

# General sales Conditions

## Generalities

The purchaser recognises, by the mere fact of making an order, that he is aware of and accepts unreservedly the general sales conditions of Laboratoires Dujardin-Salleron below. Any contrary clause recorded in the order or general purchasing conditions of the purchaser and not expressly accepted by Laboratoires Dujardin-Salleron is deemed without effect

### 1. Object

These conditions apply to all orders made to Laboratoires Dujardin-Salleron, and which will only be binding in the case of duly accepted orders.

### 2. Price and means of payments

The price listed in catalogues and brochures or rates are provided for informational purposes, the invoicing of supplies always being linked to the price in force on the day of the order.

Except in the case of an agreement to the contrary in writing, our invoices are payable within 30 days end of month, net without discount, event in the case of cash payment. However, Laboratoires Dujardin-Salleron reserves the right to demand payment on order or delivery for any amount whatsoever.

In case of default of payment, interests for late payment will be invoiced, equivalent to 3 times the legal rate in effect. A flat-rate compensation of 40 € will be invoiced as collection fees. Law 2012-387 of March 22<sup>nd</sup>, 2012. In this case, an invoice corresponding to late interest will be issued after payment by the customer, the date of reception making it possible to calculate the number of late days and interest due.

### 2bis. Invoicing – Delivery costs

As a general rule, all goods are sold departing from our stores. **The minimum invoice is 50 Euros excluding tax for mainland France and 100 euros for the rest of the world.**

Exceptionally, and after the agreement of our company, any order lower than the minimum invoice will be complemented by administrative charges of 10 Euros excluding tax, packaging and transport costs in addition.

### 3. Delivery methods and deadlines

Delivery deadlines are given for indicative purposes and in the event of delay may not give rise to damages and interest. Unless agreed to the contrary when the order is made, each delivery, even partial, will be the object of a corresponding invoice; the purchaser may not await the delivery of the balance to defer payment for invoices issued.

### 4. Dispatch/reception/return of goods

Goods will be delivered to the address specified in the order. Our deliveries will be understood as departing from our stores. Laboratoires Dujardin-Salleron reserve the choice of the means of delivery. Materials and supplies will travel at the risk of the purchaser, even when dispatched with shipping paid. It is the responsibility of the recipient:

- 1 To check on reception the condition and the quantity of the goods received, opening packages in the presence of the hauler if necessary,
- 2 To draw up, in the case of damage or missing items, reserves on the transport receipt specifying their nature as precisely as possible,
- 3 To notify the hauler of the damage or missing elements by registered mail with notification of reception of the goods, pursuant to article 105 of the Code of Commerce,
- 4 To simultaneously notify losses and damage to Laboratoires Dujardin-Salleron within three days.

The purchaser must verify that the delivery corresponds to the supplies ordered. In the absence of comments made in writing by the purchaser within three days of the delivery date at the latest, the delivery will be deemed accepted.

No return will be accepted without the prior written agreement of Laboratoires Dujardin-Salleron, which will specify, as applicable, the terms and conditions. Laboratoires Dujardin-Salleron reserve the right to resend, charging for shipping, all goods received without this agreement.

### 5. Guarantee for instruments

The guarantee period is set at 12 months for new instruments, unless specific conditions are established in the order, counting from the delivery date, for manufacturing or operating defects which become apparent during this period as long as they are used in line with their purpose with, as applicable, the reagents and consumables instructed by Laboratoires Dujardin-Salleron. Any use which does not comply with normal conditions of usage and, in particular, the use of products and consumables not supplied by Laboratoires Dujardin-Salleron may bring about the cancellation of this guarantee, as will poor maintenance or use by the purchaser or the carrying out of modifications without our prior written agreement. Any work carried out on instruments by third parties during the guarantee period will automatically put an end to this guarantee. This guarantee is expressly limited to the free delivery of replacement parts or the repair of the equipment in our workshops, dispatched shipping paid. Excluded from the guarantee are elements of everyday use such as glass, lamps, heating elements, fuses, pipes, consumables.

### 5bis. Guarantee for reagents and consumables

The Laboratoires Dujardin-Salleron guarantee for reagent and consumables relates to the free replacement of articles which have been established to be faulty or unusable due to a material or manufacturing fault. Laboratoires Dujardin-Salleron decline all responsibility in the case of damage linked to storage, improper handling or inappropriate use of reagents or consumables, in particular any use which does not comply with the recommendations indicated in instructions for use of instruments and reagents.

### 6. Reservation of title

Pursuant to Law 80335 of 12 May 1980, all our goods are sold subject to reservation of title. Non payment, even partial, authorises us, notwithstanding any clause to the contrary, to recover said goods after a simple formal notification has been unsuccessful. In this case, any deposits and down payments will remain acquired by Laboratoires Dujardin-Salleron in the form of reparation for the damage suffered and costs incurred in the recovery and routing of products and materials. The transfer of title only becomes effective upon full payment of the agreed price.

### 7. Cancellation of order

Except when expressly agreed by Laboratoires Dujardin-Salleron, orders made by the customer are firm and definitive. For any order for materials which have been delivered and installed, any cancellation of order will be subject to the prior agreement of Laboratoires Dujardin-Salleron. In this case, an expert report on the material will be carried out by our technical services. Any repair costs for said material will be estimated and an invoice will be issued which will include: costs of the expert report, different costs relating to installation and training relating to the material, costs of repair to the material, any devaluation of the material as well as costs of repatriation to our premises.

### 8. Follow up/litigation

In the case of total or partial non payment of one or several invoices and after three follow ups have been unsuccessful, a formal notification will be sent to the customer specifying the deadline for settling his debt. Once this final deadline has passed, non payment constituting breach of the contract between the parties, this latter will give rise to the expiry of all contracts and commitments between the parties, any supply of goods and services will therefore be suspended ex officio. Legal proceedings will then take place, whose costs will be borne by the purchaser in breach.

### 9. Jurisdiction

It is expressly agreed between the parties that for any litigation, assignment of jurisdiction is with the courts having jurisdiction at the location of Laboratoires Dujardin-Salleron.