

# GENERAL CONDITIONS OF SALE

In compliance with the Italian legislation, specifically with Art. 21 of Decreto Legislativo 24 February 1997 n. 46, and the "Guidelines of the Ministry of Health" issued on 17 February 2010, 28 March 2013 and 20 December 2017, we inform you that the information contained in the website and the sale of products are intended for Healthcare Professionals (hereinafter "Professional Buyer) exclusively.

Any description of products must not be intended as commercial advertising. Conversely, it solely has an informative purpose, and it is reserved for Professional Buyers and potential Professional Buyers during a pre-purchase phase.

## The Supplier

The products are sold by Addax Biosciences Srl (hereinafter "Supplier"), which can be contacted at +39 388 7798977 or the email address [info@addaxbio.com](mailto:info@addaxbio.com). Addax Biosciences Srl has its place of business in Strada Mongreno 247, 10132 Turin, Italy (registered at the Turin Chamber of Commerce, VAT number 11814250012, paid-up and existing share capital € 11.560,00).

## Art. 1 - Definitions

1.1. The term "online sales contract" means the contract for the sale of products on the website made online between the Supplier and the Professional Buyer. The digital system and tools necessary for the conclusion are put in place by the Supplier.

1.2. The term "Consumer Buyer" means an individual who enters into a transaction primarily for personal, family, or household purposes, or in any cases for purposes not related to any commercial or professional activity.

1.3. The term "Professional Buyer" (subject to whom has exclusively intended the sale of the products on the site) means a natural or legal person acting in the exercise of his/her business, commercial, craft or professional activity, or his/her intermediary.

1.4. The expression "Supplier" means the seller as indicated above.

## Art. 2 - Object of the contract

2.1. With this contract, respectively, the Supplier sells, and the Professional Buyer purchases the products indicated and offered for sale on the website <http://www.addaxbio.com>.

2.2. The products referred to in the previous point are displayed on the web page <http://www.addaxbio.com/shop/>.

## Art. 3 - How to conclude the contract

3.1. The contract between the Supplier and the Professional Buyer is concluded exclusively through the access by the Professional Buyer to the address <http://www.addaxbio.com/shop>. To conclude the contract referred to in point 2.1 above, the Professional Buyer has to follow the website's procedures and formalise a

proposal to purchase products. Each purchase order sent to the Supplier must be completed in every part and contain the necessary for the exact identification of the Professional Buyer, the product ordered, and the place of delivery of the product.

#### **Art. 4 - Conclusion and effectiveness of the contract**

4.1. The purchase contract is concluded by the Professional Buyer's consent, expressed by completing the online form at <http://www.addaxbio.com/shop>, checking an order summary, and subsequently submitting the form. The order summary shows the order's details, the price of the purchased products, the shipping costs and any additional charges, the payment terms and conditions, the address where the Supplier will deliver the products.

4.2. When the Supplier receives the order from the Professional Buyer, he sends a confirmation email or displays a printable order confirmation and an order summary on the website. The information referred to in the previous point 4.1 are also reported in this confirmation email or summary web page.

4.3. The contract will not be considered perfected and effective between the parties in default of elements indicated in the previous point.

#### **Art. 5 - Methods of payment and reimbursement**

5.1. The Professional Buyer can only pay through one of the methods indicated on the website by the Supplier.

5.2. Any refund to the Professional Buyer will be credited through the same method referred to in point 5.1 in a timely manner.

5.3. All communications relating to payments occur on a specific communication tool protected by an encryption system. The Supplier guarantees that this information is stored with an additional encryption security level and in compliance with data protection regulations.

#### **Art. 6 - Delivery methods**

6.1. The Supplier will deliver the products to the address indicated by the Professional Buyer, as confirmed in the email / webpage referred to in point 4.2.

6.2. Shipping costs are indicated during checkout and in the email / webpage referred to in point 4.2.

#### **Art. 7 - Prices**

7.1. All the sales prices indicated on the website [www.addaxbio.com](http://www.addaxbio.com) are expressed in euros and must be intended as an "offer to the public", according to Art. 1336 of the Italian Civil Code.

7.2. The sales prices referred to in the previous point do not include VAT, shipping costs and any additional charges. These costs will be indicated in the purchase procedure and contained in the email / webpage referred to in point 4.2.

## **Art. 8 - Product availability**

8.1. Through the digital system used for e-commerce, the Supplier ensures the correct processing and fulfilment of orders. For this purpose, it indicates in its online catalogue the products available and those not available.

8.2. The Supplier will notify the Professional Buyer by email if an order exceeds the available quantity. The Supplier will specify if the product is no longer available, if it is possible to pre-order it, and the availability estimate times to obtain it. In such a case, the Supplier will ask the Professional Buyer if he/she intends to confirm the order.

8.3. The Supplier's digital system will confirm the successful registration of the order as soon as possible by sending a confirmation message to the Professional Buyer according to point 4.2.

## **Art. 9 - Right of withdrawal**

9.1. In compliance with the European and Italian legislation, specifically with Articles 52 et seq. of Decreto Legislativo n. 206/2005, the right of withdrawal is exclusively available for the Consumer Buyer as defined in point 1.2 of Art. 1 (Definitions) of this document. It should be noted that the sale of the products on the website [www.addaxbio.com](http://www.addaxbio.com) is intended exclusively for professional operators. Furthermore, by concluding the sale contract, the buyer confirms and agrees to operate as a Professional Buyer (Article 1 - Definitions, 1.2 Professional Buyer).

## **Art. 10 - Limitation of Liability**

10.1. The Supplier will bear no responsibility for delays in executing the order arising from an extraordinary unforeseeable event or circumstance beyond its control (force majeure).

10.2. The Supplier will bear no responsibility for inefficiencies or malfunctions related to the Internet network, except in the case of willful misconduct or gross negligence.

10.3. The Supplier will bear no responsibility for damages, losses and costs incurred by the Professional Buyer due to the non-execution of the contract for reasons not attributable to the Supplier.

10.4. The Supplier will bear no responsibility for any fraudulent or illegal use made by third parties of credit cards, checks or other means of payment used to purchase the product according to Art. 5 if the Supplier has adopted all the possible precautions based on ordinary diligence.

10.5. The Professional Buyer will bear no responsibility for delays or errors concerning the payment if he/she proves that he/she has made the payment according to the times and methods indicated by the Supplier.

## **Art. 11 - Obligations of the Professional Buyer**

11.1 In compliance with the Italian legislation, specifically with Article 1495 of the Italian Civil Code, the Supplier is liable for any lack of conformity of the product,

on the condition that the Professional Buyer within 8 days from the date on which it is discovered. The report is not necessary if the Supplier has recognized the existence or has concealed it. The defect liability action is prescribed in one year from delivery of the product.

11.2. The products will be deemed compliant / in conformity if the following circumstances exist: a) they are suitable for the use proposed by the Supplier; b) they comply with the description made by the Supplier and possess the qualities thereby presented.

11.3. In the event of a lack of conformity, the Professional Buyer has the right to request, alternatively and free of charge, under the conditions indicated below, the replacement of the purchased product or the termination of the contract. The Professional Buyer must demonstrate that the lack of conformity does not derive from causes attributable to him/her, such as incorrect storage or failure to comply with the instructions contained in the documents supplied with the product ("GAF Short guide" and "GAF Instruction for use").

11.4. The request ex §11.3 must be sent to the Supplier in writing by certified mail with a return receipt. The Supplier will indicate its willingness to satisfy the request or the reasons that prevent it from doing so within seven working days after receipt.

#### **Art. 12 - Obligations of the Professional Buyer**

12.1. The Professional Buyer agrees to pay the purchased product's price within the times and methods indicated in the contract.

12.2. Once the online purchase procedure has been completed, the Professional Buyer must print and keep this contract.

12.3. The information contained in this contract must have been viewed and accepted by the Professional Buyer before confirming the purchase.

#### **Art. 13 - Causes of termination**

13.1. The obligations related to payment referred to in points 5.1 and 12.1, regarding the Professional Buyer, and point 6, regarding the Supplier, must be deemed essential. According to Art. 1456 of the Italian Civil Code, if one or more of these obligations are not fulfilled (except in cases of unforeseeable circumstances or force majeure), the contract must be considered legally terminated.

#### **Art. 14 - Protection of confidentiality and processing of the Professional Buyer's data**

14.1. The Supplier protects the privacy of its customers and guarantees the processing of data in compliance with the EU Regulation 679/2016.

14.2. The personal and fiscal data acquired by the Supplier are collected and processed in paper or digital form, and are processed to register the order, activate the necessary procedures and communications to execute the contract, to fulfilment any legal obligation, and to allow effective management of commercial relations to the extent required to perform the requested service best.

14.3. The Supplier agrees to treat data and information transmitted by the Professional Buyer confidentially and not to disclose them to unauthorised persons, use them for purposes other than those for which they were collected, or transfer them to third parties. These data may be exhibited only at the request of the judicial authority or other authorities authorised by law.

14.4. On the basis of a specific data confidentiality agreement, personal data can be disclosed by the Supplier to persons delegated to carry out the necessary activities for the execution of the contract. Data will be disclosed exclusively for this purpose.

14.5. Pursuant to Articles 15 et seq. of EU Regulation 679/2016 (the “Regulation”), the Professional Buyer has the right to request, at any time, access to his/her Personal Data, their rectification or erasure, the limitation of processing in cases provided for by Art. 18 of the Regulation and – in the cases listed by Art. 20 of the Regulation – to obtain in a structured format, commonly used and machine-readable, the data concerning his/her person. At any time, pursuant to Art. 7 of the Regulation, the Professional Buyer can revoke the consent given, and file a complaint to the competent supervisory authority under Article 77 of the Regulation if he/she believes the processing of his data is contrary to the legislation in force.

The Professional Buyer can file a request for opposition to the processing of his/her data under Article 21 of the Regulation, in which he/she has to give evidence of the reasons justifying the opposition. The Data Controller (the Supplier) reserves the right to evaluate the request, which would not be accepted if legitimate and binding reasons to proceed with the treatment, prevailing over buyer's interests, rights and freedoms, exist.

14.6. The owner of the collection and processing of personal data is the Supplier, to whom the Professional Buyer can address any request (at the company registered office address ex Art. 16).

14.7. The communication of personal data by the Professional Buyer is necessary for the correct and timely execution of this contract. Failing that, the request of the Professional Buyer cannot be processed.

14.8. In any case, data collected will be kept for a period not exceeding what is necessary for the purposes for which they were collected or subsequently processed. Their erasure will be done safely.

14.9. Anything sent to the email address of the Supplier (requests, suggestions, ideas, information, materials, etc.) will not be considered information or data of a confidential nature. It must not violate the rights of others and must contain valid information not infringing any rights. In any case, the Supplier cannot be held responsible for the content of the messages.

#### **Art. 15 - Archiving method of the contract**

15.1. The Supplier informs the Professional Buyer that each order's detail is stored in digital / paper form on the server / at the Supplier's registered office, following a criterium of confidentiality and security of data.

#### **Art. 16 - Communications and complaints**

16.1. Any complaint and written communication directed to the Supplier will be considered valid only if sent to the following address: Strada Mongreno 247, 10132 Torino (TO) or sent by email to the following address info@addaxbio.com. The Professional Buyer must indicate in the registration form his/her residence or domicile, the telephone number and the email address to which the Supplier's communication must be sent.

#### **Art. 17 - Settlement of disputes**

17.1. All disputes arising from this contract will be subject to Italian jurisdiction and governed by Italian law.

17.2. If the Parties intend to appeal to the ordinary judicial authority, the competent court is that of the place where the registered office of the Supplier is located (Court of Turin), as accepted explicitly by the Professional Buyer during a mandatory step before the confirmation of purchase.

#### **Art. 18 Final clause**

18.1 This contract repeals and replaces any agreement, understanding, negotiation, written or oral, previously intervened between the Parties and concerning the subject of this contract.

**THE PARTIES ACCEPT ALL THE ABOVE-MENTIONED CONDITIONS.**