

## GENERAL TERMS AND CONDITIONS OF SALE - WWW.MEDIFROID.COM

### Introduction

The company MEDIFROID, a simplified joint-stock company (S.A.S.) with a share capital of €1,491,328, registered with the Trade and Companies Register of BOBIGNY under number 494 525 371, and whose registered office is located at 123 Route du Chêne, 72230 Arnage, France, specializes in supplying equipment for the cold chain management of temperature-sensitive medicines, intended for healthcare professionals. These General Terms and Conditions of Sale ("Terms and Conditions") apply to any order placed with MEDIFROID, particularly via its website <https://www.medifroid.com> (hereinafter "the Website"). By placing an order, the Client fully and unreservedly accepts these Terms and Conditions, which take precedence over any other terms, unless expressly agreed otherwise in writing by MEDIFROID. MEDIFROID reserves the right to modify these Terms and Conditions at any time. The applicable version is the one in effect on the date the order is placed.

### 1 – Purpose

These Terms and Conditions define the terms and conditions of remote sales of products and services between MEDIFROID and its professional Clients. They set out the full scope of the rights and obligations of both parties.

### 2 – Orders

#### 2.1 General Information

Orders may be placed:

- By email, post, or telephone;
- Or directly via the Website.

Orders become final only after:

- Formal acceptance by MEDIFROID;
- Receipt of any deposit specified in the offer;
- Signed approval of the commercial offer, together with the initialed Terms and Conditions marked "Agreed".

#### 2.2 Anti-Fraud Measures

For security and fraud prevention purposes, MEDIFROID reserves the right to request supporting documents (e.g., proof of identity or professional address) before confirming an order. Failure to respond may result in suspension or cancellation of the order, without compensation.

### 3 – Prices

Prices are indicated in euros, excluding taxes, shipping fees, and eco-participation charges, according to the pricing in effect on the order date. MEDIFROID reserves the right to modify its prices at any time before the order is confirmed.

### 4 – Payment

#### 4.1 Terms

Unless otherwise stated, all invoices are payable upon receipt, with no discount for early payment.

Accepted payment methods include: credit card, bank transfer, secure payment via Mollie, PayPal, or Klarna (installment payment).

#### 4.2 Non-Payment

Any late payment shall automatically incur:

- Late penalties equal to three times the legal interest rate;
- Suspension or cancellation of ongoing orders.

In case of doubt regarding the Client's solvency, MEDIFROID may request additional payment guarantees.

### 5 – Delivery

#### 5.1 General Terms

Delivery is deemed to have been made once the goods are handed over to the Client or to the designated carrier. Risk transfer occurs at this point.

### 5.2 Delivery Timeframes

Delivery times are provided for information purposes only, unless otherwise expressly agreed in writing. No delay shall entitle the Client to penalties, damages, or cancellation of the order.

### 5.3 Transport & Receipt

The Client agrees to check the condition of the products upon delivery, to note any specific reservations on the delivery slip, and to notify MEDIFROID within 72 business hours in the event of any discrepancy or damage. If no claim is made within this timeframe, the delivery will be deemed accepted as conforming.

### 6 – Right of Withdrawal

The right of withdrawal does not apply to professional clients, unless otherwise expressly agreed in writing with MEDIFROID.

### 7 – Warranties

#### 7.1 Legal Warranty

MEDIFROID complies with the legal warranty for hidden defects (as defined in Articles 1641 and following of the French Civil Code), limited to replacement or refund of the defective product.

#### 7.2 Commercial Warranty

MEDIFROID provides a one-year commercial warranty on its equipment (excluding wear parts, damage caused by incorrect installation or improper use, etc.).

All interventions must be carried out by MEDIFROID or an authorized service provider, failing which the warranty shall be void.

### 8 – Retention of Title

All products remain the property of MEDIFROID until full payment has been received. In the event of non-payment, MEDIFROID may demand the immediate return of the goods, at the Client's cost and risk.

### 9 – Liability

MEDIFROID shall not be held liable for any loss or damage to products stored by the Client. It is the Client's responsibility to monitor and secure the cold chain, including using equipment with alarms or electronic thermostats where appropriate.

### 10 – Personal Data

Personal data is collected solely for the purpose of managing the commercial relationship.

The Client may exercise their rights (access, rectification, deletion) by contacting:

MEDIFROID – Customer Service – 143 Bd Pierre Lefaucheux, 72230 ARNAGE, France

### 11 – Force Majeure

MEDIFROID shall not be held liable for any failure to fulfill its contractual obligations in cases of force majeure, including but not limited to strikes, fires, natural disasters, or supply chain disruptions.

### 12 – Governing Law and Jurisdiction

These Terms and Conditions are governed by French law.

In the event of a dispute, the Commercial Court of ANGERS shall have exclusive jurisdiction, even in the case of warranty claims, multiple defendants, or deliveries outside French territory.

### 13 – Consumer Mediation

In accordance with Article L612-1 of the French Consumer Code, any consumer may have free recourse to a mediation service.

MEDIFROID is affiliated with the Association Nationale des Médiateurs (ANM) – [www.anm-conso.com](http://www.anm-conso.com)

**14 – Company Information**

**MEDIFROID SAS**

Registered Office: 123 Route du Chêne, 72230 ARNAGE – France

Company Registration Number (SIREN): 494 525 371 – RCS BOBIGNY

Website: [www.medifroid.com](http://www.medifroid.com)

Contact: [contact@medifroid.com](mailto:contact@medifroid.com)