

LABORATOIRES FILL-MED UK LIMITED – GENERAL CONDITIONS OF SALE

PREAMBLE:

LABORATOIRES FILL-MED UK LIMITED (no.15184013) (hereinafter "FILL-MED") distributes class III injectable medical devices for aesthetic purposes, and high-tech professional cosmetic products from the SKIN PERFUSION, designed for medical devices to be (i) used by authorised professionals or (ii) resold to these same healthcare professionals authorised by companies authorised by FILL-MED, and (iii) for cosmetic products to be used or distributed to consumers, particularly by spas and beauty institutes with qualified staff, specially trained in cosmetic care practices and use of said products.

These General Conditions of Sale (hereinafter the "**GCS**") shall apply to the injectable medical devices and cosmetic products of the SKIN PERFUSION range sold by FILL-MED (hereinafter the "**Products**") in the United Kingdom to all the customers defined hereinabove (hereinafter the "**Customer(s)**") under names and trademarks/brands owned by and/or licenced to it.

It is specified that a distinction will be made between (i) professional Customers authorised to use injectable medical devices, authorised to purchase all the Products, and (ii) beauty and spa Customers authorised to purchase only professional cosmetic Products from the SKIN PERFUSION range.

The fact that FILL-MED does not avail itself of one or more of the provisions of these GCS shall under no circumstances be construed as a waiver on its part of subsequently availing itself of said provisions.

Any order for Products shall imply the Customer's full and unreserved acceptance of the GCS, as well as the Customer's waiver of its purchasing conditions, which are superseded by these GCS.

These GCS shall repeal and replace all previous terms and conditions and may be amended by FILL-MED subject to giving one (1) months' notice.

1. PRODUCTS & REFERENCING

1.1 The list of Products marketed as well as the information in FILL-MED's catalogues are provided for information purposes only, and may be amended by FILL-MED.

1.2 FILL-MED shall notify the Customer of any new Product launch in order to facilitate, where appropriate, the prompt installation at the point of sale and marketing of the said Products after launch.

FILL-MED reserves the right to discontinue the marketing of a Product or a range of Products. FILL-MED shall notify the Customer of any discontinuation of marketing within reasonable timelines.

1.3 Under the commercial partnership established between the Customer and FILL-MED to develop sales of the Products, the Customer agrees to permanently reference the Products in the minimum quantities agreed for the current year, if applicable.

1.4 Products with an expiry date (including minimum shelf life date) that has elapsed may not be used/sold/resold.

2. RESPONSIBILITY

2.1 FILL-MED agrees to sell to the Customer Products that comply with the applicable regulations of the United Kingdom at the time of delivery to the territory.

2.2 FILL-MED shall endeavour to deliver Products manufactured in accordance with Good Manufacturing Practices (GMP).

2.3 Should FILL-MED fail to comply with its obligations, thereby making the product unfit for consumption or likely to harm the health of persons, FILL-MED agrees to bear liability for the direct and specific loss actually incurred by the Customer. In this

respect, the Customer shall promptly provide it with (i) the batch numbers of the affected Products, (ii) the packaging materials (iii) the subject and specific nature of the complaint, (iv) an accurate description of the damage suffered should the Product be used.

2.4 FILL-MED's liability shall be solely limited to replacing non-conforming and/or defective Products. This liability shall be excluded in case of force majeure or a similar event, faulty use, negligence or improper storage of the Products. This cover shall exclude any other compensation and cannot be extended to immaterial damage. Accordingly, no commitment is made regarding loss suffered by the Customer specifically due to the lack or discontinuation of Products or loss of profit.

Samples provided to consumers upon request (Cosmetics only) shall have no contractual effect.

2.5 The Customer also agrees to comply with the UK cosmetics regulations included in Annex 34 of the Statutory Instrument (SI) Product Safety and Metrology EU Exit Regulations 2019 no. 696, particularly to check the labelling of the Products and ensure that the storage and transport conditions of the Products do not compromise their quality or conformity.

2.6 The Customer agrees to promptly notify FILL-MED in the event of a change in its delivery and/or invoicing information.

3. ORDERS

3.1 Any order sent to FILL-MED shall imply the express and unreserved acceptance by the Customer of the GCS, which shall override any provisions to the contrary in any document issued by the Customer and not previously accepted in writing by FILL-MED.

3.2 Orders may be placed by any written means and shall only be firm after their acceptance by FILL-MED.

The order document shall specify the references of Products ordered, quantities of each Product, the customer reference, as well as the delivery address and billing address if they differ.

Orders placed by the Customer must be free of errors and sufficiently accurate, as conformity of such orders shall be a prerequisite for FILL-MED to meet delivery deadlines.

All orders shall be binding and cannot be revised by the Customer. Fulfilment of the order shall signify acceptance of same by FILL-MED.

3.3 FILL-MED reserves the right to decline all or part of an order that is abnormal in terms of quantities, as well as in the event of a shortage of Products. FILL-MED shall notify the Customer concerned within 3 (three) working days of receipt of the order in question. Declined orders shall not give rise to any compensation or damages of any kind whatsoever.

4. CODING-PACKAGING-SHIPPING

4.1 Products delivered to the Customer shall have a packaging on which a single barcode is printed with only the GTIN code EAN 13 appearing on the latter.

4.2 The Products shall be packaged in cartons. The cartons shall be placed on pallets for shipment as soon as their number justifies it for optimal preservation of the Products.

4.3 Any shipment shall be accompanied by a shipping manifest issued by FILL-MED or its service provider, containing all the information (order references, nature and quantities of Products, expiry date, shipping method, detailed packaging per parcel and pallet).

4.4 The shipping manifest(s) shall accompany the parcels and be affixed under a plastic bag on the outside of each parcel or pallet.

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4.5 FILL-MED reserves the right to choose the mode of transport and the place of departure of the Products ordered.

4.6 Goods shall be transported by courier unless special transport conditions are agreed between FILL-MED and the Customer.

5. DELIVERY/RECEIPT

5.1 Unless expressly provided otherwise, Products shall be delivered to the delivery address provided by the Customer when placing the order. For professional Customers, Products shall be delivered to the business address notified to the competent authority.

5.2 Goods shall be delivered free of charge for any order of at least 500 GBP (five hundred GBP). For any order of less than 500 GBP (per delivery point and for the same date), the shipping costs will be charged to the Customer.

5.3 The delivery times indicated by the Customer shall be given for information purposes only and only start from the day on which FILL-MED receives all the information necessary to fulfil the order. In the event of temporary unavailability of the Product after the order has been placed, FILL-MED shall decide whether it is feasible to ship the remainder later based on the number of units of the Product not delivered to the Customer. In the event of infeasibility, the order shall be invoiced and paid in proportion to the number of units of the Product delivered to the Customer. In all cases, the initial delivery note shall clearly indicate the temporary unavailability of the Product concerned.

5.4 FILL-MED shall not be held responsible for delayed delivery attributable to the carrier.

5.5 Exceeding delivery deadlines may therefore not give rise to damages, retention and/or cancellation of current orders.

5.6 As the risks shall be transferred when the Products leave the premises of the FILL-MED logistics service provider, the Products shall travel at the risk of the Customer, who shall be responsible for taking possession of them and carefully checking the condition of the packages upon receipt. From the arrival of the carrier at the delivery location, the Customer agrees to receive the Products ordered within no more than 1 (one) hour.

5.7 In the event of a lack of or damage to the Products delivered or in the event of non-compliance with the order, the receiving Customer must express any reservations in the presence of the driver on the duly dated and signed delivery note, with confirmation to the carrier by registered letter under 3 (three) working days from delivery and send a copy of same, together with the delivery slip concerned, by registered letter with acknowledgement of receipt to FILL-MED (or its logistics service provider) within 5 (five) days of receipt of the goods, under penalty of the claim against FILL-MED being time-barred.

6. PENALTIES

Penalties exceptionally accepted by FILL-MED shall be defined as follows:

6.1 The penalties shall be exclusive of any other penalty or compensation that may be claimed from it by the Customer.

6.2 Payment by FILL-MED of the penalties shall deprive the Customer of the right to terminate this agreement and/or to hold FILL-MED liable on such grounds.

6.3 Supporting documents to substantiate the claimed penalties must be provided before any request for payment.

6.5 Entitlement to any penalties shall be subject to the Customer sending anticipated orders at least eight (8) weeks before commencement of the orders in question.

6.6 FILL-MED shall not be penalised for incidents beyond its control (particularly in the event of the Customer's refusal to receive the delivery, or incorrect orders) or caused by force majeure or similar events.

6.7 These penalties shall be applied, particularly in the event of an amount disproportionate to the damage actually incurred by the claiming party.

7. PRODUCT COMPLAINTS/RETURNS

7.1 In principle, FILL-MED shall not accept any returned Products or take back Products delivered. Any Product returned without FILL-MED's prior consent shall not be enforceable against FILL-MED.

7.2 Any complaint concerning defects in Products must be e-mailed to the FILL-MED Customer Service Department to the following address: quality@fillmed.com.

The claim must specify the invoice number, customer number, delivery address, product, batch number, IUD number and minimum durability date, if applicable, as well as the day of delivery and the damage/defects/non-conformities observed.

7.3 The existence of any qualitative or quantitative non-conformity of the Products delivered must be established jointly by the parties and expressly recognised by FILL-MED.

7.4 Any disputed Products must be retained by the Customer with a view to any joint inspection carried out by FILL-MED.

7.5 In the case of Product withdrawals from the market and/or batch recalls, the Customer agrees to follow the specific recommendations made on a case-by-case basis by FILL-MED.

8. PRICES – DISCOUNTS – YEAR-END DISCOUNTS

8.1 The price of the Products is set in GBP (£) excluding taxes based on the applicable rate on the day the order is registered by FILL-MED after applying any price rebates, as the case may be. Nevertheless, in the event of an abnormally high order compared with the volumes usually ordered, especially in the weeks prior to a price change or promotional operation, the Products will be charged at the price applicable at the time they are received.

8.2 Unless specifically agreed, FILL-MED reserves the right to increase its prices during the year, subject to complying with a notice period of one (1) month.

8.3 The taxes on the Products shall be payable by the Customer.

8.4 FILL-MED reserves the right to grant applicable discounts on the current price of the Products.

8.5 Discounts shall be applied to each invoice for each order.

8.6 If during a visit to the Customer's premises, FILL-MED finds that the commitments made have not been fulfilled, it reserves the right to immediately suspend application of the agreed discounts.

8.7 FILL-MED reserves the right to grant year-end discounts to some of its customers under conditions to be negotiated on a case-by-case basis.

The amount will be calculated as a percentage of the discounted net pre-tax turnover (including any taxes or royalties), invoiced and paid pursuant to the agreed payment terms.

Invoices not paid by the due date shall be excluded from the assessment base for year-end discounts.

No debit note or compensation of any kind shall be deducted from invoices due to FILL-MED without its written consent.

8.8 Payment of the year-end discount shall be backed by detailed proof of the reference turnover.

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8.9 Should Products be delisted by the Customer during the year, FILL-MED shall adjust the discount rate to the actual number of Products finally listed.

9. PAYMENT

8.10 Unless otherwise agreed in writing, payment of the Products by the Customer shall be made at the time of placing the order by an accepted credit or debit card.

9.1 Failure to pay on the agreed due date shall result in (i) exclusion of outstanding invoices from the assessment base for year-end discounts and, if applicable, the agreement on commercial cooperation or other services, (ii) application of a penalty, and (iii) payment of interest on the amount outstanding (calculated on the Bank Of England Base Interest Rate plus 8%)

Furthermore, all other amounts payable to FILL-MED by the Customer, even if not yet due, shall become immediately due and payable.

9.2 If the Customer owes several payments to FILL-MED, it is agreed that the payments shall be charged to the oldest debts.

9.3 FILL-MED reserves the right to determine the maximum amount of the outstanding credit granted for each of its customers, based on the financial information provided to it and the credit authorisations issued.

9.4 In the event of a downgrade in the Customer's credit, and in the absence of sufficient financial information, in the event of a risk of insolvency or in case of late or non-payment of an invoice on the due date, FILL-MED reserves the right to demand the following guarantees from the Customer (i) payment before dispatch of Products and (ii) revocation of payment facilities granted.

9.5 New FILL-MED Customers must present the documents required to open a customer account (registration certificate, bank details, etc.) for any request to open a customer account and, for healthcare professional Customers, prove their registration with the competent authority by providing the relevant supporting documents.

9.6 Any complaint over invoices must be notified to FILL-MED by e-mail within 10 days of receipt of the invoice.

9.7 Incomplete delivery of an order shall not be grounds for withholding payment for Products delivered. FILL-MED reserves the right to issue partial invoices as and when Products are supplied.

10. RETENTION OF TITLE

FILL-MED PRODUCTS SHALL BE SOLD WITH A CLAUSE EXPRESSLY SUBJECTING THE TRANSFER OF OWNERSHIP TO FULL PAYMENT OF THE PRINCIPAL AMOUNT AND ANCILLARY CHARGES. PAYMENT OF THE PRICE SHALL BE CONSIDERED EFFECTIVE UPON RECEIPT OF THE FUNDS.

Any retention of title exclusion clause introduced by the Customer in any of its documents, invoices or General Conditions of Purchase shall be deemed null and void.

The Customer shall ensure that it is always possible to identify the Products.

The Customer shall have the Products hereby covered insured against loss and damage and notify FILL-MED of any measures taken by third parties on the said Products.

In the event of non-payment, the Products shall be returned on the sole initiative of FILL-MED or its substitutes, at the Customer's expense.

In the event of partial payment, any payments already made shall be retained by FILL-MED as damages.

11. INTELLECTUAL PROPERTY

11.1 The Customer hereby acknowledges that all trademarks, models, drawings, formulas, formulation concepts, software, processes, know-how, developments, inventions and technologies provided to it (in whole or in part) for the fulfilment of the order and for the subsequent resale of the Products remain the exclusive property of FILL-MED.

11.2 Reproduction of these items on behalf of the Customer or a third party is strictly prohibited without prior written authorisation from FILL-MED after submission of a proof of concept by FILL-MED for the visuals of the Products, trademarks and/or logos.

12. CONFIDENTIALITY

Projects, documents and information of any kind provided by either Party may not be used by the other Party for any purpose other than the execution of the order. Before, during or after the fulfilment of the order, the Parties shall refrain from disclosing, communicating to any third party or using directly or indirectly, partially or totally, the information and data of any kind relating to the order and/or the terms and conditions of collaboration, contained therein or communicated by either Party or by a third party.

13. RESALE AND USE OF PRODUCTS

13.1 The Products ordered by the Customer and delivered to the Customer are intended for use under the conditions laid down in the preamble.

13.2 FILL-MED notifies the Customer that it has granted exclusive marketing of its Products to certain distributors abroad.

Consequently, the Customer who declares to be fully informed of the existence of exclusivities granted shall refrain from actively promoting and reselling the Products in these territories without the express prior written consent of FILL-MED.

13.3 For the sake of traceability of the Products, the Customer agrees to personally comply and ensure its own buyer equally complies with the legal and regulatory provisions applicable to the safety and traceability of the Products.

13.4 The Customer agrees to implement and guarantee effective traceability of the Products. If applicable, such traceability will facilitate the immediate organisation of any withdrawal or urgent recall of the Product(s), which may be required by FILL-MED and/or the regulatory authorities.

The Customer agrees to cooperate with FILL-MED to achieve an appropriate level of traceability.

The Customer agrees not to alter especially the containers, packaging, labels and/or packaging of the Products, not to remove the mandatory references designed to ensure compliance with traceability and/or consumer information.

13.5 FILL-MED reserves the right to audit the quality of the information retained by the Customer to ensure compliance by the Customer with its obligation to ensure effective traceability of the Products.

13.6 The Customer agrees to comply with all mandatory provisions applicable to cosmetic products, including to:

- Report all serious adverse reactions to FILL-MED and the competent authorities,
- Check that the labelling is compliant,
- Check that the language requirements are met,
- Check that the specified minimum shelf life, if any, has not been exceeded,
- In case of non-conforming product, not to sell the product and notify FILL-MED,

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- If the product presents a risk to human health, notify FILL-MED and the authorities,
- Observe the transport and storage conditions laid down by FILL-MED,
- Cooperate with FILL-MED and the authorities in the event of non-conforming cosmetic products to take the necessary corrective measures (withdrawal from market, recall, compliance).

13.7 The Customer agrees to comply with all mandatory provisions applicable to medical devices (MDs), including to:

- Check that the MD bears the CE marking and that the FILL-MED manufacturer has completed the EU declaration of conformity,
- Check that the FILL-MED manufacturer is identified and that the labelling is compliant,
- Check that there is a UDI,
- In the event of a non-compliant MD, do not use the product and notify the FILL-MED manufacturer and the authorities,
- Comply with the transport and storage conditions laid down by the FILL-MED manufacturer,
- Cooperate with the FILL-MED manufacturer and the authorities in the event of non-conforming MDs to take the necessary corrective measures (withdrawal from the market, recall, compliance),
- Forward complaints or incidents to the FILL-MED manufacturer,
- Maintain complaints register,
- Communicate all information available to them in the event of a request from the authorities,
- Provide free samples to authorities if required.

13.8 In order to ensure continuous improvement of the safety of use of the Products, the Customer must, within two (2) working days, report to FILL-MED (to the vigilance centre at vigilance@fillmed.com) any Adverse Side Effects (foreseen or unforeseen) experienced during normal use, Misuse and/or abuse of a Product, and reported by an end user, a Customer employee, a consumer and/or a doctor. The Customer must complete the vigilance report form submitted by FILL-MED.

13.9 For Serious Adverse Side Effects (meaning any Adverse Side Effect leading to functional disability, disability, hospitalisation, congenital abnormality, immediate life-threatening risk or death, temporarily or permanently), the information will be notified to FILL-MED (to the vigilance unit at vigilance@fillmed.com) within no more than two (2) working days following the occurrence or awareness of such an event also requiring the completion of the vigilance reporting form submitted by FILL-MED. This notification sent to FILL-MED shall allow the latter to check the recognised links between the Products and the Serious Adverse Effect, i.e. (i) check the existence of Adverse Effects and the conditions of use of the Product, (ii) determine the causal links between the Products and the Effects, (iii) determine the severity of the Adverse Events.

13.10 Online Resale – Any use of a website by the Customer for the promotion or sale of the Products must comply with the terms of online resale. Accordingly, prior to any online marketing of the Products, the Customer agrees to submit to FILL-MED in writing each online distribution method of the Products, as well as the related internet pages, to enable FILL-MED to check compliance with the online resale conditions. Selling MDs online shall be prohibited. The use of Marketplaces by the Customer shall be prohibited.

14. PERSONAL DATA PROTECTION

14.1 The Customer agrees to comply with and ensure compliance by its employees with the regulations applicable to personal data protection, in particular the Data protection Act 2018 and the Data Protection and Digital Information (No. 2) Bill

As data controller, FILL-MED shall process personal data for the management of its relationships with the Customer. The information collected shall be essential for this processing and is intended for the FILL-MED departments concerned and, where applicable, its service providers and/or subcontractors. They shall be retained for the duration of the business relationship and for ten years from the end of the business relationship. All individual data subjects shall have the right to access, rectify and delete their personal data collected, as well as the right to data portability, the right to be informed in the event of data piracy and the right to be informed about the use of such data, which rights may be exercised by sending an email to FILL-MED at the following address: info.uk@fillmed.com a copy of his/her identity document. Individual data subjects shall also have the right to lodge a complaint with the Information Commissioner's Office (ICO), on its website <https://ICO.org.uk/> or by post.

15. FORCE MAJEURE

FILL-MED shall not be held liable should the non-performance or delayed performance of one of its obligations be ascribable to a force majeure.

In this respect, force majeure shall be understood as an event whose occurrence is beyond the reasonable control of FILL-MED, such as natural phenomena, war, social conflicts, shortages of raw materials and energy, epidemics/pandemics accompanied by public health measures, transport delays, or similar events such as supply difficulties, accidental production stoppage, etc.

16. COMPETENT COURT – GOVERNING LAW

Orders sent to FILL-MED shall be exclusively governed by and construed in accordance with English law and these GCS.

Failing an amicable settlement of a dispute, the English courts shall have sole jurisdiction for any dispute between FILL-MED and the Customer.