

General Terms and Conditions of Sale and Rental Services GESPODO SRL

1. Applicability of the General Conditions

1.1. The present General Conditions are applicable to all sales, rental and service contracts, including all ancillary services, issued by GESPODO SRL, hereinafter referred to as "the Company".

1.2. Any order implies the unreserved and irrevocable acceptance of these General Conditions by the Customer, who *ipso facto* waives the application of its own general or special conditions, terms of service, billing or payment conditions and generally any other clause or contract of adhesion.

1.3. The Client is understood to be the person validly representing a legal entity or his own business or a consumer within the meaning of Article I.1, 2° of the Code of Economic Law and placing an order or agreeing to an offer or contract for services issued by the Company.

1.4. The order forms the contract and expresses the Client's irrevocable consent.

1.5. Any modification to the General Conditions must be recorded in a written document signed by the parties.

2. Services

2.1. The Company offers various services such as the sale and custom manufacturing of orthopedic inserts, the sale and rental of computer hardware and software, the sale of training materials and training services, the distribution and online sale of medical and orthopedic items, medical equipment, pharmaceutical products and other non-specialized items.

2.2. The item(s), equipment, software, product(s), training materials sold, rented, manufactured by the Company are hereinafter referred to as "the Good(s)".

2.3. The training provided by the Company is hereinafter also referred to as "Services".

3. Order

3.1. Unless otherwise agreed, the transfer of the lab form and/or prints or the placing of an order or the signing of a contract constitutes a firm and final order.

3.2. Our prices are in Euros, exclusive of tax (vat, customs, etc.) and the applicable rate will be that in force at the time of invoicing.

3.3. In the event of an order by two or more customers, they are jointly and severally liable for payment.

3.4. The description of the Goods/services and the price established on the order are authoritative; what is not described is not included.

3.5. The Company reserves the right to modify without notice the technical characteristics and listing of its products.

3.6. In the event that an item is unavailable, the Company would attempt to replace it with a similar item, only upon written request by the Customer and accepted by the Company.

4. Payment

4.1. All invoices are payable in Euros, in cash, within eight calendar days of the invoice date, unless otherwise agreed.

4.2. Disputes relating to invoices must be made in writing within 8 days of receipt of the invoice (date of postmark), to the Company's registered office, under penalty of inadmissibility.

4.3. Any delay of payment granted shall entail a clause of forfeiture of the term and a single installment of failure to pay shall render the balance due immediately.

4.4. In the event of failure to make a payment on the due date, the Company reserves the right to suspend the services in progress without notice or compensation and without prejudice to any rights, as well as to demand payment of all sums due by right and without formalities.

4.5. No compensation can be made between reciprocal claims unless accepted in writing by the Company.

5. Late payment - Penalty clause

5.1. Any invoice not paid on its due date shall automatically and without formal notice bear:

(1) an annual interest corresponding to the interest rate applicable to the collection of commercial debts, increased by 3%, until full payment;

(2) as well as a fixed compensation of 10% of the amounts due, with a minimum of 250 €.

5.2. The second payment reminder is charged at €75.

5.3. A formal notice is charged 150€.

5.4. If the payment does not refer to the Company's structured communication, the Company is free to charge it against the open amounts, instead of this interest.

5.5. The Client shall bear the costs of any and all legal proceedings and judicial collection in the broadest sense.

6. Right of withdrawal

6.1. If the Client is a consumer and the contract is concluded away from the Company's premises, the Client has a right of withdrawal of fourteen (14) days, in accordance with Article VI. 47 of the Code of Economic Law, starting from the day following either the delivery of the Goods or the conclusion of the service contract.

6.2. In this case, no performance may be made during this period.

6.3. If the consumer wishes the services to begin before the expiry of this period, he shall expressly request this in writing to the Company by e-mail at: help@gespodo.com

6.4. If the consumer decides to finally make use of his right of withdrawal after having expressly waived it and after the services have been started, he shall be liable to pay compensation in proportion to what has been supplied by the Company up to the moment when the Company was informed of the use of the said right of withdrawal.

6.5. In accordance with Article VI. 51 of the Code of Economic Law, the amount of the compensation provided for in point 6.4. shall be calculated on the basis of the contractual price and shall in this case be equivalent to 20% of the total amount including VAT of the order, including the cost of deliveries already made.

6.6. In order to exercise his right of withdrawal, the consumer shall make an unambiguous

statement of his decision to withdraw from the contract with the Company, by e-mail to the address: help@gespodo.com

6.7. During the withdrawal period, the Customer is responsible for any loss of value of the Goods due to handling beyond what is necessary to ascertain their characteristics and proper functioning.

6.8. If the Customer makes use of his right of withdrawal, he must:

— return the Goods received as soon as possible and at the latest within 14 days after informing the Company of his/her decision to cancel the purchase;

— pay the cost of returning the Goods.

6.9. If the customer exercises the right of withdrawal, the Company will refund any payments received, including delivery costs, within 14 days of receipt of the returned Goods.

6.10. The customer may not invoke the right of withdrawal in respect of:

— the order of Goods made to measure, such as the order of orthopaedic insoles made to measure by the Company,

— the order of sealed Goods if the Client has unsealed them after their delivery (e.g. cosmetics, essential oils, glue, etc.);

— the order of Goods which, after their delivery, are mixed with other Goods without being able to be dissociated from them (e.g. sale of the software combined with the sale of the hardware).

7. Cancellation

7.1. Any cancellation of an order must be made in writing within 48 hours of the order, after which time the order can no longer be cancelled.

7.2. In the event of unilateral cancellation of the contract by the Client, the latter shall be liable, by operation of law and without prior formal notice, for a global fixed compensation comprising points (a.), (b.) and (c.) below: (a.) 100% of the amount inclusive of VAT of the products in the order that have been made to measure in accordance with the Client's own characteristics, (b.) 20% of the amount inclusive of VAT of the "standard" products of the order that are not custom-made, (c.) the amount of all expenses incurred by the Company to fulfil the order, including the cost of deliveries already made.

7.3. Except in cases of force majeure, in the event that the Company remains in default of any obligation under the Agreement causing prejudice to the Client acting for non-business purposes, the Company shall, after receipt of a formal notice which has not been acted upon for fifteen days, owe the consumer Client compensation equal to 20% of the total amount of the order.

8. Delivery times

8.1. Delivery times are given as an indication only.

8.2. In the event that the delivery deadlines are not met, the Customer may not validly cancel the contract, request its termination or claim any damages for this reason.

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8.3. In cases where deliveries have had to be interrupted or postponed due to the fault of Clients or third-party suppliers and subcontractors, the Company cannot be held responsible; deliveries will only be resumed after complete regularisation and in any event according to availability at that time.

8.4. In the event that the Company finds it impossible to execute the order or the accepted service or to execute it within the allotted time, either for reasons beyond its control or for reasons of force majeure, The Company may, by simple notification to the Client, extend the delivery time, suspend its execution or terminate the contract, without being liable for any compensation for damages.

9. Delivery

9.1. Unless otherwise agreed between the Client and the Company, deliveries shall be made to the ground floor and to places accessible by truck.

9.2. The Goods delivered shall travel at the Client's risk and peril, except in the event of fraud or gross negligence on the part of the Company or its employees, even if the transport costs are borne by the Company.

9.3. At the time of delivery, it is the Client's responsibility to check the Goods ordered and to take all necessary measures to ensure that they are in good condition and to avoid any damage and risks of theft.

9.4. In order to be valid, all claims must be made in writing directly upon delivery, on the delivery note or on the delivery note and confirmed within two working days following delivery by registered mail to the post office; in the absence of a delivery note, claims must be made by registered mail within two working days following delivery.

9.5. In the event of an apparent defect or non-conformity of the Goods delivered, duly verified and accepted by the Company, the Client may, at the Company's discretion, obtain a free replacement or reimbursement of the defective or non-conforming Goods only after the Company has received the Goods returned by the Client, to the exclusion of any compensation; the cost of returning the Goods shall be borne by the Company, upon presentation of proof by the Client.

9.6. Unless the Client explicitly contests the delivery by registered letter within two working days following the delivery, the latter is deemed to have been carried out in accordance with the Client's order and according to the rules of the trade.

10. Execution of orders

10.1. The Client's attention is particularly drawn to the fact that the Company cannot provide any guarantee for differences in colour, appearance and texture that may exist between the exhibition goods and the delivered Goods and that may also appear during any additional order.

10.2. The Company accepts no responsibility for any stains, discolouration or transit wear on the Goods.

10.3. The Company accepts no responsibility for any defects not expressly reported by the Client on the carrier's delivery note in accordance with clause 9.4. of these terms and conditions.

11. Retention of title clause

11.1. The Company retains its right of ownership of the rented equipment.

11.2. The Company retains ownership of the Goods sold or leased until full payment of the price and its accessories (any costs, interest and penalties).

11.3. As a consequence of points 11.1 and 11.2, the Client is prohibited from selling, transferring, pledging and generally alienating the Goods that are the subject of a rental contract, a sale contract or a hire-purchase contract before the account has been fully settled.

11.4. As a consequence of points 11.1 and 11.2, the Company reserves the right, in the event of non-payment by the Client of: (a) either three consecutive months' rent, or (b) more than 50% of the price and its accessories for 60 calendar days following the due date of the invoice, or (c) a single instalment of the payment plan granted, for 45 days following this date, if the amount already paid is less than 50% of the price and its accessories, to:

— unilaterally terminate the contract to the exclusive detriment of the Client, by registered letter and without formal notice, and,

— give the Client notice to return the rented/sold/hire-purchased Goods to the Company's registered office, at its own expense and without delay, at the latest within 14 days of notification of the termination of the contract, without being liable to the Client for any compensation or for a sum equivalent to the sum already paid by the Client.

11.5. As a consequence of points 11.1 and 11.2, the Client hereby undertakes, on pain of being liable to pay compensation of €200 per day of delay, to:

— return to the Company's registered office, at its own expense and without delay, at the latest within 14 calendar days following notification of the Company's termination of the contract, the rented/sold/leased Property(ies), in the event that the Client defaults on the payment of: (a.) either three consecutive months' rent, or (b.) more than 50% of the full price and its accessories for 60 calendar days following the due date of the invoice, or (c.) a single instalment of the payment plan granted for 45 days following this date if the amount already paid is less than 50% of the price and its accessories, and,

— waive the right to claim from the Company any indemnity or amount equivalent to the sum already paid.

11.6. The Client is solely responsible for the loss, even by fortuitous event or force majeure, of the equipment sold.

11.7. The Client undertakes to inform the Company of any seizure by a third party of the equipment sold for which the price has not been paid in full.

11.8. The client undertakes to inform the Company immediately in the event that the delivered and unpaid equipment, even partially, is located in premises rented by the client.

11.9. The Client undertakes not to alter, remove or deform the signs, marks, numbers or other means of identification of the equipment, parts and/or services.

12. Guarantees of the Rented Property - Liability

12.1. The guarantees of the equipment supplied by the Company under a contract of the rental of Goods are limited to those given by its suppliers.

12.2. In the event of misuse, error in handling, lack of maintenance or dropping of the rented Goods, the Client may in no case hold the Company responsible for its defectiveness and the guarantee for the Goods supplied does not apply.

12.3. The Goods are rented exclusively in their current condition, without any guarantee as to quality, capacity, expected life span, etc., and for which the Client acknowledges that he/she is aware of and accepts the functionalities existing at that time.

12.4. The Customer shall use the Goods in a reasonable manner and in accordance with their intended purpose.

12.5. At the end of the rental agreement, the Client is obliged to return the Good(s) to the Company as soon as possible, and at the latest within 14 days of the end of the agreement, in the same condition as when it was received.

13. Warranty for hidden defects in the Goods sold

13.1. All Goods are guaranteed against hidden defects for the legal period from the date of final acceptance.

13.2. Complaints will only be taken into consideration if they are notified by registered letter within eight days of the discovery of the defect and at the latest within 30 days of the receipt/delivery of the Goods.

13.3. If the Company considers that it is responsible for the defect, it has the choice of either replacing or repairing the defective Goods and, in this case, the Client is obliged to allow the time necessary to remedy the defect.

13.4. If the Company is unable to replace or repair the Goods within a reasonable period of time, it shall notify the Customer in writing and shall only be liable to pay compensation limited to the price paid by the Customer for the defective Goods, to the exclusion of any other compensation, and only after the Company has taken proper receipt of the Goods returned by the Customer; the cost of returning the Goods shall be borne by the Company, upon presentation of proof by the Client.

13.5. If the Company considers that it is not responsible for the defect complained of, it will inform the Client in writing.

13.6. The guarantee cannot be invoked if the Client has made improper use of the Goods delivered, has unilaterally modified them or has involved a third party.

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14. Intellectual property

14.1. The creations (applications, tools, programming, codes, algorithms, descriptions, documentation, computer media, analyses, logos, software, office automation tools, or any other computer development of any kind, training, training materials, etc.) of the Company and made available to the Client by the Company in the context of the contract(s), in any form whatsoever, are protected by legislation on intellectual property and remain its full and complete property, unless expressly provided otherwise

14.2. In particular, the Company is the owner of the intellectual property rights on the machining file generated by the mobile 3D scanning application.

14.3. The Company is the sole owner of all intellectual property rights relating to the textual, structural, graphic, sound, videographic, software or other elements, as well as the databases that make up its websites, mobile applications, commercial supports and any other document of any nature whatsoever.

14.4. In compliance with the legislation in force on the protection of personal data, all data encoded in the mobile application, its websites and/or generated by the 3D scanning software become the exclusive property of the Company; in particular, the Company reserves the right to use this data for the purposes of improving its products and services, algorithmic developments, the development of new products and services and/or for promotional purposes.

14.5. The Company's creations may only be used by the Client within the framework of the agreements that have been concluded synallagmatically, unless expressly authorised otherwise.

14.6. The Client is prohibited from reproducing, directly or indirectly, in whole or in part, adapting or modifying, marketing or distributing to members of its staff or to third parties the computer media, writings or other resources made available, without the prior written consent of the Company.

14.7. The Company declares that it is the owner of the intellectual property rights relating to the Goods and Services marketed and made available to the Client or that it has obtained a right of regular use from the third-party owner.

15. Software

15.1. The Company grants the Client, for the duration of the agreement, a sub-licence which gives the Client the right to use the software, it being understood that the sub-licence in question is non-exclusive and non-transferable, without however granting the Client the right to copy, modify or make the software in question available to third parties, except in the case of a special licence agreement.

15.2. The Customer undertakes to respect any intellectual property rights of third parties and hereby signifies his agreement with the licences and/or conditions to which the third parties in question subject the use of the software made available.

15.3. The Client shall at all times fully indemnify the Company against any action by third parties and shall be obliged to compensate the Company for any direct or indirect damage suffered as a result of non-compliance with the provisions of this article.

15.4. The Company reserves the right to adapt or modify the software at any time without notice to the Client and without the Client being entitled to claim any damages.

15.5. The Company does not undertake to develop, provide and/or deliver updates for the software(s); any updates or other modifications offered by the Company shall be available exclusively for a fee.

15.6. The delivery of software is considered to be a service that is either separate from or ancillary to the delivery of the hardware, as agreed between the Company and the Client.

16. Training

16.1. Applications for registration shall be made via the website, fax, telephone or e-mail before the start date of the course for which the Customer wishes to register.

16.2. Timetables vary depending on the course.

16.3. All requests for enrolment must be confirmed in writing by means of an order form from the Company.

16.4. The period of validity of any customised training proposal is 30 calendar days. After this date, the commercial proposal shall be considered null and void.

16.5. Training courses are held at the Company's premises, at the Client's premises or at other nearby venues.

16.6. For training courses held at the Client's premises, the trainer will adapt to the Client's schedule.

16.7. The Company defines in each of its training programmes the level required to follow the proposed training course; it is the Client's responsibility to assess its training needs and to check whether its level or that of its staff required to follow one of these courses corresponds to the level required for it.

16.8. The Company cannot be held responsible for the unsuitability of the training courses it offers to the Client's needs and/or the level of competence of the Client's staff.

16.9. The information provided by the Client when registering for one of the training courses is kept in the Company's files and may be used by the Company within the limits set by the legislation on the protection of personal data.

16.10. The Company reserves the right to cancel a course if the minimum number of participants is not reached, without the Client being entitled to claim any compensation.

16.11. Any cancellation or postponement of training by the Client must be notified in writing at least five working days before the training.

16.12. Failure to attend the course will result in the payment of the full amount due for the course.

16.13. The price of any training course started is due in full, regardless of the reason for interruption.

16.14. Course materials are invoiced separately, as are the trainer's travel expenses.

17. Confidentiality and protection of personal data

17.1. The Company undertakes, within the framework of the missions entrusted to it, to respect professional secrecy and to show dignity, probity and delicacy.

17.2. All personal data collected within the framework of the services covered by these general terms and conditions shall be processed in accordance with the law of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

17.3. These data are kept only for specific actions of the Company and are not, under any circumstances, transmitted to third parties for direct marketing purposes carried out by them.

17.4. The Client has the possibility:

— to access, free of charge, the data concerning him/her kept by the Company and to obtain rectification of any data that is incomplete, inaccurate or irrelevant

— to object, for serious and legitimate reasons, to the data stored being processed.

17.5. Any request concerning the above must be addressed either in writing to the Company's registered office or by e-mail to the following address: help@gespodo.com

17.6. The Company may disclose personal information to third parties at the request of any authority lawfully entitled to make such a request.

18. Duration, termination of the contract and cancellation

18.1. Unless otherwise agreed in writing, the contracts issued are concluded for one-off services and end when the parties have performed all their obligations.

18.2. At the end of the rental agreement, except for the hire purchase agreement, the Client is obliged to return the Goods to the Company as soon as possible, but no later than 14 days after the end of the agreement, in the same condition as they were at the time they were received.

18.3. Either party may terminate the contract:

— Immediately, without notice or compensation and without prior recourse to a court of law in the event of a serious breach of these terms and conditions, such as non-compliance with the respective obligations of the parties, non-payment on the part of the Client, professional misconduct (fraud or gross negligence) on the part of the Company.

— Immediately, without notice or compensation and without prior recourse to a court of law, in the event of force majeure which has prevented the execution of the contract for more than sixty (60) days.

18.4. In any event, the Company reserves the right, in the event of non-payment by the Client of: (a.) either three consecutive months' rent, (b.) or 50% of the price and its accessories for 60 calendar days following the due date of the invoice, (c.) or a single instalment of the payment plan granted, for 45 days following this

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date if the amount already paid is less than 50% of the price and its accessories, to:

— unilaterally terminate the contract to the exclusive detriment of the Client, by registered letter and without prior notice, and,

— give the Client notice to return the rented/sold/leased Goods to the Company's registered office, at its own expense and without delay, at the latest within 14 days of notification of the termination of the contract, without being liable to the Client for any compensation or for a sum equivalent to the amount already paid by the Client.

18.5. The Client undertakes, in the event of non-payment of: (a.) either three consecutive months' rent, (b.) or 50% of the full price and its accessories for 60 calendar days following the due date of the invoice, (c.) or of a single instalment of the payment plan granted, for 45 days following this date, and under penalty of being liable to pay compensation of €200 per day of delay, to:

— return to the Company, at its own expense and without delay, at the latest within 14 calendar days of the notification of the cancellation of the contract by the Company, all the Goods of the order, rented/sold/leased, and,

— waive the right to claim from the Company any compensation or amount equivalent to the sum already paid.

18.6. If the Client fails to return the Goods, the Company is entitled to take back or have taken back all the Goods in the order, without further formality and at the Client's expense.

18.7. In the case provided for in 18.5. and 18.6. the Goods must be returned to the Company's registered office in the condition in which they were delivered, unless the Client proves that the Company or its employees have caused the destruction or damage of the Goods through their fault.

18.8. In the event of termination without just cause by the Client and/or termination to the sole detriment of the Client, the parties agree that the loss suffered by the Company shall be equal to the sum of : (a.) 50% of the amount of the order if all the Goods were returned to the Company in the same condition as they were delivered, (b.) 75% of the amount of the order if the Goods were returned to the Company in a good condition that was not the same as the condition in which they were delivered, (c.) 100% of the amount of the order if the Goods were returned to the Company in a bad condition, either not claimed by the Company or not returned by the Client.

18.9. The foregoing provisions are without prejudice to any other rights of the Company and the right to claim actual damages.

18.10. In the event of termination of the contract to the sole detriment of the Company, the Parties agree that:

— the Client shall be refunded the full amount of the order only after the Company has received all the Goods of the order returned by the Client; the cost of returning the Goods shall be borne by the Company upon presentation of the proof by the Client, and,

— the Company may be liable to pay the Client compensation equal to a maximum of 50% of the total amount of the order if all the Goods of the order have been returned to the Company's registered office in the same condition as they were at the time they were received.

20. Preservation of rights

20.1. The fact that a party does not avail itself at a given time of one of the provisions of the contract or of these General Terms and Conditions of Sale shall not be interpreted as a waiver of the right to assert that provision at a later date.

20.2. The Company reserves the right to take legal action in the event of a breach of the contract or of these General Terms and Conditions, with a view to obtaining compensation for any damage suffered.

21. Invalidity of a provision

21.1 The nullity of one or more provisions of these General Terms and Conditions does not entail the nullity of the General Terms and Conditions as a whole.

21.2 In this case, the parties shall ensure that a new article of comparable spirit is substituted for the invalidated provision, so that the balance resulting from the invalidated provision is maintained.

22. Applicable law and disputes

22.1 Any dispute arising or to arise from the application or interpretation of these General Terms and Conditions or in any other way from the contractual relations between the Company and the Client shall fall under the exclusive jurisdiction of the French-speaking courts of Mons.

22.2 Only Belgian law shall apply.

22.3 The proceedings shall be conducted in French.

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