



ASK ULTRASOUND ORDER TERMS

THIS PURCHASE ORDER (AS DEFINED BELOW) CONSTITUTES THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN (ASK Ultrasound) AND YOU WITH RESPECT TO THE PRODUCTS AND SERVICES, UNLESS THIS PURCHASE ORDER IS BEING ISSUED UNDER A PURCHASE AGREEMENT (AS DEFINED BELOW). THIS PURCHASE ORDER MAY BE MODIFIED ONLY IN WRITING SIGNER BY ASK ULTRASOUND AND YOU. ASK ULTRASOUND HEREBY OBJECTS TO AND REJECTS ANY INCONSISTENT, ADDITIONAL OR DIFFERENT TERMS, INCLUDING, BUT NOT LIMITED TO, TERMS CONTAINED IN ANY VERBAL OR WRITTEN OFFERS, PROPOSALS, QUOTATIONS, INVOICES, ORDER ACKNOWLEDGEMENTS WARRANTY CARDS, AND IN ANY OTHER STATEMENTS PROVIDED BY YOU. NO COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT BETWEEN ASK ULTRASOUND AND YOU.

1. Definitions

«**Buyer**» means the entity to which Seller is providing Products and/or Services under the Contract.

«**Contract**» means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

«**Contract Price**» means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract.

«**Products**» means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

«**Seller**» means the entity providing Products or performing Services under the Contract.

«**Services**» means the services Seller has agreed to perform for Buyer under the Contract.

«**Site**» means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

«**Terms and Conditions**» means these "Products and/or Services Terms and Conditions", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

«**EUR**» means Euro(s).



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2. Entire Agreement

2.1/ These terms and conditions along with ASK Ultrasound's offer, sales confirmation, any appendixes attached to the aforementioned documents and any project-specific agreements shall constitute the entire agreement between the parties, hereinafter referred to as "Agreement". ASK Ultrasound uses sales confirmations as the document, which confirms in finality the precise terms of the parties' agreement after the exchange of offer and acceptance of the offer. ASK Ultrasound's offer, sales confirmation, any appendixes attached to the aforementioned documents and any project-specific agreements made by ASK Ultrasound takes precedence over these terms and conditions if those documents are conflicting.

2.2/ The customer may, among other methods, accept the Agreement signature or electronic acceptance, including by e-mail.

2.3/ Modifications or additions to the Agreement are only valid insofar as they have been agreed upon in writing.

2.4/ ASK Ultrasound hereby expressly rejects any and all different, conflicting, or additional terms of the buyer appearing on any purchase order or any other document, and such terms will have no force of effect, either through acceptance of such purchase order by ASK Ultrasound in writing or by performance.

3. Offer and Sales Confirmations

3.1/ ASK Ultrasound's written offers lacking a deadline for acceptance, shall be voided unless due acceptance has arrived at ASK Ultrasound within 48 hours from the time of issue. ASK Ultrasound's offers regarding demo-, used or goods on sale are only valid for as long as such limited goods are in stock in ASK Ultrasound's storage.

3.2/ ASK Ultrasound reserves the right to assign any non-binding offers or orders for stocked goods to other customers.

3.3/ Orders are not binding for ASK Ultrasound until ASK Ultrasound's sales confirmation has been dispatched to the customer and ASK Ultrasound has received written acceptance from the customer

3.4/ The customer is not entitled to cancel or modify any binding order, unless ASK Ultrasound by exception has agreed hereto in writing. If ASK Ultrasound accepts a cancellation or modification of the order, the customer must indemnify ASK Ultrasound of all additional costs or losses incurred due to the cancellation or modification, however, such indemnification shall never be less than 10 % of the contracting price excl. VAT.

3.5/ If ASK Ultrasound has not accepted modification or cancellation of the order in writing, the customer shall put ASK Ultrasound in the same position as if the order had been fulfilled without default, and pay the contracting price to ASK Ultrasound with a deduction of ASK Ultrasound's avoided costs



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3.6/ ASK Ultrasound is entitled to annul any offer or order if it is found that the customer has provided ASK Ultrasound with false or misleading information, which has had an impact on ASK Ultrasound's offer to the customer

4. Price

4.1/ All prices are excl. VAT, shipping, customs, taxes and other duties unless ASK Ultrasound states otherwise. Prices are in such currencies as are set forth in ASK Ultrasound's individual offers

4.2/ If the prices of the offered or agreed deliveries change due to changes in purchase costs, the prices of raw materials, currency rates, shipping costs, customs, taxes, other duties etc., ASK Ultrasound shall be entitled to alter the prices offered or agreed to by the customer accordingly.

5. Payment

5.1/ Invoices are due no later than 15 days after ASK Ultrasound has sent the notice that the delivery is ready to be made.

5.2/ Default of ASK Ultrasound's terms of payment or any other lack of timely payment of the customer's economic or financial obligations to ASK Ultrasound is considered a fundamental breach of the contract and entitles ASK Ultrasound to terminate the agreement by written notice and:

- Stop all further deliveries
- Demand every receivable, whether payable or not, paid immediately
- Down payment will not be returned to customer
- The goods can be sold to other customers

5.3/ Payment must be made first before claiming a delivery. The buyer must pay ASK Ultrasound in full before a product is eligible for shipment.

6. Product information and modification

6.1/ Information in product information, catalogues, datasheets, illustrations, pricing lists, commercials and the like are non-binding for ASK Ultrasound, unless ASK Ultrasound explicitly declares otherwise in writing in a document which is part of the Agreement.

6.2/ ASK Ultrasound retains the right to modify all product specifications with 7 days notice, if such modifications can be made without significant detriment to the customer.

6.3 / At the customer's request, the ultrasound reconditioning report will be sent to him by e-mail in PDF format

6.4 / The customer who receives the equipment has the obligation to follow the product delivered to our customer and to report to ASK Ultrasound any problems and safety information related to the ultrasound system



6.5 / By our obligation to inform our customers if a corrective action must be carried out on the equipment sold (information transmitted by the ANSM or the manufacturer)

6.6 / Patient data from the database is deleted according to the European GRPD regulation (EU) - 2016/679

7. Returns

7.1/ ASK Ultrasound does not accept returned goods.

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8. Shipping.

8.1/ Delivery to places inside the European Union (EU) is done DB Schenker, unless otherwise explicitly agreed in writing.

8.2/ Delivery to places outside the European Union (EU) is done DB Schenker, unless otherwise explicitly agreed in writing.

The customer is responsible for any export documents, and shall carry any costs arising out of or in relation hereto.

8.3/ ASK is entitled to used seb-contractors to delivery its performance.

8.4 / if it is agreed that ASK Ultrasound shall keep the good ready for pickup, the customer must pick up the good within 14 days after ASK Ultrasound has given notice that the good are ready for pickup. If goods are not picked up within the 14 days, the goods is stored at the customers risk and ASK Ultrasound is entitled to charge a storage fee. This applies regardless of any other terms of delivery.

9. Shipping Times

9.1 / Shipping times are determined by ASK Ultrasound according to our best estimations and considering the circumstances, which were present at the time the offer was made and/or the Agreement entered into

9.2 / ASK Ultrasound informs the customers of changes to the delivery schedule immediately after the changes become known to ASK Ultrasound

10. Delay

10.1 / If ASK Ultrasound does not deliver at the agreed time of delivery, as may be extended pursuant to the Agreement, and the delay is not due to circumstances that the costumer is responsible for, the customer may call for delivery in writing and set a final, reasonable delivery date.



10.2 / If delivery does not occur before the abovementioned final delivery date, the customer is entitled to avoid the purchase

10.3 /The customer is not entitled to claim compensation for any direct or indirect losses or to raise any other claims for the delayed delivery, including in the event of avoidance due to delayed delivery.

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11. Non-conformity and notice

11.1 / Before delivery commences the customer could perform such examination of the goods as conforms with professional standards.

ASK Ultrasound shall make the goods available for inspection by the customer at the location, from which the good are shipped for delivery.

The customer shall give notice to ASK Ultrasound of the time that the customer wishes to inspect the good, however, ASK Ultrasound may set the inspection for another time if the customers wishes are not practically possible or would otherwise entail unreasonable costs for ASK Ultrasound.

If ASK Ultrasound has not received a written notice of a requested inspection from the customer within 5 days from the time ASK Ultrasound dispatched its sales confirmation, delivery of the good shall commence without further notice.

11.2 / Goods are provided in the condition and at the location in which they are found, unless by exception ASK Ultrasound has promised otherwise in writing.

11.3 / When the goods, according to the agreement as defined in 11.2 above, are sold “As Is” this means that it is not standard ASK Ultrasound products. It is sold as is, meaning that we only base the sale on the information given to the seller, and customer has accepted to buy the product without any claim or warranty possibilities whatsoever.

11.4 / If the customer would claim for non-conformity, the customer must immediately after the non-conformity is or ought to have been discovered give written notice to ASK Ultrasound with a description of the nature of the non-conformity.

The customer must inspect the goods immediately upon delivery and give immediate notice to ASK Ultrasound , if the customer finds any transport damages for which the customer does not believe itself to bear the risk. If notice is not given, the customer shall lose any possible claim in regards to such damages.

The customer must provide ASK Ultrasound with evidence of the claimed non-conformity upon giving first notice, and must supply further evidence as requested by ASK Ultrasound afterwards.

11.5 / if the customer has or ought to have discovered non-conformity and the customer has not given notice hereof as set forth above, the customer may not claim for the non-conformity at a later time.



11.6 / ASK Ultrasound chooses whether to remedy any non-conformity by replacement or repair, compensation by proportional partial refund, or redelivery.

11.7 / The remedying of non-conformity does not include non-conformity, which is caused by incorrect installation and/or failure to use the goods in strict compliance with attached user instructions, faulty or incorrect usage, modifications or technical operations performed without prior written consent by ASK Ultrasound, installation not performed by OEM-certified personnel (Original Equipment Manufacturer), the non-conformity relates to electrical supply, or usage that violates medical or technical standards for such goods.

Furthermore, the customer shall be solely liable and bear the risks of any damage or loss caused by usage in violation of standards set by manufacturer of the goods.

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11.8 / If the customer is capable of remedying the non-conformities at his location, ASK Ultrasound's obligation to remedy non-conformity may be fulfilled by shipping new, used or repaired parts

11.9 / If non-conforming deliveries or parts are returned to ASK Ultrasound for redelivery or repair, and the customer has complained in due time, the customer must bear all costs and risks associated with the shipping.

11.10 / Deliveries or parts shipped to the customer constituting redeliveries or repaired parts for the remedying of non-conformity are shipped at ASK Ultrasound's cost and risk.

12. Local Regulations And Intended Use

12.1 / ASK Ultrasound is not liable for compliance with applicable laws and regulations in countries in which the buyers uses or imports the good. Hence, the buyer is assumed to have obtained all permits, licenses, registrations and other approvals required by every national, local or municipal government or agency, in respect of the buyer's use of the goods, including for resell and marketing.

12.2 / The customer is responsible for keeping informed about the intended purpose of the goods and ensuring that the goods are not used in violation of relevant legislation

13. Force Majeure

13.1 / ASK Ultrasound is not liable for losses caused by extraordinary circumstances and which prevent, hinder or increase the cost of fulfilling the Agreement, if they arise after the offer is made and lie outside ASK Ultrasound's control, including:

13.2 / Employment disputes, strikes, lockout, fire, war, pandemic, rebellion, internal strife, weather and natural disasters, currency restrictions, seizure by public authorities, import- or export embargos, disruption of transport infrastructure, including energy distribution, significant price- and/or duty increases, currency fluctuations, production and shipping hindrances caused by circumstances, which cannot be ascribed to ASK Ultrasound as well as force majeure and/or hardship suffered by relevant sub-suppliers



13.3 / Both parties are entitled to terminate the Agreement by written notice, if the fulfillment of the Agreement proves impossible due to any of the abovementioned circumstances. Such notice must be given within a reasonable period of time after the terminating part discovers or ought to have discovered the impossibility of fulfillment

14. Product Liability

14.1 / ASK Ultrasound is liable for product liabilities in accordance with the regulations set forth in French law regarding product liability

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14.2 / The customer must give immediate notice to ASK Ultrasound if a third party raises a product liability claim against the customer

14.3 / To the extent that ASK Ultrasound is made liable to a third party, the customer is obligated to indemnify ASK Ultrasound insofar as such a liability exceeds the boundaries set forth above, including for goods which the customer has modified and for which the customer bears full and sole liability.

14.4 / the customer is liable to be sued at the same venue, which litigates claims for compensation against ASK Ultrasound based on the alleged defects of ASK Ultrasound's deliveries.

15. Partial Invalidity

15.1 / insofar as one or more provisions of these terms and conditions are found to be invalid, illegal or unenforceable, no other provisions shall have their validity, legality or enforceability be affected or diminished by such partial invalidity.

16. Disputes, choice of law and choice of venue

16.1 / Any dispute between the parties, which cannot be solved amicably, shall be settled solely by the Lille District Court under the application of French law.

16.2 / French international private law, which points to a chosen law other than French law, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are not, however, applicable

17. Materio vigilance

17.1 / The customer will notify ASK Ultrasound in writing of any adverse events or incidents as defined in sections L,5212-2, R,5212-14 and R,5212-15 of the Public Health Code, brought to their attention. The customer must report these incidents or events as soon as possible and, in any case, within twenty-four (24) hours of becoming aware of them. Any report on these incidents or events should be sent to ask.ultrasound@gmail.com or, if this is not possible, by phone at 02 54 72 22 09.



17.2 / The report shall include, where applicable, the name, address and telephone number of the person reporting the incident or adverse event and the date and time at which it was reported; details of the medical device concerned, including, where possible, the device make, model, serial number or lot number. The report should also indicate the clinical consequences found and, if necessary, the name, quality, telephone and fax number of the user of that medical device.

Terms and conditions of sale