Neuro Engineering Technologies Research Institute (NETRI)

GENERAL TERMS AND CONDITIONS
MICROFLUIDIC CHIPS

1. General Provisions

NETRI ("**NETRI**") specializes in the design, manufacture and commercialization of microfluidic chips.

These general terms and conditions of sale ("**T&Cs**") set out the terms and conditions for the sale by NETRI of microfluidic chips (the "**Products**") to any professional buyer (the "**Client**") for research and development purposes only, excluding research and development activities relating to the Products.

The T&Cs constitute the sole basis of the commercial relationship between NETRI and the Client, in accordance with Article L. 441-1 of the French Commercial Code, without prejudice to any derogations granted by NETRI giving rise to the establishment of Particular Terms and Conditions of Sale.

They are applicable to all contracts, estimates, technical and commercial proposals or orders between NETRI and any Clients. The T&Cs prevail over any conditions not expressly accepted by NETRI and in particular over the Client's general conditions, unless otherwise expressly agreed in advance by NETRI.

Placing an order implies the Client's full and unreserved acceptance of these T&Cs.

In the T&Cs, the word Party(ies) refers individually or collectively to the Client and/or NETRI.

2. Products

The Products sold by NETRI are devices manufactured and marketed under the trade name "neurofluidic chip" by NETRI as described in the technical documentation provided (the "**Technical Notice**"). The Products may include accessories, which are associated element allowing the device to operate according to the use desired by the Client.

The list of Products is attached in Appendix and may be updated by NETRI.

3. Orders

Minimum quantities: Minimum order quantities is 5 chips per order.

Acceptance of orders: Any order of Products is deemed as perfect and definitive after the formal acceptance by the Client of NETRI's quotation, sent by e-mail, or after the validation by the Client of its online shopping cart on NETRI's website.

The validation of the online shopping cart is only possible after creation of a customer account by the Client on NETRI's webshop. The customer account allows the Client to manage its orders.

NETRI reserves the right to refuse an order within two (2) business days as from the date NETRI receives the purchase order from the Client.

Modification of orders: Any modification of a definitive order, requested by the Client, in particular with regard to quantity, quality or delivery schedule, is subject to NETRI's written acceptance. The Client shall pay NETRI all costs incurred and all direct or indirect consequences resulting from the modification of an order (in particular costs of extra charges requested, restocking, logistics costs, controls) and shall bear any extension of deadlines.

Cancellation of orders: No order cancellation can be taken into consideration if it has not been expressly accepted by NETRI. In this case, the Client shall reimburse NETRI for all costs incurred (in particular specific equipment, study costs, labour and supply costs, tools) and for all direct and indirect consequences resulting therefrom. The quantities of Products which are the subject of the order and which are available at the time of its cancellation will be delivered to the Client, who will be required to pay for them. In addition, any amount already paid will remain the property of NETRI.

4. Delivery

Delivery methods: Delivery is carried out by the direct delivery of the Products at the Client's address as indicated on the purchase order, by any appropriated means of transport.

Shipping costs are country specific and are indicated in the quotation or in the final shopping cart page.

Delivery times: Delivery times are available on NETRI's website and indicated in the quotation or in the final shopping cart page. Unless otherwise specified, NETRI will make its best efforts to meet the delivery deadline, however, this deadline does not constitute a strict deadline. Also, delivery delays cannot justify the cancellation of the order and NETRI cannot be held liable in the event of a delay not exceeding thirty (30) days. In addition, NETRI may under no circumstances be held liable in the event of a delay attributable to the Client or to a case of force majeure as defined in Article 13 hereof.

Risks: Products are delivered EXW (Incoterm 2010) unless otherwise agreed between the Parties. Products, even if sent free of charge, travel at the risk and peril of the Client who is responsible for verifying their condition upon delivery under the conditions set out herein.

Damage and missing Products: It is the Client's responsibility, in the event of damage to the Products delivered or missing Products noted in the presence of the carrier, to make all necessary reservations with the carrier. Any delivery that has not been the subject of reservations to the carrier by registered letter with acknowledgement of receipt, within 3 days of delivery from the carrier, in accordance with Article L.133-3 of the French Commercial Code, a copy of which to be sent simultaneously to NETRI, will be considered as accepted by the Client.

The reservations made by the Client must be complete, justified and as specific as possible. It is the Client's responsibility to provide all justifications as to the reality of the defects or missing Products. When, after inspection, a damage or missing Products is actually detected by NETRI, the Client may only request NETRI to replace the non-conforming and/or the missing Products, at NETRI's expense, without the Client being entitled to claim any compensation or the cancellation of the order.

Non-conformity of the delivered Products: The Client undertakes to verify the conformity of the Products delivered to the Technical Notice within fifteen (15) days from the date of delivery to the

address indicated by the Client. Within this period, NETRI agrees to take back and to replace, at its own expense, the Products found to be not in conformity with the Technical Notice. Products must be returned to NETRI in their original packaging. Any claim made by the Client under the conditions described in this article does not entitle him under any circumstances to suspend the payment.

No return of the Products may be made by the Client without the prior express written consent of NETRI.

5. Additional services

The Client may order additional services and training on the Products. These additional services will be performed according to the T&Cs and upon specific quotation.

6. Prices and payment terms

Prices: The prices are net in EURO according to the latest prices list, valid on the day of ordering. The relevant prices list at the date of these T&Cs is attached in Appendix.

When necessary, NETRI uses an external resource for multiple currency conversions, as an optional function. NETRI is not responsible for variations or fluctuations displayed through this currency converter or purchases derived from prices displayed through this currency converter. By using the currency conversion function the Client accepts the full responsibility of the order.

The price of the order is given excluding taxes, without discount. Thus, unless stipulated otherwise, transport, insurance and customs costs are to be borne by the Client. Unless specifically requested by the Customer, packaging costs are included in the price.

Payment: NETRI will invoice the Client for the Products ordered by e-mail, telephone or mail on the date of delivery.

For online sales only, NETRI will invoice the Client for the Products ordered on the date of order.

NETRI will invoice the additional services on the date of performance of said services.

Invoices are payable within thirty (30) days from the date of the invoice. Payment can be made by bank transfer or cheque.

For online sales only, the invoices are immediately payable and no Products will be delivered without any Payment.

No discount will be granted to the Client for prepayment unless otherwise agreed in writing and explicitly signed by NETRI.

If NETRI has serious reasons to fear payment difficulties from the Client on or after the date of order or in the event of sale of the Client's company or business, or the rental or pledge of all or part of its business, NETRI may make the delivery of the order subject to immediate payment or the provision by the Client of additional guarantees for the benefit of NETRI.

Any non-payment on a due date will result in the application to the sums due, after formal notice remained without effect within forty-eight (48) hours, of a fixed compensation for recovery costs of an amount of forty euros (40 €) and late payment penalties at the rate of three times the legal interest rate in force.

In the event that the Client places a new order without having made payment on the due date of the previous order(s), NETRI may refuse to execute the order, without the Client being entitled to claim any compensation, for any reason whatsoever.

Under no circumstances may any claim have the effect of delaying or suspending payments by the Client.

7. Retention of title of ownership

NETRI retains full ownership of the Products until the full payment and the effective collection of the price, even in case of payment terms. Failure to pay may result in the Products being claimed back.

8. Intellectual Property Rights and Copyrights of Third Parties

All intellectual property rights and know-how belonging to NETRI and incorporated in the delivered Products and/or documents delivered made and provided to the Client are and remains the exclusive property of NETRI. Any transfer of intellectual property rights or know-how to the Client must be the subject to a contract between NETRI and the Client.

The Client must immediately inform NETRI of any third party claims related to the infringement of intellectual property rights and copyrights.

Under no circumstances may the Client file a patent on products including a Product or its technology or on processes implementing a Product or its technology, except with NETRI's express prior consent.

9. Results and reference

The Client undertakes to mention the name of NETRI in all circumstances, in particular in the event of publication and disclosure to a third party, where its reports the Products as well as the results obtained by using the Products.

The Client authorizes NETRI to mention his name on a reference list, which NETRI may display to its clients and prospects.

10. Confidentiality

NETRI and the Client mutually undertake a general obligation of confidentiality relating to the elements (documents on any device, and in particular Technical Notice, specifications, discussion reports, plans, drawings, diagrams, know-how, etc.) exchanged in the context of ordering, manufacturing and supplying the Products and/or performing additional services.

11. Complaints, Warranties and Liability

11.1 The Client has full responsibility about the usage purpose of the Products. The Client guarantees that the use he makes of the Products complies with the applicable regulations in force.

NETRI provides no guarantee except against the material existence of the Products. NETRI therefore does not guarantee in particular that the Products delivered will bring the results expected by the Client.

11.2 NETRI's liability for any claim, liability or expense, regardless of its nature, is limited to the amount of the order in dispute.

Indirect damages suffered by the Client are excluded from any claim for compensation. The following are qualified as indirect losses, without this list being exhaustive, in particular: loss of turnover, operating loss, commercial loss, loss of profit or any claim made by any third party whatsoever against the Client.

NETRI shall assume no liability whatsoever for the quality and validity of data generated by the use of the Products. If the Client passes to third parties data that was generated with the Products, then the Client shall indemnify NETRI against all claims asserted by

third parties against NETRI directly or indirectly (e.g. by way of recourse) due to the quality and validity of the data generated.

Under no circumstances may NETRI be held liable for damage resulting from the transport, destruction, damage, loss or theft of the Products, even if NETRI has chosen the carrier.

The Parties acknowledge that the provisions of this clause are decisive in their willingness to enter into a contract together and that the agreed price reflects the allocation of risk between the Parties and the resulting limitation of liability.

12. Subcontracting

NETRI may subcontract the performance of part of its obligations to one or more subcontractors of its choice. NETRI shall remain liable to the Client for the fulfilment of its obligations.

13. Force majeure

NETRI's liability may not be invoked if the non-execution or delay in the execution of one of its obligations described in these T&Cs results from a case of force majeure within the meaning of Article 1218 of the French Civil Code.

For example, the following are considered to be cases of force majeure: total or partial strikes (internal or external to NETRI), blocking of the means of transport for any reason whatsoever, unavailability or stock-out of equipment ordered from NETRI suppliers or subcontractors, blocking or disruption of communication, telecommunication or postal means.

The occurrence of a case of force majeure has the effect of withholding NETRI's contractual obligations.

14. Data Protection and Privacy

14.1 The Client is informed that the full name and professional contact details (including the e-mail address, the phone number and the postal address) of its legal representative and those of its person(s) in charge of the orders are processed by NETRI as controller in accordance with the General Data Protection Regulations (the "GDPR") and the French Data Protection Act.

This data is essential for the validity of the Contract and the proper performance by the Parties of their contractual obligations.

It is processed on the basis of the execution of these T&Cs pursuant to Article 6.1.b. of the GDPR for the following purposes:

- management of the order process;
- creation and management of the customer account;
- delivery and customer service;
- invoicing and payments management;
- statistical monitoring and commercial prospecting;
- management of the rights of the concerned persons.

Personal data is intended for NETRI only and, where applicable, to its subcontractors, and are under no circumstances intended to be sold, given or rented to third parties, unless the controller is required by law or court order to do so.

They are hosted at NETRI office in France (Paris)and are for the entire duration of the contractual relationship and for 5 years following the end of the commercial relationship for archiving purposes.

14.2 In accordance with the regulations applicable to the protection of personal data, each Party undertakes to take all necessary precautions, having regard to the nature of the data and the risks presented by the processing, to safeguard the security of the personal data processed and, in particular, to prevent such personal data from being distorted, damaged or accessed by unauthorised third parties.

14.3 Each person whose personal data are processed has a right to limit the processing, a right of access, rectification, deletion and portability of his/her data concerning. He/she may expressly object to the processing of his/her personal data, unless this opposition affects the proper performance of the T&Cs.

In this context, the Client is responsible for providing its concerned personnel, on behalf of NETRI, with all information relating to the processing operations carried out by NETRI and which is based on the execution of these T&Cs.

To exercise these rights, each data subject may write to NETRI at the following address: rgpd@netri.fr by indicating his/her surname, first name, address and proof of identity. The letter must be signed and be specifying the address to which the reply must be sent. A reply will then be sent to the person concerned within one (1) month of receipt of the request.

Finally, the Client is informed of its right to apply to the competent administrative authority if it considers that its rights or those of its staff have not been respected.

15. Applicable Law and Place of Jurisdiction

The construction, validity and performance of these T&Cs shall be governed in all respects by the law of France.

EXCLUSIVE PLACE OF JURISDICTION TO THE EXTENT PERMITTED BY LAW FOR ALL DISPUTES ARISING FROM THE CONTRACTUAL RELATIONSHIP SHALL BE THE COMMERCIAL COURT OF LYON, EXCEPT IN CASE OF SPECIFIC AND EXCLUSIVE MATERIAL JURISDICTION OF ANOTHER COURT.

16. Waiver

The fact that NETRI does not invoke any of the clauses herein at any given time shall not constitute a waiver of its right to avail itself of these same clauses at a later date.

17. language

In the event of a translation of these T&Cs into another language, only the English version shall prevail.