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## General Terms and Conditions of Purchase for Used Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com)

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### Background Information

MeDtrada is both an online broker and an Auction House governed by the French Law n° 200-642 of 10 July 2000 and amended by the French Law of 20 July 2011.

In these qualities, MeDtrada acts as the Seller's agent (article L. 321-5 of the French Commercial Code) which contracts with the Buyer. Therefore, MeDtrada is not party to the sale, MeDtrada does not own the on-line equipment and is not a reseller.

Online sales are made only on the website [www.The-Medplace.com](http://www.The-Medplace.com). The Equipment is sold "as is and where is" conditions.

The Equipment Form posted on the Site gives the Buyer a detailed description of the Equipment for sale.

To guarantee a precise description of the Equipment, MeDtrada can inspect the Equipment at the request of the Seller and/or the Buyer.

The Seller is solely responsible for the storage of the Equipment until it is removed or deinstalled by the Buyer unless it orders MeDtrada to organize its storage.

Once the price paid by the Buyer to MeDtrada, the Buyer is responsible for the removal, deinstallation and transportation of the Equipment in accordance with the delivery conditions expressly indicated in each Equipment Form.

Nevertheless, the Buyer may ask MeDtrada either to organize the removal, deinstallation and transport of the Equipment, or to evaluate the costs of deinstalling and transporting the Equipment.

In this case, MeDtrada will inform the Seller that it is responsible for the removal, deinstallation and transportation of the Equipment on behalf of the Buyer.

The relationship between MeDtrada and the Buyer is subject to these General Terms and Conditions of Online Purchase of Used Medical Equipment that each Buyer must accept before making an offer to purchase.

### Article 1 - Definitions

Terms beginning with a capital letter and defined below shall have the meanings assigned to them below when they are written with capital letters in these General Terms and Conditions of Online Purchase for Used Medical Equipment at the time of the online sale on the platform [www.the-Medplace.com](http://www.the-Medplace.com).

**“Accredited E-money Agent”** or **« Agent »** means MeDtrada operating the Site which provides e-payment services through which Mangopay SA, approved Electronic Money institution in the exercise of its passport rights, provides payment services to its Agent. The Agent offering to its Users the opportunity to open an E-Wallet Account, to acquire Electronic Money issued by the Issuer through the Site and to use the Electronic Money to carry out a payment transaction with a beneficiary. The Agent is accredited for this purpose by the Issuer to provide Electronic Payment Services to the Users of the Site.

**"Applicant"** means the Applicant of Associated Service whether Seller or Buyer.

**"Associated Services"** means inspection, recovery, transportation, and logistics services, deinstallation, escrow account management, storage of equipment, donation to charitable organizations rendered on demand by MeDtrada. The indicative fee for these services is available on the Site.

**"Auction"** means the sale involving MeDtrada, acting as the Seller's agent, to propose and award Equipment to the best bidder after a process of competition open to the public and transparent. The best bidder acquires the Equipment adjudged for his profit; the best bidder is legally bound to pay the price. The Sellers are not permitted to bid on their own Equipment.

**"Auction House"** means MeDtrada, which is duly authorized to organize and conduct voluntary public auction sales of furniture.

**"Auctioneer"** means the person who conducts the auction sale of used medical Equipment. The Auctioneer may, if necessary, state the estimated price of the Equipment intended for sale. The sale by public auction allows the establishment of a fair price by the transparent confrontation between supply and demand.

**"Authorized Users"** means the individual members of the User company, which are authorized by the Main User.

**"Bid Step"** refers to the minimum amount to add to a bid each time the current bid is exceeded.

**"Buyer"** or **"Purchaser"** means the legal entity or individual purchasing the Equipment from the Site and/or purchasing one or more Associated Services from MeDtrada.

**"Buyer's Management Fee"** means the management fee borne by the Buyer when purchasing Equipment.

**"Contract"** means the contract concluded between the Issuer and the User in the presence of MeDtrada, composed of the General Conditions of Use and the Particular Conditions of the Mangopay service associated with it.

**"Donation"** means donations made at the discretion of the Seller and organized free of charge by MeDtrada for the benefit of a charity proposed by MeDtrada.

**"Equipment"** means all used products, items, equipment and accessories, materials, merchandise and other items subject to an offer to sell on the Site by the Seller through the Equipment Form.

**"Equipment Form"** means the descriptive form of the Equipment which is either created and posted online by the Seller or created by MeDtrada upon request of the Seller and posted put on-line by the Seller.

**"Electronic Money"** means the monetary value stored in electronic form on the server of the Issuer and representing a claim of the User on the latter. The Electronic Money is issued by the Issuer against the delivery of the corresponding funds by the User.

**"E-Wallet Account"** means the Electronic Money account opened by the Issuer in its books in the name of the User upon request of MeDtrada.

**"E-Wallet"** is a device that allows the User to entrust to the Issuer, partner of MeDtrada, his/her personal and payment data to realize secure payment transactions during the sale and/or the purchase of the Equipment.

**"Exclusive Sales Mandate Agreement"** means the contract signed by and between the Seller and MeDtrada to mandate MeDtrada for the sale of one or more of its Equipment for all types of sale (Auction, Open Sale, and Immediate Sale).

**"Freight"** means the costs of unloading, removal, and transport for the shipment of the Equipment which are charged to the Buyer, and which are not included in the Price.

**"General Conditions"** means the General Terms and Conditions of Use of the Site, the sale of Equipment, the purchase of Equipment and the appendices attached thereto.

These General Terms and Conditions are composed of four parts:

1 / General Terms and Conditions applicable to all Users.

[Annex 1 : General Terms and Conditions for the use of the MangoPay service and the use of Electronic Money.

2 / General Terms and Conditions of online Sale of Used Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com)

3 / General Terms and Conditions of online Purchase of Used Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com)

4 / Protection of Personal Data/ Confidentiality Policy

**"Guest Users"** mean individuals' members of User Company, who are invited by the Main User but are not allowed to trade.

**"Immediate Sale"** means the sale by which the Seller determines a fixed selling price, the first bid made by a Buyer at the fixed price wins the sale.

**"Issuer"** means Leetchi Corp. SA, issuer of Electronic Money approved in this capacity in Luxembourg by the Financial Sector Supervisory Commission under reference numbers 3812.

**"Login"** means an email-address and a password, enabling the Main User and Authorized Users to access the Site details reserved for Users.

**"Main User"** means a person who is a natural person of User, whether his legal representative or another person, who is responsible for opening a User Account, placing the Equipment on sale on the Site or purchasing the Equipment.

**"Mangopay"** refers to the API programming interface "Application Programming Interface" belonging to Leetchi Corp. SA and placed at the disposal of MeDtrada for the purpose of implementing on the Site a functionality of payment by emission of Electronic Money.

**"Mangopay SA"** means the issuer of the Electronic Money approved as such in Luxembourg by the Supervisory Board of the Financial Sector under number 3812.

**"MeDtrada"** means the French Limited Company with a capital of € 137.950, whose registered office is at 30 bis rue de Paris - 92190 Meudon, France, registered with the Trade and Companies Register of Nanterre under the number 820 655 769 mandated by the Seller for the purpose of concluding the Transaction relating to an Equipment, and owns all the rights relating to the Site.

MeDtrada is duly authorized by the French "Conseil des Ventes Volontaires" (CVV) to organize and conduct public auctions.

**"Net Seller Equipment Price"** means the net selling price paid by MeDtrada to the Seller once the sale price of the Equipment has been settled by the Buyer and the property removed by the Buyer. It corresponds to the sale price minus the amount of the Sales Commission, the Seller Management Fee, and the eventual amount of the Donation.

Associated Services such as inspection, valuation, deinstallation, transport of Equipment purchased by Buyer are paid separately at MeDtrada.

**"Open Sale"** means the sale by which the Seller may accept any of the offers above the price fixed at its discretion and according to its own selling criteria and refuse to sell the Equipment if the offers to purchase he receives are below the Start Price. The best offer received at the end of the sale period greater than or equal to the Start Price automatically wins the sale.

**"Partner"** means MeDtrada business partner offering, on their website, the services and content of MeDtrada.

**"Purchase Price"** means the amount to be paid by the Buyer in consideration for the purchase of the Equipment via the Site [www.the-medplace.com](http://www.the-medplace.com).

**"Registration Profile"** means the profile of the User profile and all the information on the legal entity or individual required by MeDtrada to register on the Site.

**"Reserve Price"** means the price below which the Set of Equipment's will not be sold as part of an auction with Reserve Price. The Reserve Price is not visible to Buyers.

**"Sale Price or Start Price"** means the amount fixed by the Seller and displayed on the Site in return for the sale of the Equipment in the case of an Immediate Sale or Open Sale.

In the case of an Open Sale, the Seller agrees to sell the Equipment at the Start Price or above this Start Price.

In the case of an Immediate Sale, the first bid made by a Buyer for the Sale Price is the sale price.

In the case of an auction without a Reserve Price, the Seller indicates a Start Price. Below the Start Price, the Seller is entitled not to sell the Equipment.

In the case of an auction with Reserve Price, the Seller indicates a Start Price and a Reserve Price, below the Reserve Price; the Seller is entitled not to sell the Equipment.

**"Sales Commission"** means the remuneration owed by the Seller to MeDtrada in return for its intermediary service rendered between the Seller and the Buyer. The Commission is included in the Equipment Sale Price.

**"Seller"** means the legal person or an individual who owns the Equipment and offers it for sale on the Site.

**"Seller Management Fee"** means the management fee incurred by the Seller and payable upon completion of the sale of an Equipment or Equipment Package.

**"Set"** or **"Set of Equipment"** means Equipment or a Set of Equipment that is offered for sale on the Site in a single sale.

**"Site"** means the Internet platform of MeDtrada which allows the online sale and/or purchase of Equipment and integrates the services provided and administered by MeDtrada. The Site is dedicated solely to professionals. It is available at <https://www.the-medplace.com>.

**"Transaction"** means the sale of Equipment by a Seller for the benefit of a Buyer, entered through the Site.

**"User"** means a legal person or an individual who has registered on the Site and is approved by MeDtrada.

**"User Account"** means the customer space in the Site. On his customer space, the User may have access to his E-Wallet Account, to all the documents transmitted during the registration, and to all the documents of his account such as service offers and billing invoices of purchases.

## **Article 2 - Subject of the General Terms and Conditions of Online Purchase of Used Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com)**

MeDtrada offers its members services to enable them to sell and buy used medical Equipment. These services are available directly on the Site.

These General Terms and Conditions of Online Purchase of Used Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com) are intended to define the conditions under which MeDtrada allows its members to purchase Equipment on the Site.

These general conditions of purchase shall apply without prejudice to the stipulations of the «General Terms and Conditions Applicable to all Users».

The General Terms and Conditions Applicable to all Users not modified herein shall remain in full force and effect.

MeDtrada offers the Buyer several types of sale of Equipment on the Site: Auction, Immediate Sale, and Open Sale.

All software present or delivered with the Equipment are and remain the exclusive property of the publishers. The use by the Buyer of the software and other licenses are subject to the conditions of use of these publishers.

## **Article 3 - Registration on the Site**

3.1. To access the Site's functionality and take part in a sale, the individual or the company must register on the Site in accordance with the terms and conditions described in the Terms and General Conditions Applicable to all Users and act as the Buyer.

The Buyer must accept without reserve, these General Terms and Conditions of Online Purchase of Pre-owned Medical Equipment at [www.the-medplace.com](http://www.the-medplace.com) before making an offer to buy at the time of the sale; These General Terms and Conditions are made available and downloadable in PDF format.

It is recalled that only persons with full legal capacity are allowed to register and participate in sales. The Main User defines for each new User his level of authorization, either as a Buyer (Main User and other Authorized Users) or as a Guest User.

### 3.2. Buyer's Responsibility

Buyers are responsible for all transactions on their User Account, including, without limitation, all live offers placed on the Site using the login name and their password. Buyer's Account-Users are not transferable. The Login and the User Account of the Buyer may not be transferred or assigned to any other person or entity. Buyer must change his/her password as often as possible to ensure greater security regarding the confidentiality of his/her password.

The disclosure of the registration identifiers to a third party is forbidden and incurs the sole responsibility of the Buyer.

The Buyer is solely responsible for all offers placed with its Login and for all expenses that may result on its behalf. If the Buyer authorizes other users to place bids with his account but under a separate login (the principle of authorization of several users for the same account), he remains responsible for payment for all offers placed by him or by the Authorized Users.

The Buyer shall immediately notify MeDtrada of any unauthorized use, unauthorized connection, or violation of system security.

The Buyer agrees to leave the system via log-out at the end of each session to minimize the possibility for an unauthorized person to use the Buyer's connection.

MeDtrada denies any responsibility for any damage resulting from the impossibility of using the website linked to (i) a malfunction of the system, for any reason whatsoever, or (ii) the use of the Buyer's User Account by a third party.

## **Article 4 - Pre-sale: Inspection of the Equipment**

### 4.1. Responsibility for the data on the Equipment Form

The Buyer is advised that the data appearing on the Equipment Form are fulfilled by the Seller which certifies that they are true and accurate. Information about the Equipment is provided by the Sellers in their original language.

The condition of the Equipment is therefore deemed known by the Buyer, who accepts the Equipment "as is and where is". The Equipment is sold without any warranty or recourse.

However, the Buyer has the possibility to inspect and/or have inspected by the Partner of MeDtrada, the Equipment previously posted for sale on the Site. At the request of the Buyer and subject to acceptance by the Seller, the Purchaser may examine the Equipment on the days of visit organized by MeDtrada to allow the interested parties to become aware of the condition and nature of the Equipment sold.

Any action in warranty against MeDtrada and/or the Seller, any claim for compensation, resolution, or reduction of the Sale Price of any kind whatsoever and, regardless of any visible or invisible defects, the state of operation is excluded. The Buyer, when making an offer or when bidding, declares to be competent and is assumed to have knowledge of the defects or imperfections of the Equipment.

The pictures used on the various advertisements are not contractual. The sale will always take place at the Buyer's risk.

The Buyer shall not be entitled to claim damages because of the non-conformity of the Equipment or any other claims for damages caused to persons, objects or assets of the Buyer arising directly or indirectly from the non-conformity of the Equipment.

The Buyer acknowledges that certain Equipment may fall under the category of medical devices and are subject to special regulations and directives in the European Union ("EU") and in the United States by the Food and Drug Administration ("FDA").

### 4.2. Equipment inspection service on request

The Equipment may be inspected by MeDtrada at any time at the request of the Seller or the Buyer before the end of the sale.

As soon as a Seller requests an inspection, MeDtrada will mark "Inspected" once it has been conducted and the name of the Partner of MeDtrada who has rendered this service, on the Equipment page online.

MeDtrada may post online its inspection report. MeDtrada partner during its inspection mission acts as an independent third party with MeDtrada.

MeDtrada will send an invoice to the Applicant upon delivery of the inspection report. Payment will be made by the Applicant to MeDtrada on the account designated by MeDtrada according to the financial terms contained in the offer of service.

## Article 5 - Purchase of Equipment

### 5.1. Purchase offers submitted by Buyer

The offers of purchase are placed without charge and without VAT.

The prices indicated on a sale on the Site are indicated without VAT.

The VAT regime of the Seller is specified: either the VAT is or cannot be recovered by the Buyer or, the sale is subject to VAT at the margin (net price without VAT).

The offer to purchase constitutes conclusion of the contract whatever the type of sale to which the Buyer accesses the Site: Auction, Immediate Sale and/or Open Sale.

### 5.2. Offer to Purchase at an Immediate Sale

In the case of Immediate Sale, Buyers have the option to immediately purchase the Equipment by accepting the price requested by the Seller. The Buyer may not make an offer to purchase that is different from the price requested by the Seller.

Once the Purchaser accepts the asking price, the sale is firm and final.

No security deposit is required to the Buyer to access the sale. On the other hand, upon acceptance, he is obliged to pay the full price of the sale.

If at the end of the time limit announced for the sale, no offer has been made, the sale is completed.

### 5.3. Offer to Purchase at an Open Sale

In the case of an Open Sale, the Buyers have the possibility to transmit an offer of purchase to the Seller which can be higher or lower than the Start Price indicated by the Seller.

A security deposit is required to the Buyer for all sales that are greater than or equal to 20,000 euros in the conditions detailed in article 5.5 below.

The offer to purchase is notified to the Seller by a notification on the Site.

The offer that is made, is visible only by the Seller and the Buyer but not by the other buyers. The Buyer does not know if he has placed the best bid. Its offer to purchase is valid for the duration of the sale. It can be increased at any time during the sale.

The Seller agrees to automatically accept the best offer equal to or above the Start Price.

The Seller may close the sale before the end of the sale period by accepting an acceptable offer. Upon acceptance by the Seller, the Buyer is notified that his offer to purchase has been accepted by the Seller. The sale is firm and definitive.

If at the end of the time limit announced for making the sale, no offer greater than or equal to the starting price has been received by the Seller, the latter is invited to accept an offer lower than the starting price within 3 days following the closing of the sale.

### 5.4. Offer to Purchase at an Auction

The Auction is supervised by the Auctioneer of MeDtrada who conducts the auction, holds the auctions, and validates the auctions on the Site.

The Buyer has the option to bid for one or more sales on the Site. The Bid Steps are defined by the Seller for each sale. The bids placed on the Site by the Buyer are irrevocable.

The bids are placed in dynamic bidding, i.e., the Buyer places a maximum bid per sale that corresponds to the maximum price it is willing to pay to acquire the Equipment. Then the system bids, in place of the bidder, automatically of a Step of bid to adjust its price at the current price. The current bid price is the second-best bid to which is added a Bid Step.

If the current price reaches or exceeds its maximum bid, the bidder must place a new maximum bid on its own. These maximum bids are only visible to the bidder.

Auctions conducted by the Seller are not possible on the Site.

The successful bidder will be the person who has placed the highest bid at the end of the sale provided that:

1. For a sale without a Reserve Price, whether this auction is equal to or greater than the Start Price.
2. For a sale with Reserve Price, whether this bid is equal to or greater than the Reserve Price.

If the price requested by the Seller has not been reached, no auction will be made and at the discretion of the Seller, the Set of Equipment will be either:

- (i) withdrawn from the sale; or
- (ii) offered after the sale to the best bidder below the starting price or the Reserve Price, in case of an auction with Reserve Price; or
- (iii) reiterated for sale for a further period on conditions determined by the Seller.

Validation and realization of the auction are made by MeDtrada. MeDtrada has at its discretion the rights, before or during an auction of:

- (i) not to recognize an auction as such.
- (ii) to exclude one or more Buyers from the auction.
- (iii) to withdraw prices from the auction in case of force majeure.
- (iv) to correct MeDtrada errors in the tenders, without the Buyer being able to use or derive rights from them.
- (v) cancel the auction or postpone it later, prior to its start.

The duration of the auction as well as the date and time of the end of the auction are indicated in the detail on the Equipment Form of each Set of Equipment on the Site.

The time indicated is the time zone of the Buyer's country.

#### 5.5. Guarantee Deposit for Open Sales and Auction Sales

Open Sales and Auction Sales are subject to the payment of a security deposit as a condition for sale participation.

MeDtrada offers to Buyers two statuses: Buyer status "Standard" or Buyer status "Frequent".

A "Standard" Buyer may participate in Open Sales without security deposit for all sales with a Start Price of less than € 20,000.

The Standard Buyer shall pay the security deposit requested for each sale with a Start Price of € 20,000 or more. The security deposit is made either by payment by credit card within the limit of € 5,000 or by bank transfer.

The Standard Purchaser is limited in its purchasing commitments to the amount of 80,000 euros in outstanding amounts, i.e., the sum of outstanding bids and unpaid purchases are limited to this amount.

Each security deposit will be refunded within 8 days of the auction date if the Buyer has not won the sale.

A Buyer called "**Frequent**" will have to deposit a security deposit of € 5,000 for a period of 6 months (permanent deposit).

It will thus be able to access each sale whose Start Price is greater than or equal to € 20,000 without having to make deposit of guarantee in each sale.

The Frequent Buyer is limited in its purchase commitments to the amount of € 160,000 in outstanding amounts that the sum of the bids in progress and the unpaid purchases are limited to this amount.

When these limits are reached, the Buyer will have to wait for the reduction of his outstanding amount to be able to bid again on a sale. The amount outstanding is reduced by settling its purchases and/or bids on sales.

The Frequent Buyer status is for a minimum period of 6 months and consequently the Buyer agrees that his security deposit will be blocked during this period. At any time or at the end of each 6-month period, the Buyer may request a refund of the security deposit that will be refunded within 8 days of its request provided that the Buyer's outstanding amount is zero.

All Equipment exceeding € 160,000 will be managed on a case-by-case basis between MeDtrada and the Frequent Buyers.

## Article 6 - Payment

6.1 Buyers shall pay in addition to the Purchase Price, a Buyer's Management Fee.

### Buyer's Management Fee « Immediate Sale and Open Offer »

5.0% management fee of the Sale price excluding VAT with a minimum charge of € 500 excl. VAT and a maximum charge of € 4 000 excl. VAT.

### Buyer's Management Fee « Auction Sale »

5.0% management fee of the Sale price excluding VAT with a minimum charge of € 500 excl. VAT and a maximum charge of € 4 000 excl. VAT.

**As part of Auction sales**, the adjudication i.e., the statement of the MeDtrada Auctioneer that a Set of Equipment has been adjudicated to the highest bidder will be materialized by the online edition of a Proforma invoice and the sending an email to the Buyer. The auction specifies the purchase and the transfer of ownership of the Set of Equipment for the benefit of the Buyer, the legal enjoyment of the Set of Equipment will be made according to the conditions of sale indicated by the Seller.

If the "**Standard Buyer**" is the highest bidder at the end of the auction, the Buyer has a period of five working days to pay from the end date of auction and the issuance date of the invoice the same day.

If the "**Frequent Buyer**" is the highest bidder at the end of the auction,

A) If the invoice amount is **less than or equal to € 40,000**, the Buyer shall pay the invoice within five working days from the issuance date of the invoice.

B) If the amount of the invoice **exceeds € 40,000**, the Buyer must pay a minimum down-payment of 30% within five working days from the issuance date of the invoice. The balance of the payment is due ten working days prior the removal date validated by the Seller and communicated to the Buyer.

On receipt of payment, MeDtrada will send an invoice to the Buyer by email within 72 hours. MeDtrada will also send an invoice to the Seller after Equipment removal by the Buyer.

**As part of Immediate Sales or Open Sales**, the purchase will be materialized by the online edition of a Proforma invoice and the sending of an email to the Buyer.

The Buyer has a period of five working days to pay the Purchase Price from the date of completion of the sale.

The "**Standard Buyer**" has a period of five working days to pay from the date of completion of the sale and the issuance date of the invoice the same day.

The "**Frequent Buyer**"

A) If the invoice amount is **less than or equal to € 40,000**, shall pay the invoice within five working days from the issuance date of the invoice.

B) If the amount of the invoice **exceeds € 40,000**, must pay a minimum down-payment of 30% within five working days from the issuance date of the invoice. The balance of the payment is due ten working days prior the removal date validated by the Seller and communicated to the Buyer.

On receipt of payment, MeDtrada will send an invoice to the Buyer by email within 72 hours. MeDtrada will also send an invoice to the Seller, after Equipment removal by the Buyer.

The costs associated with the removal, dismantling, and loading by Equipment are the responsibility of the Buyer; the conditions of possession of each Equipment are indicated in the conditions of sale of the Equipment and will be recalled in the invoice.

Shipping costs are the responsibility of the Buyer.

The Associated Services used by the Buyer will be invoiced separately off-platform to MeDtrada.



6.2 The currency of the sale is indicated in the Equipment Form, the Buyer is obliged to pay in the currency of the sale which will be conducted in Euros, GBP or USD. Payment of the invoice and the related fees and charges shall be made in the same currency.

6.3 The Buyer must pay the amount due within five working days following the completion of the sale:

(i) By credit card directly on the Website for all payments under € 5,000, via the online payment solutions of the company Leetchi, Partner of MeDtrada, and

(ii) By transfer exclusively for any payment more than € 5,000 or equivalent in another currency. The Buyer must instruct its banking institution to issue a transfer to MeDtrada "all costs to be borne by the originator" to ensure that all the transfer and/or exchange costs are borne by it and send a proof of the transfer made to MeDtrada by email within 5 days.

A Proforma invoice summarizing the Purchase Price, the description of the property, the rules of VAT and the terms of payment, is communicated online to the Buyer after the sale of the Equipment. A transfer reference is published directly on the Site and is sent by email to the Buyer. The latter must mention this transfer reference when executing his transfer.

An invoice is sent to the Buyer once the payment has been received.

6.4 In the absence of payment by the Buyer, after formal notice has remained unsuccessful,

(i) It is proposed to the Seller to return the Equipment for sale. If the Seller fails to make this request within one month of completion of the first sale, the sale is resolved ipso jure, without prejudice to damages due by the defaulting Buyer.

(ii) It is proposed to the Seller to withdraw the Equipment from the sale.

MeDtrada reserves the right to claim from the defaulting Buyer:

(i) Interest at the legal rate,

(ii) Reimbursement of additional costs incurred because of default,

(iii) The difference between the resale price and the Purchase Price, if the resale price is less than the Purchase Price, and the costs of the new sale.

(iv) MeDtrada also reserves the right to make any compensation with the sums owed by the defaulting Buyer. MeDtrada reserves the right to exclude from its future sales any Buyer who has not complied with these General Terms and Conditions of Purchase.

(v) A Buyer who has failed twice during a period of 6 months may be excluded from all sales for a period of one year. Before any re-registration, the Buyer must pay any arrears of payment.

(vi) Notwithstanding the foregoing, MeDtrada may, at its discretion, permanently exclude a Buyer and deactivate its account.

6.5. In the event of overdue payment of the invoice amount, MeDtrada will charge a default interest equal to the European Central Bank (ECB) semi-annual key rate in effect on 1 January of the current year plus 10 points.

6.6. In case of non-payment on time, the Buyer is also exposed to the closing of his account.

#### **Article 7- Removal/Deinstallation and Transport of Equipment**

7.1. Responsibility for the removal, deinstallation and transportation of the Equipment.

The Buyer is solely responsible for the removal, deinstallation and transportation of the Equipment. Removal of purchased equipment is mandatory. The Buyer is thus obliged to remove the Equipment at his own expense from the place mentioned by MeDtrada within the deadlines and the dates indicated in the conditions of the sale indicated by the Seller. Removal must be conducted by a professional.

The removal of the Equipment is authorized after full effective payment under the conditions of Article 5 and presentation of all documents justifying the removal and transport of the Equipment such as a copy of a ticket and/or an invoice of the carrier and this, to allow the Seller to send a confirmation of the removal of the Equipment to MeDtrada.

The Buyer shall proceed in a responsible and diligent manner to the removal of the Equipment. It is the Buyer's responsibility to comply with applicable safety standards and environmental standards in connection with the transport of the Equipment.

On delivery days, all people who enter a site and building do so at their own risk. The instructions of MeDtrada or the persons designated by MeDtrada must be strictly observed and a prevention plan can be drawn up. In no event will MeDtrada and/or the Seller be held liable in the event of damage resulting from the entry on site and building.

The risks associated with the deinstallation, and transports of the Equipment are borne in full by the Buyer. The Buyer agrees to indemnify the Seller or any third party claiming it for any loss or damage suffered because of the deinstallation and removal of the Equipment. For this, the Buyer will have to provide at the first request a certificate of civil liability insurance covering at least the sum of 500,000 € or equivalent in another currency.

Resale on site by the Buyer is prohibited. In the event that the Buyer does not carry out the removal of the Equipment that he has purchased within the time limits which are assigned to him, the Seller reserves the right to claim compensation for the damages that could cause this delay or prejudices which may be caused to third parties and in particular to buyers of other Equipment. The Seller reserves the possibility to have them removed and stored at the expense of the Buyer and without its liability being in any way incurred as to the condition or the conservation of the Equipment in question.

As a last resort, the Seller may also decide to treat the Equipment purchased as abandoned from the day after the additional period granted by the Seller for the removal. The Seller will dispose of these Equipment's from this moment and may then either sell them, destroy them, or recycle them without any refund being made to the Buyer. In all cases the inherent costs will be borne by the Buyer, and they will be invoiced to him.

If the removal of the purchased item would require the demolition of movable or immovable property, the Buyer will not be able to do so. The demolition may only be conducted by the Seller and at his expense.

The Seller is responsible for facilitating the removal or deinstallation of the Equipment by enabling the Buyer or a company authorized by it to securely access the Equipment.

Unless expressly stipulated, gas, water, steam, electricity, or other connections to the purchased Equipment will be disconnected at the Equipment location by the Seller. Unless otherwise specified in the terms of sale, the Buyer shall not be entitled to claim any ownership rights in the underground pipelines or incorporated in the masonry elements or electrical cables between the transformers and control panels of the machines.

If the Buyer is unable to proceed with the removal at the agreed pick-up date, the Buyer is advised that the Seller will be able to request the Buyer, and without prejudice to any damages it may claim:

- (i) the cancellation of the sale,
- (ii) from the first day on which the contractual removal date is exceeded, the application of a lump sum penalty equal to 1% of the Purchase Price (all taxes inclusive) per week of delay, with a maximum of 10% of this Purchase Price.

If the Seller is obliged to modify the agreed pick-up date, he shall agree on a new removal date within a reasonable period. Then the exceeding the delivery deadlines shall not be entitled to any compensation, nor to the cancellation of the sale made.

#### 7.2. Equipment unloading and transport service on request

At the request of the Buyer, MeDtrada may organize the removal, deinstallation and transport of the Equipment.

The costs associated with the removal and deinstallation of the Equipment are in accordance with the standard costs of deinstalling this type of Equipment, enabling the Equipment to be preserved as much as possible in accordance with the European laws on health and safety.

The Buyer shall pay to MeDtrada the amount of the deinstallation and/or transport services on receipt of the invoice sent by MeDtrada to the Buyer and this before the date of removal or deinstallation provided.

#### 7.3. Ownership of Equipment and risks.

Within the framework of Open Sales and Immediate Sales, the Equipment remains the property of the Seller until the complete collection of the Purchase Price by MeDtrada from the Buyer, principal, and accessories (taxes, management fees included).

The transfer to the Buyer of the risk of loss and deterioration of Equipment sold to the Buyer occurs at the time of receipt of this Equipment by the Buyer or by a third party that the Buyer has delegated. The Buyer will therefore be held responsible for any damage caused to the Equipment by its fault after receipt.

In the context of Auction sales, Buyers are responsible for the Set of Equipment's as soon as the award is made. The transfer of ownership will take place at the time of the auction. After the auction, the Seller will be responsible for its maintenance and to maintain insurance until the deinstallation and delivery to the Buyer in the condition in which it was awarded.

The Buyer is advised that the Seller may ask MeDtrada to stop a sale in exceptional circumstances of malfunction of the Equipment after putting it online or following an unpredictable event such as a fire. According to the Seller's reasons, MeDtrada reserves the right to accept the request to withdraw from the sale of the Seller.

7.4. Guarantees, claims, indemnities, and penalties in case of cancellation of the sale by the Buyer.

7.4.1 In the event of a claim by the third parties based on retention of title, the Buyer shall be obliged to return the Equipment in question or to reach an arrangement with such third parties.

7.4.2 MeDtrada provides no warranty on the Equipment. The Seller may grant guarantees on the Equipment it offers for sale on the Site.

MeDtrada is not responsible for the guarantees given by the Seller and the execution thereof, in connection with the sale of refurbished medical Equipment, such as new medical equipment or new parts replaced in the 'Equipment. MeDtrada in the context of the auction will make every diligence before the sale, to verify the content of these guarantees and to ensure that they agree with the guarantees indicated in the description of the Set of Equipment's.

7.4.3 In case of cancellation of the sale by the Buyer after the Equipment has been purchased but not yet removed by the Buyer, whatever the cause, the Buyer must pay, except in case of force majeure, to MeDtrada a sum equal to twice the amount of the Purchaser Management Fee (i.e. 8% of the selling price of the Equipment HT + VAT if the said tax is applicable). The payment of this penalty will be made either by debiting the E-Wallet Account of the Buyer, or by compensation on the amount of a future purchase, or by a payment by invoice.

7.5 - Modification of Sales Services and Associated Services

MeDtrada reserves the right to amend the Sales and Associated Services for technical, legal, or regulatory reasons.

MeDtrada also reserves the right to modify the terms and conditions herein subject to prior notice to all Users.

#### **Article 8 - Sales Restrictions of certain Equipment**

8.1 Equipment's are sold in compliance with technical provisions and with European legal or regulatory safety standards. This conformity is attested either by the Compliance Plate (European Directive (93/42/EEC) amended in 2007 (2007/47/EC), if they have not undergone significant modifications of the safety organs.

8.2 When the Equipment offered for sale does not comply with the technical provisions and the European legal or regulatory safety standards, the Buyers are reminded that this Equipment must be imperatively returned to the abovementioned standards during their installation and/or use after sale. The Buyers undertake to bring the Equipment into conformity with the standards applicable to them. Equipment is sold for parts.

8.3 Non-hazardous and non-compliant Equipment is sold unfit for release into production. They can be sold in the state:

- (i) It shall be the Buyer's responsibility to comply with the laws of the country of operation.
- (ii) to a legal person acting as a reseller, recoverer, rebuilding contractor, or distributor who undertakes to comply with prior standards under his responsibility for the eventual transfer to a customer operator.
- (iii) to any Buyer for source of spare parts.

#### **Article 9 - Miscellaneous**

9.1 In any event, one must not derogate to these General Terms and Conditions of Purchase. If the Buyer issues general or specific reserves in breach of these conditions, these reserves will be cancelled.

9.2 Only the version of the General Conditions of Purchase written in French, governs the sale; any translation is only indicative. In case of a contradiction between a translation and the French text, the latter shall prevail.

9.3 The place of performance is Paris, France.

9.4. Any dispute arising in connection herewith shall be the subject of a prior mediation procedure conducted before the International Arbitration Chamber of Paris in accordance with its Mediation-Conciliation Rules. If the mediation fails, the dispute shall be resolved by arbitration before the International Arbitration Chamber of Paris, in accordance with its Rules of Procedure, which the parties declare that they know and accept.

9.5 For all disputes concerning these presentations including their interpretation or execution, and in particular the conclusion and execution of the contract only the French law is applicable.

9.6 The making of an offer to purchase implies the Buyer's complete adherence to the conditions set out above.

9.7 These conditions being reproduced on the Internet site [www.the-medplace.com](http://www.the-medplace.com), the Buyer cannot invoke the ignorance of these.

9.8 Should some provisions of the General Terms and Conditions of purchase be or become void, invalid, or unenforceable, the validity of the remaining terms and conditions will not be affected. In such a case, the parties have an obligation to amend and supplement the general conditions in such a way that the economic objective referred to in the initial version is achieved. The same shall apply in the case of shortcomings in the general conditions.