

## TERMS OF SALES.

### 1. FIELD OF APPLICATION:

These General Terms and Conditions of Sale apply to all commercial transactions concerning products offered for sale by AGS S.A.R.L. within its website, to the exclusion of all other conditions (except express written exemption and approved by the parties). The mere fact of placing an order through the vector of the AGS-LAB.COM website or by any other means made available to you entails acceptance of the general conditions reproduced below.

### 2. DEFINITIONS:

The terms used in these general conditions or on the AGS-LAB.COM site must be understood as follows:

2.1. The website of AGS S.A.R.L. on which the products are presented and sold to customers.

2.2. Customer: any natural or legal person, legally capable holding a prescription, who places an order for product (s), through the vector of the AGS S.A.R.L site.

2.3. Order: request for the conclusion of a sales contract by the customer between AGS S.A.R.L. and the customer of the online sales site for the products presented by AGS S.A.R.L ..

2.4. Products: all the goods offered for sale by AGS S.A.R.L. by the vector of its website.

2.5. Transaction: all the operations, secure processing, authorizations and agreements inherent in the payment of products ordered by bank card or any other means of virtual transaction offered on the site.

### 3. ACCEPTANCE OF CONDITIONS

The customer acknowledges having read these general conditions of sale and declares, when placing the order, expressly accept them without reservation. The validation of the order and the payment thereof implies acceptance of the general conditions of sale.

### 4. ORDERS

4.1. All the information provided by the customer, when encoding the data inherent to his order, is binding on him. AGS S.A.R.L. can in no way be held responsible for errors made by the customer in the wording of the contact details of the recipient of the order (delivery address, billing address in particular) and delivery delays or the inability to deliver the products ordered that these errors could cause.

4.2. The automatic recording systems constitute proof of the nature, content and date of the order.

4.3. Upon receipt of its order request, AGS S.A.R.L. confirms to the customer the acceptance of his order by sending a confirmation message to the e-mail address that the latter communicated when registering his order. The sale will only be concluded after payment of the said order, except in the case of a "Cash on delivery" payment.

4.4. In general and without necessary justification, AGS S.A.R.L. reserves the right to refuse or cancel any order from a customer, in particular in the event of a payment problem for the order concerned or a dispute relating to the payment of a previous order.

4.5. If the ordered product is not or no longer available immediately, AGS S.A.R.L. informs the customer of the delivery time. If the given deadline does not satisfy the customer, he can then choose to modify or cancel his order.

4.6. Only legally qualified persons can order.

### 5. DELIVERY

5.1. After confirmation of the order and acceptance of payment from the body responsible for the transaction, AGS S.A.R.L. undertakes to send the customer the products ordered to the delivery address mentioned within a period generally understood

- for Belgium between 1 and 2 working days,
- for France between 2 and 4 working days,
- for Luxembourg between 1 to 2 working days

Delivery times are indicative and informative; They depend in particular on availability from our suppliers and carriers. AGS S.A.R.L. strives to meet the delivery times indicated according to the benchmark logistics time in the profession. Even in the event of written acceptance of firm deadlines, AGS S.A.R.L. is automatically released from any commitment relating to deadlines in the following cases: technical contingencies, failure of AGS S.A.R.L. suppliers, out of stock, carrier failure, force majeure, fortuitous event, inaccuracy or lack of information to be provided by the Customer, delay deferred at the request of the Customer, absence of payment or incomplete payment, delays related to customs formalities. If AGS S.A.R.L. is unable to supply the product ordered, in most cases we will notify you when ordering.

We draw your attention to the fact that we cannot be held responsible in the event of a strike

5.2. By placing an order, the customer agrees to pay upon receipt of the goods, all present and future taxes, duties, taxes and other charges due for the delivery of the products ordered. The joint and several liability of AGS S.A.R.L. can in no way be engaged in this regard.

5.3. Upon receipt of the products ordered, the customer or the recipient must check the condition of the product delivered and scrupulously respect the dosage prescribed by his therapist.

5.4. If a package is not received despite the various passages of the carrier (a passage with a notice left to collect or recontact the carrier), it will be returned to AGS S.A.R.L. and the recipient will be notified. An additional delivery may be requested by the buyer and he will bear the costs (even if the first shipment was made free of charge).

5.5. The customers or recipients of the products are prohibited from any partial or total resale of the products purchased.

5.6. The risk of loss or damage to packages and products delivered by AGS S.A.R.L. following an online or telephone purchase, is transferred to the customer only when the latter (or a designated third party) takes physical possession of these goods.

## 6. RIGHT OF WITHDRAWAL.

6.1. In accordance with the legislation in force for distance selling, the customer has the right to renounce his purchase without penalty and without giving any reason. The customer has a period of 14 calendar days from receipt of the products ordered to return them to AGS S.A.R.L. against exchange or refund.

6.2 To obtain the refund or for an exchange to be made, the customer must return at his own expense and under his responsibility the new products (with the delivery slip) in their original packaging, and intact to the address next: AGS S.A.R.L. Duarrefstroos n° 31 - L9990 Weiswampach Luxembourg.

6.3. AGS S.A.R.L. undertakes to reimburse the sums paid by the customer within 4 weeks without shipping costs and other reimbursement costs (shipping costs depending on the country of dispatch + fixed reimbursement costs of € 5) if the conditions described in point 6.2 are effectively observed. The refund is made within a maximum period of 14 calendar days from the date of receipt of the goods at our premises.

## 7. PAYMENT.

7.1. The price indicated in the order confirmation is the final price expressed inclusive of all taxes and including VAT. This price includes the price of the products, the costs of handling, packaging and conservation of the products and the transport costs.

7.2. AGS S.A.R.L. reserves the right to modify the price of the products at any time. However, the products are invoiced on the basis of the prices in effect at the time the order is placed.

7.3. The price of the products is payable in cash by one of the payment methods offered on the site on the day of the order.

7.4. The order validated by the customer only becomes effective when the secure banking payment center and the STRIPE® secure payment platform have given their agreement to the execution of the transaction. If the bank payment center refuses, we invite customers to contact their financial institution for more information.

7.5. In the event of fraudulent use of a bank card, an irregular declaration or an anomaly, the contact details relating to the order associated with this outstanding payment may be entered in a payment incident file. The fight against credit card fraud and payment security is under the supervision of STRIPE®. AGS S.A.R.L. can in no way be held responsible in the event of improper use by a third party during an order.

## 8. RESPONSIBILITY

AGS S.A.R.L. as well as its administrators can in no case and in no way be held responsible for:

- damage of any kind that could result from improper use of the products sold.
- product modifications that would be made by manufacturers.

The responsibility of AGS S.A.R.L. will, in any event, be limited to the amount of the order and cannot be blamed for simple errors or omissions which may have remained despite all the precautions taken in the presentation of the products. The client must always follow the prescription of his therapist. AGS S.A.R.L. cannot be held responsible for non-compliance with the regulatory and legislative provisions in force in the receiving country. The possible liability of AGS S.A.R.L. is exclusively limited to the value of the product in question, determined on the date of its sale.

If, for a cause of force majeure, AGS S.A.R.L. is unable to fulfill the obligations arising from these general conditions of sale, these obligations will be suspended for as long as the circumstance constituting force majeure lasts without AGS S.A.R.L. cannot be questioned.

## 9. PRIVACY.

9.1. The collection of personal information carried out for the purposes of distance selling is mandatory, this information being essential for the processing and delivery of orders. The lack of information results in the non-validation of the order.

9.2. AGS S.A.R.L. respects Luxembourg law in relation to the processing of personal data, which takes into account the European directives of October 24, 1995.

This law provides that the company that collects personal data must have the consent of the person concerned, that the data must prove to be accurate and that they must be collected for a specific, clear and legal purpose. Everyone must have access to their personal data and the right to be able to modify them. In accordance with the law, the processing of personal information relating to customers has been declared to the Commission for the protection of privacy. The customer has the right to access, modify,

rectify and delete data concerning him, which he can exercise with AGS SARL These changes are only possible during opening hours at number general telephone 00352.20.20.34.16 (Lux), 0032.485 200 333 (Be) or 0033.6 15 25 20 03 (Fr)

#### 10. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The texts, layouts, illustrations, photos, product sheets and other elements appearing on this site are protected by copyright and, in general, by the principles of property rights.

-In the event of difficulties in the application of this contract, the customer and AGS S.A.R.L. reserve the right, before any legal action, to seek an amicable solution.

Failing that, the Luxembourg courts in the direct environment of the S.A.R.L. AGS alone are competent.

-The contracts and all legal relationships between the client and AGS S.A.R.L. are subject to Luxembourg law.

-For any dispute arising from these general conditions of sale, Luxembourg law is applicable and exclusive jurisdiction is attributed to the Luxembourg courts.