

## GENERAL TERMS AND CONDITIONS OF SALES

**These general terms and conditions of sales apply, in the United Arab Emirates, to all sales of scanners, hardware and consumables (hereinafter referred to as "Products" or "Hardware") and to the provision of related after-sales services: installation, training and after-sales services, etc. (hereinafter referred to as the "Services"), by DICOM Me FZE (hereinafter "DICOM ME FZE") to its professional clients (hereinafter the "Client").**

### ARTICLE 1. Conditions for application

The sales of Products and Services by DICOM ME FZE to its Clients are exclusively governed by these General Terms and Conditions, possibly supplemented by special conditions established and agreed between the parties, and not by any other document such as booklet, instructions, leaflet, catalog, documentation originating from DICOM ME FZE, which are given only for information and have only an indicative value.

Any sale of Products and/or provision of Services by DICOM ME FZE to the Client, as well as any order issued by the Client implies the acceptance of these General Terms and Conditions of Sales, without any reservation, notwithstanding any clauses to the contrary, handwritten or other, indicated on the purchase orders, letters or other documents originating from the Client.

These General Terms and Conditions of Sales constitute the sole basis of the commercial negotiation between the Parties.

Accordingly, in case of contradiction between these General Terms and Conditions of Sales and the General Terms and Conditions of Purchase of the Client, the parties agree that these General Terms and Conditions of Sales shall prevail in their entirety.

### ARTICLE 2. Price

The sold Products and Services are invoiced at the price mentioned in the offer or the estimate of DICOM ME FZE accepted without any reservation by the Client, or the one in force on the day of receipt by DICOM ME FZE of the order of the Client. The AED is the currency of reference.

DICOM ME FZE reserves the possibility to modify its rates at any time, subject to the current contracts. Within the Services framework, DICOM ME FZE reserves the possibility, for the contracts with tacit renewal, to modify the price of the Services, subject to a three (3) months notice prior to the end of the current term notification to the Client.

### ARTICLE 3 Orders – Deliveries – Risks

**3.1.** The orders for Products and/or Services must be in written form (fax, letter, email...), by the Client.

The sale is deemed final and the Contract deemed concluded after a written confirmation by DICOM ME FZE by an acknowledgment of receipt of the order of the Client. "Contract" shall mean the contractual documents binding DICOM ME FZE to the Client and including (i) these General Terms and Conditions of Sales, (ii) the estimate or the offer of DICOM ME FZE and (iii) the order of the Client not containing any modification or reservation with respect to the offer from DICOM ME FZE.

Any order from the Client of which the specifications and characteristics differ from the offer or the estimate issued by DICOM ME FZE is considered accepted only after a written confirmation by DICOM ME FZE.

Except when otherwise indicated on the offer, the validity of the offers and estimates of DICOM ME FZE is limited to one (1) month.

**3.2.** The shipping costs are to be borne by the Client on the basis of a rate defined according to the type of Products. The Products will be transported by a carrier chosen by DICOM ME FZE.

**3.3.** The Client shall check the condition and the quantity of the Products at the time of the delivery. He shall notify, the case arising, his exceptions on the carrier delivery slip and confirm them in writing to the carrier by registered letter with acknowledgment of receipt within three (3) working days following their receipt. A copy of this letter shall be simultaneously sent to DICOM ME FZE. Exceptions should be clear and precise about the nature and extent of the damage. Exceptions such like accepted subject unpacking are not valid and accepted by transport insurance companies.

Any other complaint from the Client, regarding the evident defects or the non-conformity of the ordered Products to the order (particularly wrong quantities or references), shall be made in written to DICOM ME FZE, to be valid, within eight (8) days following the receipt of the Products by the Client. After this period, the delivered Products shall be deemed in conformity with the terms of the order and no complaint related to the evident defects or to the conformity of the delivered Products can be considered by DICOM ME FZE.

In the case of delivered Products acknowledged by DICOM ME FZE, after verification, as not in conformity with the order and/or the Contract, DICOM ME FZE undertakes to deliver the missing Products and/or to replace, with the same quantities, the Product acknowledged as not in conformity with the order, excluding any damage or refund or cancellation of the concerned order.

The return of all or part of a Product is subject to a prior written agreement between DICOM ME FZE and the Client.

The return costs and risks shall be borne by the Client.

**3.4.** The delivery periods indicated in the offer and/or the estimate from DICOM ME FZE are indicative only. Unless stipulations to the contrary accepted in written by DICOM ME FZE, any delay or partial delivery cannot give rise to any payment of damage and/or order cancellation by the Client.

#### **ARTICLE 4 Terms of payment**

Unless provisions to the contrary agreed between the parties, the invoices are payable within thirty (30) days from the date of issue of the invoice. These terms of payment can be modified according to the evolution of the ability to pay of the Client and of its coverage level by our credit insurer. In particular, DICOM ME FZE can require a cash payment for the Products and/or Services, on the date of confirmation of the order by the Client, if the Client has not settled all or part of a previous order within the time limit laid down.

The conditions in which DICOM ME FZE can allow a discount for early payment are indicated in the invoice from DICOM ME FZE.

#### **ARTICLE 5 Delay in payment**

In case of delay in payment of any amount on its due date indicated on the invoice, the Client shall be, by right, liable to pay to DICOM ME FZE (i) a penalty of delay equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 basis points, and (ii) a flat rate compensation for recovery costs of 160 AED.

In the case where the actual recovery costs are higher than 160 AED, DICOM ME FZE reserves the right to ask for a supplementary compensation on presentation of supporting documents to the Client. The non observance of any due date for payment entails also, by right, the immediate payment of the amounts remaining due for other orders for Products and/or Services.

If this payment is not made, DICOM ME FZE reserves the right to retain the not yet delivered Products and/or to suspend the execution of all current Services, fifteen (15) days after the sending of a formal notice to pay by registered letter with acknowledgment of receipt having gone unheeded, without prejudice to any other remedy and/or compensation. This suspension of services or orders does not affect the right of DICOM ME FZE to pursue the recovery of the entire invoice.

#### **ARTICLE 6 Reservation of ownership clause**

**6.1.** The Products remain the property of DICOM ME FZE till full receipt of their entire taxes included price in principal, charges and interests.

In the meaning of this document, the presentation of a bill of exchange or other security creating an obligation to pay does not constitute a payment.

In case of non-payment of the totality of the price in principal, charges and interests on the due date, and/or in case of opening safeguard, insolvency or winding-up proceedings against the Client, DICOM ME FZE may (i) require the return of the sold Products at the costs and risks of the Client, and (ii) terminate the Contract by right, by a simple written notice sent to the Client, without prejudice to any damage.

These provision do not constitute an obstacle to the transfer of the risks of loss and deterioration of the Products in the conditions of article 6.2 hereafter.

The Client undertakes that the Products of DICOM ME FZE will be identifiable at its premises.

In case of return of the Product within the framework of this article, the amounts paid and constituting a part payment for the Products by the Client will be kept by DICOM ME FZE as compensation.

**6.2.** The transfer of risks is made as soon as the Products are delivered at the premises of the Client. It belongs to the Client to subscribe to the insurances necessary to cover the risks of loss and of deterioration of the Product.

#### **ARTICLE 7 Installation and Training Services**

**7.1.** DICOM ME FZE undertakes to execute the installation and training Services subscribed to by the Client as specified in the offer and/or the estimate of DICOM ME FZE.

**7.2.** The Services are executed at the premises of the Client indicated by the Client. In this context, the Client undertakes, prior to the beginning of the Services by DICOM ME FZE, to provide in written to DICOM ME FZE the safety and hygiene rules as well as the bylaw applicable at its premises.

**7.3.** DICOM ME FZE can carry out the training of the personnel of the Client, on request from the Client and on presentation of a prior estimate.

#### **ARTICLE 8 Warranties**

##### **8.1. Manufacturer warranty**

Unless written agreement between the parties, the Products sold by DICOM ME FZE are guaranteed, from the date mentioned on the delivery slip, against any material or manufacturing defect, in accordance with the special conditions of the Product manufacturer supplied with the Product.

In addition, the Client can subscribe to a warranty extension for a period particular to each Product category indicated in the offer of DICOM ME FZE and in the conditions of article 8.2 hereafter.

## 8.2. Service contract – Contractual Warranties from DICOM ME FZE

8.2.1. The Client can subscribe, with DICOM ME FZE, to a warranty extension (hereafter the "Warranty extensions from DICOM ME FZE") detailed in the offer from DICOM ME FZE.

The Warranty Extensions from DICOM ME FZE are provided by DICOM ME FZE in accordance with these General Terms and Conditions of Sales:

- (I) for the period and in the conditions mentioned in the special conditions of the Warranty Extension from DICOM ME FZE, as referred to in the previous paragraph, in force on the day of receipt of the order of the Client (accepted by DICOM ME FZE) and which can be consulted on the web site of DICOM ME FZE;

8.2.2. The conditions of the Warranty Extensions from DICOM ME FZE apply subject to a proper and normal use of the Hardware by the Client, according to the specifications mentioned in the instruction manual of the said Hardware.

It is the Client responsibility to regularly clean the machine in accordance with the handbook of the said hardware.

### 8.2.3. Technical Support:

The Client undertakes to designate a person responsible for the Hardware which will be the only one authorized to contact DICOM ME FZE within the framework of Technical Support. The Technical Support allows the interlocutor of the Client to benefit from the advices necessary for the current use of the Hardware.

The client can be requested by Technical Support to execute simple diagnosis test, or change the consumables and / or wear parts.

It is the Client responsibility to be available during the support call to supply the necessary information to the support team to try to solve the issue via phone or remotely.

DICOM ME FZE reserves the right not to send an engineer on site if it is established that an on site visit will not contribute to fixing the defect (e.g. if it is established in the support call that it is necessary to order spare parts before sending an engineer within the reaction time) .

The Technical Support service of DICOM ME FZE is available on working days (from Monday to Friday). Only the persons trained by DICOM ME FZE and/or having the technical capacities necessary to use the Hardware are authorized to contact the Technical Support services of DICOM ME FZE. Technical Support cannot be a substitute for training.

In case of misuse of the Technical Support by the Client, monitored by call statistics, if the calling time is more than twice (2) the average of other clients, the Client undertakes to make its collaborators follow a training day.

These training services can be carried out on site, on request from the Client, on presentation of a prior estimate and at the rate in force on the day of issuance of the estimate.

### 8.2.4. Response times

SPIGRAH will do its very best to execute its Services within the time periods indicated in the special conditions applicable to the Warranty Extensions from DICOM ME FZE.

### 8.2.5. Exclusions of warranties

The DICOM ME FZE Warranty Extensions do not include the supply of lamps and glass parts (glass based...) and of consumables (paper catching rollers, ink cartridges, toner...).

Are not covered by the DICOM ME FZE Warranty Extensions are the following interventions and repairs due to deteriorations and/or defects affecting the Hardware due to:

- (i) the normal wear of the Hardware
- (ii) an obvious negligence of the Client (e.g. Documents scanned with staples or paper clips), and abnormal use of the Hardware by the Client, generally to any use not in accordance with the specifications of the Hardware (mentioned in the instruction manual of the said Hardware)
- (iii) any intervention from persons, other than the technicians from DICOM ME FZE or persons duly authorized in written by DICOM ME FZE,
- (iv) a modification of the Hardware by the Client or by an outsider, not in conformity, not considered and/or not specified in the instruction manual of the Hardware and/or in the specifications of the manufacturer of the Hardware,
- (v) a natural disaster or any accident the cause of which is external to the Hardware (damages by water, fire, shock, etc.), an occurrence of a case of force majeure in the conditions of article 11 of the General Terms and Conditions,

- (vi) the use of inappropriate electrical current or any accidental cause producing the same effects.
- (vii) the use of spare parts other than those supplied by DICOM ME FZE and the use of consumables non-compliant with the standards of the manufacturer of the Hardware or the storage conditions (temperature, expiry date),
- (viii) of the non-observance of the environmental conditions and particularly: floor covering (static electricity), ambient temperature (18 to 25°C), humidity (between 45 and 60%)
- (ix) a lack of maintenance or a improper maintenance of the Hardware by the Client or by an outsider, not in conformity with the instruction manual of the Hardware,
- (x) a modification of the system and hardware environment on which DICOM ME FZE has not the control or the responsibility.

The following information is excluded from Technical Support: creation and modification of configurable states, backup procedures, file processing and recovery...

Any intervention having for origin one of the causes enumerated in this article 8.2.5 will be invoiced at the rate in force on the date of the said intervention.

### 8.2.6. Moving the Hardware

The Client undertakes to not move the Products without a prior written consent from DICOM ME FZE. All the costs due to these displacements shall be borne by the Client.

The Client must inform DICOM ME FZE immediately if the location of the machine under contract changes.

### 8.2.7 Preventive Maintenance

In order for DICOM ME FZE to fulfill the SLA's stated in the contract or execute a Preventive Maintenance, the Client must submit the full installation location as well as machine details prior to the first call.

The Client undertakes to contact DICOM ME FZE for Preventive Maintenance delivery. In case the client doesn't give access to the machine, the Preventive Maintenance is considered delivered.

On contracts without Consumables, it is the customer responsibility to make sure he has Consumables available when DICOM ME FZE engineer is onsite. If he doesn't have them, and expects DICOM ME FZE to come back to replace the consumables, the client will be charged

### 8.2.8. Additional Services

Any Service related to the DICOM ME FZE Warranty Extensions non-subscribed to by the Client under the applicable special conditions and/or the DICOM Me FZE offer, will be carried out by DICOM ME FZE on a written request from the Client, on the basis of the rate structure in force on the date of the request.

### 8.2.9. Period

The DICOM ME FZE Warranty Extensions are applicable for the firm period subscribed to by the Client mentioned in the offer and/or the contract of DICOM ME FZE duly accepted by the Client.

For the DICOM ME FZE Warranty Extensions mentioned in article 8.2.1, applicable for a period of one (1) year and tacitly renewable by annual period, each of the Parties has the possibility to terminate by right the Contract applicable to the said DICOM ME FZE Warranty Extensions by register letter with acknowledgment of receipt, subject to a minimum period of notice of two (2) months.

### 8.2.10. Anticipated Termination

DICOM ME FZE may terminate, by right, the Contract and the Services, particularly those provided under the DICOM ME FZE Warranty Extensions and shall be then allowed to recover immediately the total amount of its receivables:

- In case of voluntary or judicial liquidation, complete or partial, of the the Client, subject to the legal provisions in force
- In case of non-payment by the Client of many invoices.

The Contract cannot be transferred by the Client, totally or partly, without the prior written consent of DICOM ME FZE. In case of sale of the Hardware to a third party without the prior written consent of DICOM ME FZE, the obligations of DICOM ME FZE would cease by right without any obligation to refund all or part of the amounts paid by the Client.

DICOM ME FZE reserves the possibility to terminate the Contract by right, before its annual term in case of impossibility to get spare parts supplies. In this case, a credit note shall be established by DICOM ME FZE for the remainder of the term.

## **8.3. Warranty and acceptance of the Services**

DICOM ME FZE warrants only the conformity of the Services to the features contained in the Contract and in the special conditions applicable to the DICOM ME FZE Warranty Extensions, the case arising.

The acceptance of the Hardware installation Services is materialized by the signature of a report by the Client and DICOM ME FZE. In case of reservations, from the Client about the installation Services, acknowledged by DICOM ME FZE after verification, as not in conformity with the Contract, DICOM ME FZE undertakes to re-execute or to correct the installation of the Hardware within two (2) weeks, at its costs.

## **ARTICLE 9 Other Services**

DICOM ME FZE proposes supplementary Services to the Client, such as the audit of the scanners existing at the Client.

These Services can be performed by DICOM ME FZE, on written request from the Client, on presentation of a prior estimate and after agreement between the parties on the applicable technical and financial conditions.

### **ARTICLE 10 Conditions of Execution of the Services – Obligations of the Parties**

**10.1.** DICOM ME FZE undertakes to perform the Services in conformity with the provisions of the laws of The United Arab Emirates applicable to its activity.

It is for DICOM ME FZE only to decide on the means in personnel and in equipment necessary to carry out the Services.

The personnel of DICOM ME FZE intervening at the Client remain in all circumstances under the hierarchical and disciplinary authority of DICOM ME FZE. The personnel of DICOM ME FZE will intervene only according to the instructions from DICOM ME FZE.

DICOM ME FZE can subcontract all or part of the execution of the Services with the prior written consent of the Client. In this case, the Client shall accept the identity of the subcontractor and its conditions of payment..

DICOM ME FZE warrants that the Services will be performed by a regularly employed personnel with respect to the legal and regulatory provisions in force.

**10.2.** The Client undertakes to collaborate with DICOM ME FZE and to answer favorably to the requests from DICOM ME FZE by providing it with the information it has for the purpose of the performance of the Services.

The Client undertakes to respect the conditions of the Contract as well as the legislative and regulatory provisions of the laws of The United Arab Emirates applicable to its activity.

### **ARTICLE 11 - Force majeure – Unforeseeable Circumstances**

DICOM ME FZE shall not be held responsible for a failure to fulfill its obligation deriving from the Contract if this failure is due to a case of "Force Majeure".

A case of Force Majeure is any event subsequent to the signing of the Contract, independent from the will of DICOM ME FZE, unforeseeable and uncontrollable

such as (without this enumeration being limiting) strikes, fires or floods, accident or manufacturing delays at the suppliers of DICOM ME FZE, civil or foreign war, riots, acts of terrorism, total or partial destruction of premises and facilities, and customs measures.

To invoke a case of Force Majeure, DICOM ME FZE shall notify the Client about the Force Majeure event, as soon as it occurs, with an estimate of its duration. The Contract shall be suspended during all this event.

As soon as this event ends, DICOM ME FZE shall notify the Client about this end and shall immediately resume the performance of its obligations. However, if the duration of a case of Force Majeure exceeds one (1) calendar month, the Client shall then be free to Terminate the Contract.

### **ARTICLE 12 Liability - Insurance**

**12.1.** DICOM ME FZE is liable, within the conditions of common law, for the direct damage caused to the Client by the sale of the Hardware and/or by the performance of its Services.

In no case DICOM ME FZE is liable for the indirect and/or unforeseeable damage which may be caused by DICOM ME FZE and related to the Products and Services, such as particularly the operating, turnover, orders, clients, data, etc., losses

At all events, the total annual liability of DICOM ME FZE, whatever the number of events, is limited:

- (i) to only the direct damage caused to the Client and attributable exclusively to DICOM ME FZE and related to the Products and Services,
- And (ii) to the tax excluded amount actually paid by the Client for the purchase of the concerned Products and/or provision of Services, during the twelve (12) months preceding the last event giving rise to the liability claims against DICOM ME FZE.

**12.2.** DICOM ME FZE warrants having subscribed with a reputedly solvent company, to an insurance covering its civil liability and the one of its employees, executives and agents under the Contract.

### **ARTICLE 13 – Intellectual Property**

**13.1.** The estimates, proposals, catalogs and more generally all the documents given or sent by DICOM ME FZE to the Client, as well as the related intellectual property rights, are and remain wholly the property of DICOM ME FZE.

In no case, any of these documents can be reproduced without the prior written permission of DICOM ME FZE

**13.2.** The intellectual property rights related to the Products, to the drivers and to the software integrated in the Products remain the property of the manufacturer of the said Product. Only the right to the use of the Product is granted to the Client.

**ARTICLE 14. Obligations of confidentiality**

Except express written permission granted by one of the parties to the other party, each of them undertakes to keep secret and confidential the information belonging and/or received from the other party (hereinafter the "Confidential Information") within the framework of the Contract or before its signing, and to take all the measures necessary so that they are not disclosed to third parties. The parties undertake to give, under their responsibility, the Confidential Information only to their permanent employees directly concerned by the Contract.

DICOM ME FZE undertakes particularly to not disclose any information about the Client and its applications.

The undertakings in this Article shall remain in force for a period of ten (10) years from the date of signing of the Contract, unless express provisions to the contrary laid down by the parties.

**ARTICLE 15 Applicable Law - Jurisdiction Clause**

ALL DISPUTES THAT MAY ARISE BETWEEN DICOM ME FZE AND ITS CUSTOMERS SHALL BE EXCLUSIVELY REFERRED TO AND GOVERNED BY THE LAWS OF THE UNITED ARAB EMIRATES.