

1-PRICE

We are quoting EX WORKS net prices without VAT.

2-PURCHASE ORDER AND ACKNOWLEDGEMENT OF RECEIPT

Upon receipt of any orders, we confirm it by an acknowledgement of receipt (AR) transmitted to our clients. Without remarks from them under 24 hours we consider that our general sales conditions and our AR have been agreed.

3-DELIVERY

The confirmed delivery times in our acknowledgement of receipt correspond to the shipment date and are given as rough guide. Possible delay do not allow the buyer the right to cancel the purchase order, to refuse the goods or to claim for moratory or compensatory damages.

4-SHIPMENT

Except on specific request from our client and confirmed in the AR, the deliveries are carried out by express delivery system and the freight costs and possible packaging are invoiced at the real costs. Except on specific request from our client, the sold goods travel at the buyer's own risks, whatever the agreed shipment means or payment terms

5-CLAIMS

Claims with respect to the state of goods must reach us within 48 hours further the receipt

6-PAYMENT TERMS

Settlement before remittance of the goods with respect to pro-forma invoice or final invoice - Further a trial period the payment could be done at 30 days date of invoice, only after agreement between the two entities.

- 1 % of discount is granted for any advance payment
- a dawn payment of 50 % is required upon receipt of purchase order
- with special products (out of our range of products)
- with big quantities of standard products.

GOODS REMAIN OUR ENTIRE PROPERTY TILL FULL PAYMENT OF THE RELEVANT INVOICE(S)

Any late of payment at the due maturity date will involve a payment for delay fees (agios) and compensations if necessary in conformity with the Directive 2000/35/EC. Moreover, it will stop all devices delivery.

7-PRODUCT RETURN

No good can be returned without our written agreement - Any product return without our prior agreement will be systematically refused at the transporter. Fees (freight, taxes, customs...) are at the charge of the customer.

Conditions of goods Taking back or exchange

-Standard devices are taken back at 50 % of their invoicing price if :

- The product was product was invoiced
- The original packaging is undamaged
- The product and packaging did not undergo any modification with time
- The product is still manufactured and sold by our company
- The customer is still in business with our company

-Standard devices are not taken back if :

- The total traceability can not be guaranteed
- Or if :
- Those were manufactured upon specific request on behalf of the customer

-Sterile Standard devices are taken back if :

- The expiry date is less than 2 years at least at the date of the receipt of the taken back goods.

In every case of above mentionned taking back, additionnal fees of treatment and miscelleaneous costs of puting back on conformity will be deducted from the taking back prices. The instrument are taken back according to their state and the reparation to be done in order to make it effective, when possible. A drop of 25% minimum per year will be applied.

Special manufactured or custom made devices are not taken back.

Documentary treatment for the taken back of the goods.

1-In case of products exchange

Upon receipt of goods and after control, a credit note relating to the returned products will be established according to the conditions of the hereby document and an invoice relating to the new disptached goods will be established in order to ensure the traceability.

2-In case of products requiring a credit note

Upon receipt of goods and after control, a credit note relating to the returned products will be established according to the conditions of the hereby document.

The amount relating to taking back subject will be credited on the client account and can be not object of reimbursement.

8-LOAN

Loaned goods for demonstration or trial must be returned within the time granted time by our entitled department. Otherwise they will be invoiced. Implanted medical devices, or implants with damaged packaging, damaged or missing instruments will be invoiced too. Moreover any negligence in the management of expiry date will entail the invoicing of out of date implants.

On sole demand from our departments the customer is forced to supply by return list of bacht numbers of the laoned material and /or in deposit in order to make easier the control and the possible invoicing of missing and /or out of date devices.

9-JURISDICTION

In case of suit the Commercial Court of the registered offices of MICROVAL will be the sole competent whatever the delivery place and location of the product use.

The general sales terms are applicable under any subject to alteration of the legislation in force they may be modified without advance notice.

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