

General Terms and Conditions of Sale of Pre-owned Medical Equipment at 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. Equipment are sold "as is and where is".

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

In order 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 uninstalled 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 Online Sheet.

Nevertheless, the Buyer may ask MeDtrada either to organize the removal, deinstallation and transport of the Equipment or to assess 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 Seller is subject to these General Terms and Conditions of Sale that each Seller 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 Sale of Pre-owned medical Equipment.

"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 in order 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. 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 pre-owned 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 pre-owned 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 in order 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 in order 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 Pre-owned Medical Equipment at www.the-medplace.com
- 3/ General Terms and Conditions of online Purchase of Pre-owned Medical Equipment at www.the-medplace.com
- 4/ Protection of Personal Data/ Confidentiality Policy

"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 Mangopay SA, issuer of Electronic Money approved in this capacity in Luxembourg by the Financial Sector Supervisory Commission under reference numbers 3812.

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

"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 an 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 Mangopay 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 € 128,000, 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.

"Onsite Valuation" means the valuation of Equipment after inspection of all technical (electrical, electronic) characteristics, external appearance, costs and constraints of deinstalling the Equipment. The valuation methods used consist of a cost approach and a price assessment of similar equipment on the market.

"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.

"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>.

"Snapshot value" means a range for estimating the selling price of Equipment at a given time, based on the average price of a range of equivalent Equipment on the basis of the following criteria: brand / model / version / year, recorded on the Website over the last 6 months and/or from information collected by MeDtrada from its international partners.

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

Article 2 - Content of the General Terms and Conditions of online Sale of Pre-owned Medical Equipment at www.the-medplace.com

MeDtrada offers its members services to sell and buy pre-owned medical Equipment. These services are available directly on the Site.

The present General Terms and Conditions of online Sale are intended to define the conditions under which MeDtrada allows its members to sell Equipment on the Site.

The General Terms and Conditions of online Sale apply without prejudice to the stipulations in the General Terms and Conditions applicable to all Users.

The General Terms and Conditions applicable to all Users not modified herein remain fully applicable.

The Seller entrusts to MeDtrada the management of the sale of the Equipment of which it is the owner since the online display of the Equipment on the Site until the purchase of the Equipment by the Buyer.

The Seller has access to several types of sale on the Site: Auction, Immediate Sale and Open Sale.

MeDtrada acts as the Seller's agent and is therefore only an intermediary between the Seller and the Buyer. It is in no way a reseller of the Equipment and does not, at any time, own the Equipment.

The Equipment offered for sale on the Site is sold "as is and where is".

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

At the request of the Seller and/or the Buyer, MeDtrada may inspect the Equipment in order to guarantee an accurate description of the Equipment and its existence.

The Seller remains responsible for the storage of the Equipment and its condition until its removal or deinstallation by the Buyer.

At the request of the Seller and/or the Buyer, MeDtrada may also carry out its valuation; organize its deinstallation and storage.

When using the Services of Sale, the Seller agrees to sell exclusively during the period of sale as provided for in Article 12 hereinafter the Equipment(s) through MeDtrada. In other words, as soon as the Equipment is posted online, the Seller refuses to offer to sell the said Equipment by any other means such as through another auction site, an announcement published in the press, of any offer to a third party or any other platform selling over the Internet.

At the end of the Exclusivity Period provided for in Article 12 below, the exclusivity expires if the Equipment is not sold and the Seller regains the right either, to offer for sale the said Equipment or, to renew the Exclusivity Period of the sale.

Article 3 - Registration on the Site, uploading of the "Equipment Form" and conclusion of an Exclusive Sales Mandate Agreement

3.1. Registration on the Site

To access the Site's features and participate in a sale, the individual or company must register on the Site in accordance with the terms and conditions described in the General Terms and Conditions applicable to all Users and act as "Seller".

The Seller must accept without reserve, these General Terms and Conditions applicable to all Users.

The General Conditions of Sale are made available and downloadable in PDF format.

MeDtrada reserves the right to request any additional documentation concerning the User at any time. The Main User defines for each new User his level of authorization, either as a Seller / Buyer (Main User and other Authorized Users) or as a Guest User.

It is recalled that only persons with full legal capacity are allowed to register and participate in sales.

MeDtrada disclaims 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 Seller's User Account by a third party.

3.2. Liability of Seller

The Account-Users of the Sellers are not transferable. The Login and the User Account of the Seller may not be transferred or assigned to any other person or entity. The Seller must change its password as often as possible to ensure greater security regarding the confidentiality of its password.

The disclosure of the registration identifiers to a third party is strictly prohibited and incurs the sole responsibility of the Seller.

Seller shall promptly notify MeDtrada of any unauthorized use, unauthorized connection or violation of system security.

The Seller 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 excludes all liability for the use of the Site for any damage resulting from the possible impossibility of using the Website linked to a malfunction of the system for any reason whatsoever or a User Account Seller by a third party.

3.3. The Equipment Form

Once the Admission of the Seller has been finalized, the latter will have access to all the functionalities of the Site and will be able to post on line the Equipment Form. At the request of the Seller, this posting can be carried out by MeDtrada.

MeDtrada puts at the disposal of the Seller a form allowing to describe the Equipment in the category of Equipment selected and to associate one or more photographs of the Equipment.

The Seller guarantees that he has full ownership and enjoyment of the Equipment he wishes to post for sale on the Site. The Seller also undertakes to fill in the Equipment Form in a precise manner and certifies that the data entered are real and accurate.

The online version of the Equipment Form is validated by MeDtrada within 24 hours after verification of the label of the advertisement and photos.

The Seller can make online quotes requests for related services.

The sale may not be canceled except in the cases mentioned in article 9 below. The sale period may be between 7 to 21 days for Auctions and 7 and 31 days for Open Sales and Immediate Sales.

3.4. Privacy Policy

The Privacy Policy of MeDtrada applies to all personal data that the Seller provides in connection with the Services of Sale. MeDtrada Privacy Policy is available on the Site.

3.5. Conclusion of an Exclusive Sales Mandate Agreement

The Seller agrees to conclude an Exclusive Sales Mandate Agreement with MeDtrada during the procedure of admission and creation of the User Account.

The Exclusive Sales Mandate Agreement is concluded for an initial period of 24 months, renewable once for an identical period by tacit agreement provided that the Seller continues to fulfill the required admission requirements.

Article 4 - Pre-sale: Inspection of the Equipment

4.1. Responsibility for the data on the Equipment Form

The Seller is solely responsible for the data appearing on the Equipment Form completed by him, which are deemed to be real, true and accurate. Information about the Equipment is provided by the Sellers in their original language.

The condition of the Equipment is 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 Seller must offer the possibility to the Buyer to inspect and/or have inspected by MeDtrada, the Equipment before deciding to buy them.

However, the Buyer has the possibility to inspect and/or have inspected by the Partner of MeDtrada, the Equipment previously put up for sale. At the request of the Buyer and subject to acceptance by the Seller, the Buyer may examine the Equipment on the days of visit organized by MeDtrada in order 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 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 Auction will always take place at the Buyer's risk.

The Buyer shall not be entitled to claim damages as a result 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.

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

MeDtrada will post on line its inspection report. MeDtrada partner in the course of its inspection mission acts as an independent third party with MeDtrada. This report may be consulted by any User.

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 - Storage of Equipment

5.1. Responsibility for Storage of Equipment

The Seller is solely responsible for storing the Equipment offered for sale until it is removed or uninstalled by the Buyer.

5.2. Equipment Storage Service on request

At the request of the Seller, MeDtrada may organize the removal or deinstallation of the Equipment and its storage until the sale is completed.

MeDtrada takes responsibility for the Equipment from its removal to its storage. The Equipment will be insured in place of the Seller. A certificate of insurance will be issued, if requested. On each Equipment, a clear labeling must be made to allow an immediate and unequivocal identification of the Seller. If the storage area is in a country other than that of the Seller, MeDtrada will carry out all the formalities necessary for the transport of the Equipment.

Logistics and storage services are the subject of an order form issued by MeDtrada signed by the Seller.

Article 6 - Valuation of the Sale Price of the Equipment

6.1. Responsibility for the Price Assessment

The Seller determines the type of sale he wishes to access on the Site and the Sale Price or the Start Price, the Reserve Price of the Equipment he offers for sale.

6.2. Equipment Price Assessment Service

If the Seller has requested an inspection service from MeDtrada, he may also ask him for a valuation report in order to guide him in establishing his resale price of the Equipment. The report will be communicated to him by email or via the Site in his account under the "Services" tab and will only be visible to the Seller.

The estimated Sale Price is indicative and has no contractual value. MeDtrada does not warrant that the Equipment will be sold on the Site at the recommended price range.

The Onsite valuation uses different criteria to determine the potential resale price which is function in particular:

- the functional and cosmetic condition of the Equipment,
- the selling price of other similar equipment sold on the Site,
- exchanges with professional Sellers/Buyers of the sector, users and/or manufacturers on market prices,
- consultation of the specialized press,
- and in general, market demands and expectations for this type of Equipment at the time of its sale.

The Equipment evaluation carried out by MeDtrada is valid at a given time. Given the speed with which the current market changes, this valuation can be exceeded more quickly than is usual in the valuation sector.

The cost of the "Onsite Valuation" service of Equipment rendered by MeDtrada will be invoiced and paid separately by the Seller.

6.3 Snapshot Value

In the course of preparing the sale through the Equipment Form and determining the conditions of the sale, MeDtrada automatically proposes for a certain type of Equipment on the criteria of brands, models and year, one estimate of an indicative selling price range.

6.4 Donation

When the Seller places the Equipment Form online, MeDtrada may propose to the Seller to make a Donation to a charity designated on the Site.

The Donation is based on a percentage of the Sale Price of the Equipment freely determined by the Seller.

The Donation will be made after the sale and the price received by MeDtrada. The latter shall return the portion of the Sale Price that the Seller has chosen to allocate to the charity designated on the Site.

MeDtrada will hand over the funds to him at the time the Buyer takes delivery of the Equipment.

MeDtrada will solicit the handing over by the charity organization of a document witnessing the funds collected for the Donation.

The Seller agrees to publish that the sale is the subject of a Donation without further specification.

Article 7 - Sale of Equipment

7.1. The Equipment posted for sale by the Seller

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

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

The Seller may choose to sell his Equipment online on the Site following several types of sale: Auction, Immediate Sale and / or Open Sale.

7.2 - The sale process

7.2.1 Immediate Sales

In the case of Immediate Sales, the Seller fixes a Sale Price of the Equipment and the Buyers have the possibility to immediately purchase the Equipment by accepting the price requested by the Seller. No security deposit is required to the Buyer to access the sale.

Once the Buyer 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.

7.2.2. Open Sales

In the case of an Open Sale, the Seller fixes a starting Sale Price "Start Price" of the Equipment for the duration of the sale. The Seller can not change the Start Price upwards or downwards for the duration of the sale.

Buyers may submit a bid to the Seller which may be higher or lower than the Seller's Start Price.

A security deposit is required to the Buyer for all sales greater than or equal to 10,000 euros.

The Buyer's bid is notified to the Seller by a notice 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 offer acceptable to the Seller. 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 Start Price has been received by the Seller, the latter is invited to accept an offer lower than the Start Price within 3 days following the closing of the sale.

7.2.3 - Auction Sales

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

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 prizes 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 at a later date, 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 Seller's country.

The Auction is supervised by the Auctioneer of MeDtrada who will conduct the Auction, Auction and validate Auctions on the Site.

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

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 one step of bid to adjust its price at the current price. The current bid price is the 2nd best bid plus 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 carried 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.

In the event that 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 Start 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.

The Auction, i.e. the statement of the Auctioneer of MeDtrada that a Set of Equipment has been awarded to the highest bidder, will be materialized by online edition of a Proforma invoice and sending an email to the Buyer. The Auction specifies the purchase and transfer of ownership of the Set of Equipment to the benefit of the Buyer upon receipt of the payment, the use of the Set of Equipment will be made according to the conditions of sale indicated by the Seller.

If the Buyer is the highest bidder at the end of the Auction, the Buyer has a period of 5 working days to pay from the date of Auction. On receipt of payment, MeDtrada will send an invoice to the Buyer by email within 72 hours after receipt of the payment and an invoice to the Seller which is invoiced after the Buyer has removed the Equipment.

Article 8 - Payment due to the Seller

8.1. Payment due to the Seller

When a sale of Equipment is made, MeDtrada agrees to pay the Seller the amount received from the Buyer less:

- The Sales Commission corresponding to a percentage of the Sale Price excluding VAT of the Equipment due to MeDtrada in consideration for its sales services.
- The Amount of the Sales Commission varies according to the Equipment Sale Price (see table "Sales Commission and Seller Management Fee" below);
- Seller Management Fee;
- The amount of the Donation to the charity chosen by the Seller.

i) Sales Commission Table for Open and Immediate Sales

% Sale commission on sale price excluded VAT

Sale Price Excl.VAT	Open Offer	Immediate Sale
From 500 to < 8,000	17.50%	17.50%
>= 8,000 to < 25,000	15.00%	15.00%
>= 25,000 to < 50,000	13.50%	13.50%
>= 50,000 to < 100,000	12.00%	12.00%
> 100,000	10.00%	10.00%

2.5% Seller's Management Fee is added to the Sale Commission with a minimum of € 100 excluding VAT and a maximum of € 500 excluding VAT of Seller Management Fee per Open Offer or Immediate Sale.

ii) Sales Commission Table for Auction Sales

% Sale commission on sale price excluded VAT

Sale Price Excl.VAT	Auction Sale
500 to < 30,000	17.50%
>=30,000 to < 60,000	15.00%
> = 60,000 to < 120,000	12.50%
> 120,000	10.00%

3.0% of Seller's Management Fee is added to the Auction Sales Commission with a minimum of € 225 excluding VAT and a maximum of € 900 excluding VAT of Seller Management Fee per Auction.

The calculation of Sales Commissions and Seller Management Fees is applied to the Sale Price excluding VAT denominated in euro or equivalent amount in another currency.

8.2. Payment Methods

A "Standard Buyer" which is a Buyer who is limited in its purchasing commitments to the amount of 80,000 euros in outstanding amounts, has a period of 5 working days to pay from the end date of auction or the sale, as the case may be and the issuance date of the invoice the same day.

A "Frequent Buyer", which is a Buyer who is limited in its purchasing commitments to the amount of 160,000 euros in outstanding amounts,

A) If the invoice amount is less than or equal to € 40,000, shall pay the amount of the invoice within 5 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 10 working days prior the removal date validated by the Seller and communicated to the Buyer.

Once the Buyer has paid entirely the Sale Price to MeDtrada and the Seller has sent a confirmation to MeDtrada that the Buyer has recovered or deinstalled the Equipment, MeDtrada will transfer the payments to the Seller's E-Wallet Account corresponding to the sale of the Equipment within 3 working days of receipt of the proof of removal or deinstallation of the Equipment.

Seller will be notified of receipt of funds in its E-Wallet Account and may at any time request the transfer of funds to its bank account designated on the Site by the Seller.

MeDtrada will send to the Seller a statement of the sale by means of an invoice mentioning the Sales Price and eventually including the VAT collected, Seller's Management Fee, Sales Commission, Net Seller Equipment Price and any Donation amount.

The Associated Services used by the Seller will be invoiced separately.

Article 9 - 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 Sale 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 a third party that the Buyer shall have delegated. The Buyer will therefore be held responsible for any damage caused to the Equipment by its fault after receipt.

In the context of Auctions, 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 or MeDtrada will be responsible for the maintenance of the Equipment 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 posting 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.

Article 10- Deinstallation and Transport of Equipment

Responsibility for removing, deinstalling and transporting the Equipment

The Buyer is solely responsible for the removal, deinstallation and transportation of the Equipment.

The Seller must inform MeDtrada of the exact place of removal of the Equipment.

MeDtrada will ensure communication and coordination between the Seller and the Buyer in order to remove the Equipment under the best conditions and as the specified conditions of the sale in the Equipment Form.

The Buyer shall be obliged to remove the Equipment at his own expense within 5 working days following the payment of the entire Sale Price of the Equipment or the dates of deinstallation indicated by the Seller.

If the Buyer is unable to proceed with the removal at the agreed pick-up date, Buyer is advised that MeDtrada may request the Buyer, without prejudice to any damages it may be entitled, to:

- (i) Cancel the sale,
- (ii) From the first day on which the contractual removal date is exceeded, apply a lump sum penalty equal to 1% of the total TTC of the Equipment per week of delay with a maximum of 5% of this 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 of time. Then the exceeding of the delivery deadlines shall not be entitled to any compensation, nor to the cancellation of the sale made.

In order to allow the Buyer to remove and transport the Equipment, the Seller and/or MeDtrada will give to the Buyer all the documents allowing the removal and transport of the Equipment.

In order to be able to retrocede the Net Seller Equipment Price to the Seller, the Buyer must deliver to the Seller and/or MeDtrada all documents justifying the removal of the Equipment and its destination such as a transport bill, bill of lading, Air waybill, a consignment , "CMR", invoices,...).

Article 11 - Guarantees, claims and indemnities

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

11.2 MeDtrada provides no warranty on the Equipment.

MeDtrada provides no warranty on the Equipment. The Seller may grant warranty on the Equipment it offers for sale on the Site and in this case it undertakes to detail the content of the warranty, the methods of implementation, the duration and the covered territory.

MeDtrada is not responsible for the guarantees given by the Seller and the execution thereof, in particular 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 possible guarantees and to ensure that they are in agreement with the guarantees indicated in the description of the Set of Equipment's.

Article 12 - Exclusivity Period

As soon as a Seller offers to sell Equipment on the Site, he undertakes not to offer for sale the said Equipment by any other means during the Exclusivity Period.

In the event of non-sale at the end of this Exclusivity Period, the Seller may either renew the sale of the Equipment for a new Exclusivity Period that it determines or withdraw the Equipment from the sale.

From the sale and 8 days after the sale, the exclusivity will automatically cease in case of sale of the Equipment or if the Main User or the Authorized Users decide to recover the Equipment.

Article 13 - Modification of Sales Services and Associated Services

MeDtrada reserves the right to make changes to 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 14 - Miscellaneous

14.1 In any event, one must not derogate to these General Terms and Conditions of Sale. In the event that the Seller issues general or specific reserves in breach of these conditions, these reserves will be deemed to be null and void.

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

14.3 The place of performance is Paris, France.

14.4. 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.

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

14.6 The fact of making a sale on the Site implies the full adhesion of the Seller to the above conditions.

14.7 As the present conditions are reproduced on the website www.the-medplace.com, the Seller cannot invoke the ignorance of these.

14.8 Should certain provisions of the General Terms and Conditions of Sale 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.