

GENERAL TERMS AND CONDITIONS OF SALE

PRODUCTS
The consumables, equipment, devices, and reagents marketed by DULIS are intended for research, control, and analysis laboratories. Unless expressly stated, our articles are not medical devices and are designed exclusively for in vitro application.

ORDERS
In order to avoid delivery errors, we kindly ask you to ensure the accurate drafting of your orders: reference, description, dimensions, quantities, etc. Unless expressly agreed otherwise, any order implies acceptance of these terms and conditions. Any other clause appearing on the customer's purchase order is null and void. We reserve the right to refuse certain orders, even without justification.

PRICE
The catalog prices are indicative, non-binding, and subject to change without notice. The fluctuation in commodity prices, currencies, supplier rates, and printing errors may lead us to adjust prices during the year. The applicable and authoritative rate can be consulted at www.dulis.be and www.dulis.nl. Prices are quoted ex-works, excluding taxes.

INVOICING
Our invoices are issued at the prices in effect on the order receipt date. The client retains the ability, upon notification of new prices, discounts, and terms, to cancel all or part of an order that has not yet been delivered. The objection to an invoice must occur within 7 days from the date of receipt of the invoice; the invoice is considered received within 3 days from the date indicated on it. Otherwise, the objection will not be considered valid.

DELIVERY CONDITIONS
A shipping fee of 40 euros excluding tax is applied to the invoice for any order valued at less than 300 euros excluding tax, not including specific transportation costs. Deliveries of bulky equipment to upper floors incur handling fees that we must pass on.
An additional charge for specific packaging costs, regardless of the order value, will be applied (notably for temperature-controlled transport). Please consult us.

PACKAGING
The packaging of our goods is handled with the utmost care. The fact that the carrier accepts responsibility for our packages proves that they offer all safety guarantees and are thus placed under the full responsibility of the latter.

SHIPPING
Our goods travel at the recipient's risk. It is therefore up to the recipient:
• to verify at the time of receipt the condition and quantity of the products by proceeding, if necessary, in the presence of the delivery person to open any package whose appearance may be questionable,
• to formulate precise reservations on the transport receipt in the event of damage or shortage, specifying the nature and extent of the damages (sound of breakage, damaged package, wetness, reference and quantity of missing products, etc.),
• confirm these reservations by registered letter sent to the final carrier within 3 business days following delivery.
Failure to comply with these formalities prevents any action against the carrier. Imprecise or systematic reservations, such as: "subject to unpacking", "subject to quantity and quality control" affixed on the transport receipt, are null and void and have no legal value.

TIMELINES
The delivery times are provided for informational purposes only and are, under no circumstances, strict deadlines. We disclaim any liability for delays or delivery restrictions. Under no circumstances may the client cancel the order or claim for any damages or compensation of any kind.

PAYMENT
Our invoices are payable within 30 days net. Late payment penalties will be calculated at a rate of 3 times the legal interest rate after the indicated payment date. Art. D 441-5. - The fixed compensation for recovery costs is set at 40 euros. No settlement discount is granted.
Case of new clients:
Upon account opening, during a first order, advance payment is requested.

EXPIRATION DATE
For the products concerned, we guarantee an expiration date of a minimum of 1 month upon receipt.

RETURNS
If a delivered product is unsuitable, we accept its return for a refund or exchange within 60 days of delivery. This return policy applies only to new and standard products. All returns must be pre-approved by us. Your request must be addressed to the Customer Relations Department and the products returned carriage paid within eight days to our warehouse in Bernolsheim. No restocking fee will be applied. In the event of a return handled by us at your premises, transport or handling fees will be deducted from the credit note. The goods must be returned in the condition in which we supplied them and by the means of transport we recommended. If any damages are observed, the costs for repairs will be deducted from our credits. In case of exchange due to defectiveness, the products will be, at our discretion, replaced, credited, or repaired. Non-returnable items: returns are not permitted for non-stocked or non-inventoried items, custom-made or specifically ordered items, discontinued items, out-of-catalog items, expired products or products with a short expiration date, refrigerated or temperature-controlled products, chemical products, diagnostic products, and medical devices.

RESERVED STOCKS AND SUBSCRIPTIONS
• The reserved stock is an offered service; in order to ensure the sustainability of this service, each cancellation is subject to a 3-month notice period and a commitment to purchase the residual reserved stock during this period.
• any request to cancel a contractualized subscription is subject to a 3-month notice period and a commitment to purchase the agreed deliveries during this period. However, we offer flexibility on delivery deadlines to accommodate your needs.

ORDERS TO BE DELIVERED ON CALL
An order with on-call delivery is subject to the cancellation and order modification rules of our GTC (see above). The maximum period for activating deliveries shall not exceed 12 months. After this period, the client agrees to receive the remainder of their order and to be invoiced for it.

RESALE OF PRODUCTS
The client agrees to comply with all applicable laws and regulations regarding the resale or export of our equipment, including, but not limited to, economic sanctions, export control, and trade embargoes. The client must not engage in any of the aforementioned activities, directly or indirectly, with a company located or registered in a jurisdiction subject to sanctions, nor with an individual or organization listed on a sanctions list or acting on behalf or for the benefit of any specifically designated person or listed on a sanctions list.

WARRANTY
The warranty is strictly limited to the repair or replacement of materials found to be defective. To benefit from this contractual provision, the purchaser commits to justify their warranty request in writing. He must provide us with every facility to identify the defects and to apply the remedy. He must refrain, unless with our written consent, from carrying out or having third parties carry out the repair. All warranties are excluded for incidents due to unforeseen circumstances or force majeure, as well as for replacement or repairs resulting from normal wear and tear of equipment, deterioration, or accidents arising from negligence, lack of monitoring or maintenance, and improper use of this equipment not in accordance with our specifications and agreement. We disclaim any liability for accidents that may occur to clients or third parties during the receipt, installation, use, or repair of the delivered equipment.

SPECIAL CASE OF FREEZERS AND REFRIGERATORS: RESPONSIBILITIES
In the event of a failure of a freezer or refrigerator, Dulis cannot be held liable for any potential loss of stored samples, with its responsibility limited to executing the warranty and repairing the device only. For the storage of valuable samples, to prevent such disasters, Dulis strongly recommends the installation of a temperature alarm connected to a monitoring center.

MODIFICATIONS
The dimensions indicated in our catalogs or schedules may be modified without notice and always include some tolerance. Product images are for illustrative purposes only and may differ from the actual products due to potential modifications between catalog publication and market release. We may also be required to discontinue the production of certain references. In these scenarios, we will not be obligated to supply the items that have been removed or that contain the outdated specifications.

COMPETENCY ASSIGNMENT
Any order shall automatically entail the buyer's acceptance of the aforementioned terms, notwithstanding any contrary stipulation in our clients' general purchasing conditions.

dulis
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