until the terms and conditions have been met for granting the price reduction in question. Terms and conditions of purchase must at the outset of each period have been expressly determined by AQUA-TOOLS.

Any end of period price reduction promised to Customer shall not be granted except under the express condition that all the invoices for deliveries in the period used as a basis of calculation of price discounts have been fully paid by their agreed due dates.

ARTICLE 7 - PAYMENT

Article 7.1- Terms of payment

Invoices are payable under the terms stated in each invoice.

Invoices shall be payable by cheque, bank wire order, truncated bill of exchange (LCR), or postal order (CCP) as set out below:

- By 30 days of date of invoice for the following Customers: private laboratories, resellers, industry, Actors in the water industry and distributors;
- In accordance with the provisions in force for the time being of the *Code des Marchés Publics* (Code of Public Procurement): hospitals and government bodies and administrations.

AQUA-TOOLS may waive the above terms set in the following circumstances: business relationship established with a new Customer or in the presence of a financial risk potentially prejudicial to the solvency of an existing Customer.

Article 7.2- Late payment

Pursuant to Article L. 441-6 of the French Commercial Code, any late payment shall at supplier's discretion and as of the first day of late payment entail application of the following procedures:

- Application to the sum outstanding of penalty interest for late payment at the most recent European Central Bank refinancing rate increased by ten percentage points (*loi de modernisation de l'économie - French law on modernisation of the economy No. 2008-776 of 4 August 2008*);

- Application of a flat-rate €40 indemnity for expenses of debt recovery (*Article D 441-5 of the French Commercial Code, European Directive 2011/7 of 16 February 2011, Law 2012-387 of 22 March 2012, and government order 2012-1115 of 2 October 2012*);
- When the expenses of debt recovery exceed said flat-rate indemnity, additional indemnification is claimable on presentation of evidence of the expense incurred;
- Immediate settlement, on issuance of formal notice to pay, of all other invoices irrespective of their agreed due dates and terms of payment;
- Payment to be made prior to the delivery of all previously placed Purchase Orders;
- Denial of price discounts granted to Customer or from which it may have benefited.

ARTICLE 8 – DISCOUNT

When payment is made prior to the originally envisaged due date, the price payable shall be discounted at the EONIA rate on a pro rata basis of the number of days of early payment.

In no circumstances shall Customer be authorised to deduct from an invoice a discount not previously agreed by AQUA-TOOLS.

ARTICLE 9 - GOODS

Article 9.1 - Goods and their sell-by date

AQUA-TOOLS undertakes not to deliver Goods whose sell-by date is less than 4 months forward . For urgent deliveries at Customer's express request, AQUA-TOOLS may waive the above provision. Customer will be informed of Goods sell-by dates, whose delivery requires Customer's prior agreement. AQUA-TOOLS will not accept the return of Goods whose sell-by date is less than 6 months forward.

ARTICLE 10 – DELIVERY PROCEDURES AND LEAD TIMES

Article 10.1 – Delivery Procedures

Goods are delivered to the delivery address indicated when the Purchase Order was placed and in accordance with the stated lead times for delivery.

Delivery is made:

- **Either** by direct hand-over of Goods to Customer;
- **Or** by dispatch attention Customer of notice of Goods availability in warehouse;
- **Or** to the place indicated by Customer in the purchase order.

Article 10.2 – Delivery lead times

Delivery lead times shown when the Purchase Order is registered are indicative only and in no wise guaranteed.

Delivery lead times do not take into consideration preparation times of the Purchase Order.

The delivery dates depend on the address given by Customer. For an address in Metropolitan France, delivery dates are one week and for other destinations, two weeks.

Consequently, any reasonable delay in Goods delivery shall not give rise to any Customer benefit in the form of or entitlement to:

- Award of damages and interest;
- Order cancellation.

Article 10.3 – Partial Deliveries

AQUA-TOOLS is authorised to honour Purchase Orders either in part or in whole.

Article 10.4 – Transfer of risk

For Goods whose delivery is the responsibility of AQUA-TOOLS and except if otherwise agreed, risk is transferred at time of delivery.
Carriage risk is borne by AQUA-TOOLS.
On delivery of Goods direct to Customer, transfer of risk is immediate.

ARTICLE 11 - COMPLAINTS - RETURNS - WARRANTY

Article 11.1 - Complaints

Whenever complaints are raised with AQUA-TOOLS, Customer is required to state:

- date of Purchase Order;
- date of receipt of Goods and number of delivery slip;
- batch number of Goods concerned, eventually including sell-by date shown on packaging;
- one or more box numbers involved;
- reasons for complaint in detail;
- date or number of the invoice for the Goods giving rise to complaint.

If Goods are missing or damaged in transport, Customer must state all necessary reservations on the delivery slip at time of their receipt.

The above reservations must furthermore be confirmed in writing within 7 days of delivery. Past such time, no complaint is allowable and AQUA-TOOLS' liability ceases.

Article 11.2 - Returns

Products may not be returned, except by prior written agreement of AQUA-TOOLS.

Carriage expenses are borne by Customer along with administrative costs billed at 5% of the value of the Goods returned .

Carriage expenses are not borne by AQUA-TOOLS except in the event of visible defect in the Goods duly recorded by AQUA-TOOLS, and AQUA-TOOLS shall be liable only for the simple replacement of these Goods, the payment of any and all indemnities, damages and interest being excluded.

Filters shall be packaged and conditioned in packages of 10. These FILT'RAY2G filters are medical devices CE Class 1 sterile and non-sterile.

Only singly packaged filters or filters conditioned in their original packaging box may be submitted for product return.

Products neither returned nor exchanged:

Filters presented in a damaged packaging unit are not returnable.

AQUA-TOOLS will not accept the return of Goods whose sell-by date is less than 6 months forward.

Article 11.3 – Warranty and exclusion

Goods are covered by warranty against any material or manufacturing defect for 12 months from date of delivery, subject to Article 8.2 herein. Operations performed under warranty shall not extend the period of warranty.

AQUA-TOOLS shall be liable only for such Goods as are recognised defective by AQUA-TOOLS itself.

Excluded from warranty are defects and deterioration of Goods caused by conditions of storage that are abnormal or incompatible with the nature of the Goods or are non-compliant to AQUA-TOOLS instructions, or caused by accidents of external origin or by improper maintenance.

ARTICLE 12 - RESERVE OF TITLE

In accordance with the provisions of the law, transfer of title in the Goods delivered shall take not take place until the day of payment in whole of the price of said Goods. Payment in the meaning of this provision shall not be recognised when presented in the form of a bill of exchange or other instrument constitutive of an obligation to pay.

However, in accordance with Article 10.4 of these Conditions, risk is transferred to the Customer as soon as the Goods become available to it or to one of its assigns or to the carrier (*Law No. 80.335 of 12 May 1980*).

In this regard, if Customer goes into the hands of a Receiver or into court-appointed administration, AQUA-TOOLS reserves the rights in the framework of insolvency proceedings to claim the Goods sold and remaining unpaid.

In the event of failure to pay by the agreed due date of a part or whole of the sums due, and 48 hours after notice to pay remains without effect, the sale may be cancelled with the full force of the law at AQUA-TOOLS discretion without prejudice to any and all damages and interest claimable from Customer.

Goods must immediately be placed at the disposal of AQUA-TOOLS unless it enforces their return at Customer's expense. The recovery of the Goods does not entail the cancellation of the sale agreement.

ARTICLE 13 - EXONERATION OF RESPONSIBILITY

Article 13.1 – Exoneration of responsibility and Export.

AQUA-TOOLS disclaims all responsibility in the event of failure to comply with the legislation of the country of delivery of the Goods.

It is Customer's responsibility, in regard to the possibilities of importing or using the Goods or services that the Customer is envisaging to order, to check with the local authorities.

Article 13.2 – Improper use.

AQUA-TOOLS cannot and shall not be held liable for the damage arising from the improper use of the Goods purchased or for failure to comply with instructions for their use and installation.

Article 13.3 – Force majeure – Unpredictable event

Performance of its obligations by AQUA-TOOLS in accordance with the terms of these Conditions is suspended in the event of an unpredictable event or of force majeure preventing the execution thereof. AQUA-TOOLS shall notify Customer of such an event as soon as possible.

Expressly, there shall be considered force majeure or unpredictable event, in addition to such as are habitually so deemed by case law in French courts and tribunals: local or partial strikes, lock-out, boycott or other industrial action, commercial disputes, civil disturbance, insurrection, war, inclement weather, epidemic, blocking for whatsoever reason of means of transport or supply, earthquake, fire, storm, flood, water damage, government or legal restrictions, computer failure, blocking of telecommunications including hardwire or Hertzian networks, and any other event or circumstance independent of the will of the parties that prevents the normal execution of the contractual relationship.

All of the obligations of the parties shall be suspended throughout the whole duration of the event of force majeure, without indemnity.

If the event of force majeure lasts longer than three (3) months, the contract concerned shall be cancellable with the full force of the law without indemnity payable by one or other of the parties.

ARTICLE 14 – VOIDANCE AND MODIFICATION OF CONTRACT

If one of the stipulations of these Conditions were to be cancelled, its voidance shall not entail that of the other stipulations remaining in force between AQUA-TOOLS and Customer. No modification of the contract shall be valid except by prior written agreement of the parties.

ARTICLE 15 - CUSTOMER RELATIONS – AFTER-SALES SERVICE

For all information, questions or complaints, Customer may contract the AQUA-TOOLS Customer Relations service open from Monday to Friday from 9 am to 6 pm.

Address: 26 rue Charles Edouard Jeanneret – 78300 POISSY

Tel: 01 39 75 02 20

Fax: 01 39 75 08 28

E-mail: secretariat@aqu-tools.com

ARTICLE 16 – ARCHIVING - EVIDENCE

AQUA-TOOLS will archive purchase orders and invoices on a reliable and durable media providing faithful copies in accordance with the provisions of Article 1348 of the French Civil Code.

Digital records kept by AQUA-TOOLS shall be deemed by all parties concerned as evidence of communication, of Purchase Orders, of payments and of transactions between the parties.

ARTICLE 17 - APPLICABLE LAW AND JURISDICTION

Any dispute in regard to the interpretation and performance of these general terms and conditions of sale shall be governed by French law.

Any and all dispute shall give rise to attempt at amicable resolution.

Article 17.1 – Framework of sale between Professionals

By express agreement, in respect of disputes arising between AQUA-TOOLS and the Customer as legal entity, jurisdiction shall lie exclusively with the *Tribunal de Commerce de Versailles* (Commercial Court of Versailles) regarding

the commercial relationship between AQUA-TOOLS and the Customer, irrespective of the place of Goods delivery and of the mode of payment accepted including in the event of call upon guarantees or plurality of defendants.

Article 17.2 – Sales to Consumers

Pursuant to Article 46 of the French Code of Civil Procedure and to Article L. 141-5 of the French Consumer Code, the Customer as consumer has the option at its discretion to place matters before any one of the following:

- the courts of the place of AQUA-TOOLS headquarters
- the courts of the place of effective delivery of the item or of the service,
- the courts of the place of residence of the consumer at the time of making the contract or of occurrence of the event causing harm or damage.

SPECIAL TERMS AND CONDITIONS OF CERTAIN UNITS

In consideration the special features of AQUA-TOOLS Goods, the following waivers are made to the general Terms and Conditions of sale:

ARTICLE 1 - GOODS AND USE-BY DATE

For the Goods said to be “perishable” supplied by AQUA-TOOLS, AQUA-TOOLS undertakes not to deliver Goods whose use-by date is less than four months 4 months. forward.

ARTICLE 2 – SALES UNDER TERMS OF PUBLIC PROCUREMENT

For sales covered by the terms and conditions of contract award under public procurement procedures, the terms and conditions stipulated in the Specifications and in the Special Clauses of Public Procurement contracts as notified to and accepted by AQUA-TOOLS shall prevail over the General Terms and Conditions set out herein.