

General terms and conditions of sale

1. PRIZES

All our prices are in Euros, excluding tax, ex works.

2. ORDER AND ACKNOWLEDGEMENT OF RECEIPT

Upon receipt of any customer order, an acknowledgement of receipt of order (A.R.C.) is issued. If the customer does not make a comment within 24 hours, we consider our general terms and conditions of sale and our A.R.C. accepted.

3. DELIVERY

Delivery times, confirmed on our acknowledgement of receipt, correspond to the date of dispatch and are given as an indication. Any delay shall not entitle the buyer to cancel the order, refuse the goods and/or claim damages for delay and/or compensation.

4. TRANSPORT

Unless specifically requested by the customer and confirmed on our acknowledgement of receipt, deliveries are made by conventional transport and any postage and packaging are invoiced at actual cost. Unless specifically requested by the customer, the goods travel are shipped at the customer's risk and peril, regardless of the mode of transport and/or payment terms.

5. CLAIMS

All complaints regarding the goods must reach us within 48 hours of receipt.

6. CONDITIONS OF PAYMENT

Payment is made before shipment according to pro-forma or invoice. After a probationary period and after agreement between the two parties, payment can be made in accordance with the terms of payment negotiated.

For any special manufacture or for any large order of standard products, a 50% deposit will be requested at the time of order.

The goods remain our property until full payment of the invoice.

Any delay in payment on the due date will give rise to the payment of interest for late payment and compensation if necessary, in accordance with Directive 2000/35/EC.

In addition, it will lead to the stoppage of any delivery of material.

7. RETURN OF GOODS.

No goods may be returned without our written agreement. Any return of goods without our prior agreement will be systematically refused by the carrier. The costs (postage, taxes, customs ...) will be borne by the customer.

Conditions of return or exchange of goods:

- Standard and sterile devices are taken back at 50% of their invoice price and in the form of a credit note if :
 - the product has been invoiced,
 - the original packaging is intact,
 - the product and the packaging have not undergone any change over time,
 - the product is always put on the market by our company,
 - the customer continues his activity with our company,
 - the expiry date is at least two years longer than the date of receipt of the return.

- Standard devices are not accepted if :
 - total traceability cannot be guaranteed, or if
 - these were specially manufactured for a company.

In all the above-mentioned cases of take-back, additional costs for processing and bringing back into conformity may be deducted from the take-back price.

- The instrumentation is taken back according to its condition and the work to be carried out to bring it back into conformity if possible. A discount of at least 25% per year will be applied.
- Special or custom-made products are not taken back.

1. In the case of "exchange" of products :

On receipt of the goods and after control, a credit note for the returned goods will be established according to the conditions of this document and an invoice for the new goods sent will be drawn up, in order to ensure traceability.

2. In the case of a return of goods requiring a credit note

Upon receipt of the goods and after control, a credit note will be issued for the returned goods in accordance with the terms and conditions of this document. The amount returned will be credited to the customer's account and will not be refunded under any circumstances.

8. LOAN/DEPOSIT

Goods on loan for demonstration or trial purposes must be returned within the time limit granted by us, otherwise they will be invoiced. Installed implants, implants with damaged packaging, damaged or missing instruments will be invoiced. In addition, any failure to comply with the management of expiry dates (FIFO) will result in the invoicing of expired implants. The customer is obliged to provide on simple request from our services and by return the certified list of the equipment on loan and/or in deposit in order to allow the control and possible invoicing of missing and/or expired products.

9. JURISDICTION

In the event of a dispute, the Commercial Court of the registered office of the company Microval shall have sole jurisdiction, regardless of the place of delivery and/or use of the goods.

These general terms and conditions of sale are applicable subject to any modification of the legislation in force and are subject to change without notice.

CVG-20200101-0-E Version 2.0 of 01/01/2021

2021/01