

Access-Ability – General Terms and Conditions of Sale and Services

Full English legal translation of the original French document: « **Conditions générales de vente et de prestations aux professionnels** » – **DOC43, Version V1.29.10.25**

1. General Provisions

1.1 Scope: These terms apply to all sales of products and the provision of services by Access-Ability to professional buyers and consumers. Access-Ability is a company registered in France under number 525 206 264 with the Amiens Trade and Companies Register (RCS), EU VAT FR80525206264, with its registered office at 10 Bis Rue du 11 Novembre, 80270 Airaines, France.

1.2 Purpose: These conditions govern contracts for the sale of goods and/or the provision of services between Access-Ability and buyers (professionals and consumers) acting within the scope of their activities.

1.3 Acceptance: Any order implies full and unconditional acceptance of these terms by the buyer. These terms prevail over any conflicting purchasing conditions unless expressly agreed otherwise in writing by Access-Ability.

1.4 Contractual provisions: Access-Ability may amend these terms at any time. The version in force at the time the order is placed shall apply. Any tolerance in the application of the terms shall not be interpreted as a waiver.

2. Compliance and Buyer's Responsibility

2.1 Product compliance: The buyer is responsible for ensuring product compliance with the regulatory requirements of the territory of sale and use. Access-Ability cannot be held liable for any non-compliance linked to local specific requirements.

2.2 Responsibility for the territory of sale: The buyer may not sell products outside the specified territory without Access-Ability's explicit authorization.

2.3 Non-alteration of products: The buyer must not modify the products, their packaging or labeling, and must comply with the storage instructions provided by Access-Ability.

2.4 Traceability: The buyer must ensure traceability of medical devices to the end user and maintain the required records for a minimum period of ten (10) years, in accordance with Regulation (EU) 2017/745.

2.5 Claims and incidents: The buyer must promptly report any claim or incident regarding the products. The buyer must inform Access-Ability of any serious incident relating to public health or a patient's health within the specific deadlines indicated below.

2.6 Obligations of the professional buyer acting as distributor of the restraint harness as a medical device: The buyer undertakes to inform all persons involved in the purchase and use of the product of the obligations listed below and to implement all means at its disposal to ensure compliance. In the event of a breach, the buyer (or its representative) shall be responsible for any infringement of statutory and regulatory provisions and their consequences.

Compliance: Except where expressly excluded in the regulation of its Territory, the Buyer is solely responsible for ensuring that the Product complies with the regulatory requirements of the Territory where it is intended to be used, for each order. Access-Ability ensures that the Product complies with the requirements of Regulation (EU) 2017/745 as amended by Regulation (EU) 2020/561 and with French market placement requirements for medical devices. Consequently, where any specific requirement of the Territory differs from requirements applicable in France, Access-Ability disclaims any responsibility for obligations incumbent on the manufacturer or supplier or for non-compliance of the Product with a territorial specific requirement, whether the Territory is within the European Union or elsewhere in the world (including import rules, authorizations, labeling, technical specifications, safety, lot traceability, data retention, incident reporting, product recall and any information to be transmitted to the competent authority).

Manufacturer obligations: The buyer shall assume the obligations incumbent on manufacturers/suppliers if it places the devices supplied by Access-Ability on the market in the Territory under its own name, trade name or brand, changes the intended purpose of the devices, or modifies the devices in a way that may affect compliance with applicable regulations.

Territory of sale and use: The Buyer is prohibited from engaging in active sales in any Territory other than the delivery address indicated on the order, unless expressly authorized in writing by Access-Ability for specifically named territories and under the Buyer's responsibility for market placement (notably with respect to product compliance and sales modalities).

No transformation after delivery: The Buyer agrees not to alter the Product, its packaging, or label after delivery and to comply with storage instructions to preserve the Product as delivered by Access-Ability.

Traceability records: The Buyer must keep records enabling traceability of medical devices delivered to the end user (product code and lot/batch number as shown on the product label and the delivery note; quantities delivered per lot; identification of the end user), and must keep these records for at least the device's lifetime and the applicable statutory retention period, or the longer of the two.

Incident reporting: The Buyer must diligently inform Access-Ability of user complaints or any party in the distribution chain without delay and by any means. In the event of an incident or risk of incident that has or could have affected the User's health, the Buyer must report to Access-Ability no later than: (i) within one (1) calendar day, any case of serious threat to public health; (ii) within five (5) calendar days, any case of death or unexpected serious deterioration of a patient's

health; (iii) within ten (10) calendar days, any serious incident as defined in Article 87(1)(a) of Regulation (EU) 2017/745.

Notifying authorities and recalls: Any incident or risk report to the competent vigilance authority concerning the Product must also be transmitted to Access-Ability's head office or by email to contact@access-ability.eu. The sender must ensure the information reaches Access-Ability's Vigilance Manager (Mr. Samuel Dumeige). The Buyer shall communicate to Access-Ability any data relating to quality, performance or safety of products sold by Access-Ability, even if no health risk resulted. The Buyer agrees to fully assist Access-Ability, without delay and upon first request, in carrying out a product recall or dissemination of information to Users of the Product purchased, as part of a corrective or preventive action.

If the Buyer is a distributor, it undertakes to translate the necessary documents into the official language(s) of Users, where applicable, and to implement corrective or preventive actions in its Territory without delay and at its own cost using its personnel and technical means.

Any "Customer Complaint"—that is, any allegation reported in writing (including electronically) or orally of a deficiency, coming from a Buyer and/or a User, relating to the identity, quality, durability, safety or performance of a Product manufactured by Access-Ability and placed on a market or with a Product User by the Client—must be reported to Access-Ability without delay and by any means after becoming aware of it, including references of the invoice (date and number), delivery note (date and number), product identification and lot number, and the quantity of the same lot in stock on the day of the complaint.

3. Product Recall and Information Dissemination

3.1 Product recall: The buyer must assist Access-Ability in organizing product recalls or disseminating information in relation to any incident affecting product safety or quality, even if the incident does not constitute an immediate risk to health.

3.2 Distributor actions: The distributor must translate the necessary documents for these corrective actions into the language of users and ensure implementation in its territory at its own expense.

3.3 Customer claims: Any claim regarding quality, safety or performance must be promptly reported to Access-Ability with details of the order, product and batch number.

4. Products and Associated Services

4.1 Access-Ability's main activities: (i) sale of equipment for converting vehicles for persons with reduced mobility, in France and abroad; (ii) vehicle conversion for persons with reduced mobility exclusively in France at Access-Ability's workshop, 10 Bis Rue du 11 Novembre, 80270 Airaines.

4.2 Pre-contractual information: Before ordering, the customer may consult the essential characteristics of products and services through pre-contractual information provided by Access-Ability, including the website <https://access-ability.eu/> or any other commercial documentation.

5. Orders

5.1 Placing orders: An order is validated by (i) signing a purchase order or quotation referring to Access-Ability's price offer (valid for two months), and (ii) written acknowledgment of receipt by Access-Ability accepting the order.

5.2 Order modification: Once the quotation is signed, the order is firm. Any change requested by the customer must be accepted by Access-Ability. Deposits paid are non-refundable. Indemnities may be due to cover costs generated by the change.

5.3 Right to refuse orders: Access-Ability reserves the right to refuse any order for technical, regulatory, safety or homologation reasons, or in the case of excessive quantities.

5.4 Withdrawal period (consumers): In accordance with the French Consumer Code, the customer has a 14-day withdrawal period from receipt of the goods to exercise the right of withdrawal without giving reasons and without penalty. Returns must be made in their original condition and complete (packaging, accessories, instructions) so that the products can be remarketed as new. Damage during return may defeat the right of withdrawal or give rise to additional costs. In case of withdrawal, Access-Ability will refund the sums paid by bank transfer within 14 days of notification of the request, subject to receipt of SWIFT and IBAN codes. Only the price of the product(s) purchased and shipping costs will be refunded; return costs remain the responsibility of the customer.

5.5 Custom products, bespoke work and specific installations: Pursuant to Article L221-28 of the French Consumer Code, the right of withdrawal does not apply to contracts for the supply of goods made to the consumer's specifications or clearly customized. This includes, without limitation, products and equipment (i) manufactured, adjusted or configured for a particular vehicle; (ii) installed or integrated by Access-Ability on the customer's vehicle; (iii) requiring technical, structural or electrical adaptation specific to that vehicle; or (iv) any product that has undergone a definitive installation or customized intervention by our teams. Consequently, any custom product or standard product that has been installed or specifically adapted cannot be exchanged, refunded or taken back, except in the event of proven non-conformity under the legal warranty. The customer expressly acknowledges and accepts that, from the time the product is installed on their vehicle, it becomes inseparable from its support and can no longer be returned, even partially. Access-Ability also reserves the right to refuse any return request for products that have been used, installed, or show signs of intervention, modification or disassembly.

6. Prices, Payment Terms, VAT

6.1 Sale price: Prices applicable are those in force at the time of the order. In the event of an increase in costs (over 3% since the offer), Access-Ability may revise its prices, informing the customer before the order. Prices are in euros (€). Shipping costs are stated separately.

6.2 Payment terms: Unless otherwise agreed: 30% deposit upon order; 70% balance upon delivery of products/services. Payments may be made by check or bank transfer. For international orders, the buyer is responsible for customs duties and local taxes.

6.3 Due dates and conditions: Payment is due on the due date specified on the invoice. If the buyer is in arrears or if doubts arise as to solvency, Access-Ability may require advance payment or guarantees.

6.4 Late payment and penalties: In the event of late payment: (i) late interest at the REFI rate + 10 percentage points; (ii) a fixed recovery fee of €40; (iii) suspension of current orders; (iv) reduction or cancellation of discounts; (v) a penalty clause of 50% of the pre-tax order amount. Access-Ability may retain products until full payment and request reimbursement of storage costs.

6.5 No suspension of the customer's obligations: Non-payment does not suspend the customer's obligations or the buyer's rights to claim damages if applicable.

6.6 Applicable VAT: 5.5% VAT applies to products and equipment intended to compensate for an individual disability, provided such products are listed by the State; 20% VAT applies in all other cases.

7. Retention of Title

Ownership: Products remain the property of Access-Ability until full payment of the price including accessories.

Transfer of risk: Risk transfers to the buyer when products are taken in charge, i.e., when the goods leave the factory or store.

Customer obligations: The customer must keep products in good condition and distinguish them from other goods on its premises. Products may not be resold or transformed without prior consent of Access-Ability. In case of resale, Access-Ability may claim the receivable directly from the final customer.

Re-possession: In the event of non-payment, Access-Ability may take back the products after formal notice and seek compensation for damages. Products in stock at the customer's premises are presumed to be those unpaid.

Deposits and indemnity: Any deposit paid by the buyer remains acquired by Access-Ability in the event of product repossession.

8. Delivery Terms and Deadlines

8.1 Deadlines: Delivery times are indicative and not guaranteed. A delay shall not incur liability for Access-Ability, except in the case of a delay of more than three weeks attributable to Access-Ability. If the delay exceeds three weeks and is not due to force majeure or the customer's fault, the buyer may request termination of the sale after a formal notice remains without effect for 30 days; the deposit will then be refunded. Delivery will not be made if the customer has failed to meet obligations such as paying deposits or providing necessary documents.

8.2 Storage fee: The customer must take delivery within 30 days of availability. Failing this, a storage fee of €100 (excl. VAT) per day shall be due. Delivery to a different address may be made subject to Access-Ability's prior agreement and additional delivery charges. If the customer chooses a different delivery arrangement, products travel at the customer's risk. In case of

damage, loss or delay, the customer must take action against the carrier. Risk transfers to the customer upon availability.

8.3 Delivery inspection: Upon delivery, the customer must check product conformity (references, quantities, quality) and report any non-conformity or damage within three (3) days by registered letter with acknowledgement of receipt to Access-Ability, in accordance with Article L133-3 of the French Commercial Code. Reservations must be clear and specified on the delivery receipt. Photographs of damages are recommended. In the absence of reservations within the allotted time, products are deemed accepted in good condition.

9. Warranty

9.1 Warranty against apparent and hidden defects: Access-Ability provides a contractual warranty of two (2) years covering hidden and apparent defects from the date of delivery. This includes products and parts (excluding consumables and accessories). Products conform to applicable technical standards and agreed specifications. Hidden defects cover defects in materials, design or manufacture rendering the product unfit for its intended use and not detectable prior to use. In case of defect or non-conformity, Access-Ability may choose to replace or repair the defective product. The customer must report any non-conformity or defect within one (1) year of delivery; after this period no claim may be made except for hidden defects. Specific conditions: (i) the warranty applies only to products that have become the Buyer's property; (ii) it covers only products manufactured by Access-Ability, used in accordance with specifications and recommendations; (iii) in custom conversions, Access-Ability's liability is strictly limited to the specifications defined in the order; (iv) for professionals of the same specialty, the warranty is limited to product conformity and the absence of apparent defects; (v) apparent defects must be reported at delivery as per Article 6.3. For services, Access-Ability guarantees compliance and proper performance without defects.

9.2 Implementation: To enforce the warranty, the Client must notify Access-Ability of claims and provide product information and a copy of the purchase invoice. The product or vehicle shall be sent to Access-Ability for assessment. No intervention shall be carried out without Access-Ability's prior consent. Access-Ability covers the costs of replacement or repair and associated fitting/removal costs. Indirect costs (towing, rental vehicles) are excluded. The warranty expires if the Client does not notify the defect within twenty (20) calendar days after discovery.

9.3 Exclusions: The warranty does not cover: (i) modifications or interventions without Access-Ability's prior consent; (ii) abnormal or non-compliant use; (iii) use of non-original or incompatible spare parts; (iv) normal wear; (v) deterioration due to abnormal operation or improper installation; (vi) exceeding maximum admissible loads or failure to follow mounting instructions; (vii) special adaptations or mounting performed by the Client unless under Access-Ability's supervision; (viii) late notification (more than 20 days).

10. Liability

10.1 Scope: Access-Ability's liability is limited to direct material damage caused by faults attributable to the company in performing its contractual obligations.

10.2 Exclusion of liability: Access-Ability shall not be liable for non-performance due to the Client's breach or force majeure. Access-Ability is not liable for immaterial or indirect damage such as loss of profit, brand image harm or loss of clientele. Liability is also time-limited to twenty (20) days after the occurrence of the event causing the damage and financially limited to the total pre-tax amount paid for the relevant service or product.

10.3 Penalty clause: In the event of non-performance by the Client, a penalty of fifty percent (50%) of the pre-tax order amount shall be due, without prejudice to Access-Ability's right to claim compensation for actual loss.

10.4 Termination clause: In case of the Client's breach, Access-Ability may terminate the order as of right after sending a registered letter with acknowledgement of receipt, without judicial proceedings.

11. Hardship (Imprévision)

Renegotiation in the event of unforeseeable circumstances rendering performance excessively onerous: either party may request renegotiation.

Mandatory prior conciliation: the parties must attempt to reach an agreement before initiating legal action.

Failure of renegotiation: if renegotiation fails, the parties may ask the court to terminate or adapt the contract.

Time limits and procedure: a 15-day period to reach an agreement and the option to refer the matter to the court after seven (7) days if no solution is found.

12. Confidentiality

Non-disclosure: The parties undertake not to disclose information obtained in the context of the contract, except where legally required.

Duration: The confidentiality obligation continues after termination of the contract, for as long as the information has not entered the public domain.

13. Force Majeure

Suspension: Access-Ability's obligations are suspended in the event of force majeure.

Examples: including but not limited to severe weather, strikes, epidemics, natural disasters, etc.

Notice and impact: Access-Ability must inform the customer within ten (10) days; the parties shall confer within one (1) month.

Termination after four (4) months: the customer may terminate the contract if the suspension lasts more than four months.

14. Personal Data

14.1 Collection: Personal data collected by Access-Ability via quotations (surname, first name, date of birth, address, telephone, email, etc.) are recorded in its customer file and used mainly

to manage customer relations, process orders and applicable warranties, prevent unpaid debts and for marketing offers.

14.2 Retention: Personal data are kept for as long as necessary for order processing and debt management, unless (i) a longer period is authorized or required by law/regulation; or (ii) the Customer has exercised a right recognized by law.

14.3 Access: Access to personal data is strictly limited to Access-Ability employees and agents authorized to process them by reason of their functions. Information may be communicated to third parties under contract to carry out subcontracted tasks necessary for order management, without the Customer's prior authorization. Such third parties have limited access and a contractual obligation to use the data in compliance with applicable data protection law. Outside these cases, Access-Ability undertakes not to sell, rent, transfer or give access to third parties without the Customer's prior consent, unless justified by a legitimate reason (legal obligation, fraud prevention, exercise of rights of defence, etc.).

14.4 Customer rights (GDPR): In accordance with applicable law, in particular French Law No. 78-17 of 6 January 1978 as amended and Regulation (EU) 2016/679 of 27 April 2016 (GDPR), the Buyer has several rights over their data: right of access (Art. 15 GDPR), rectification (Art. 16), erasure (Art. 17), objection (Art. 21) and withdrawal of consent (Art. 13-2c), restriction (Art. 18), portability (Art. 20), and the right to define directives concerning the fate of data after death. In the absence of directives and after a certain period of inactivity, Access-Ability deletes the data. Heirs may exercise rights after death. The Buyer may lodge a complaint with the CNIL (Art. 77 GDPR). To exercise rights (subject to valid ID), contact Mr. Samuel Dumeige, 10 Bis Rue du 11 Novembre, 80270 Airaines, +33 3 22 25 58 65, contact@access-ability.eu. To unsubscribe from promotional messages, use the unsubscribe links or contact Access-Ability as above.

15. Territoriality

Compliance with French regulations: Products comply with French regulations; the buyer is responsible for verifying compliance in other territories.

Export responsibility: Access-Ability is not responsible if a product cannot be approved or registered outside France, Luxembourg or Belgium.

16. Governing Law, Mediation and Dispute Resolution

16.1 Governing law: The sales contract is governed by French law. In the event of translation, the French version shall prevail in case of dispute.

16.2 Prior mediation: In case of dispute, the buyer must first contact Access-Ability's Customer Service to attempt an amicable resolution. Claims must be sent by registered letter with acknowledgement of receipt to Access-Ability's address.

16.3 Jurisdiction: Failing amicable agreement, the Judicial Court of Amiens shall have jurisdiction over any dispute relating to the application, validity, interpretation or performance of these terms, regardless of the place of order, delivery, payment or method of payment.



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16.35 Legal costs: In case of litigation or debt collection, summons, court, lawyer, bailiff and related costs are borne by the defaulting customer, particularly where the customer fails to comply with payment or delivery conditions.

Note: This English version is provided for convenience and translation accuracy. In the event of any discrepancy with the original French version (DOC43 – V1.29.10.25), the French version shall prevail. References to French legal provisions (e.g., Article L221-28 of the French Consumer Code) are maintained intentionally.