



## PRODUCTS

The consumables, equipment, instruments and reagents marketed by Dominique DUTSCHER are intended for research, control and analytical laboratories.

Unless expressly stated otherwise, our products are not medical devices and are designed exclusively for in vitro use.

## ORDERS

In order to avoid delivery errors, customers are requested to ensure that their orders are accurately completed, including references, descriptions, dimensions, quantities, etc.

Unless expressly agreed otherwise, any order implies full acceptance of these Terms and Conditions of Sale. Any other clause appearing on the customer's purchase order shall be deemed null and void.

We reserve the right to refuse any order, even without providing justification.

## PRICES

Catalogue prices are indicative only, non-binding and subject to change without prior notice. Variations in raw material prices, exchange rates, supplier tariffs, or printing errors may result in price changes during the year. The applicable prices are those in force and available on [www.dutscher.com](http://www.dutscher.com).

Prices are quoted ex works and exclude VAT.

## INVOICING

Invoices are issued at the prices applicable on the date the order is received.

Upon notification of new prices, discounts or terms, the customer retains the right to cancel all or part of an order not yet delivered.

## DELIVERY CONDITIONS

A flat-rate delivery charge of EUR 30 excl. VAT will be added to the invoice for any order with a value below EUR 250 excl. VAT.

Deliveries of bulky equipment to upper floors may incur handling charges, which will be invoiced accordingly.

An additional charge for specific packaging, regardless of order value, may apply, particularly for temperature-controlled transport. Please contact us for details.

## PACKAGING

All goods are packed with the utmost care. Acceptance of the packages by the carrier constitutes proof that they provide all necessary safety guarantees and that responsibility for the goods is transferred in full to the carrier.

## SHIPMENT

Goods are transported at the consignee's risk. The consignee is therefore responsible for:

- checking the condition and quantity of the goods upon delivery and, if necessary, opening any package of doubtful appearance in the presence of the delivery driver;
- recording any damage or shortage on the delivery note, specifying the nature and extent of the damage (broken items, damaged packages, moisture, missing packages, etc.);
- confirming such reservations by registered letter to the final carrier within three working days of delivery.

Failure to comply with these formalities shall preclude any claim against the carrier.

Vague or systematic reservations such as "subject to unpacking" or "subject to quantity and quality checks" entered on the delivery note are null and void and have no legal effect.

## DELIVERY TIMES

Delivery times are provided for guidance only and are not binding.

We accept no liability for delays or delivery restrictions. Under no circumstances may the customer cancel the order or claim damages or compensation of any kind.

## PAYMENT

Invoices are payable in Bernolsheim within 30 days net.

Late payment penalties shall be calculated at three times the statutory interest rate after the due date.

Pursuant to Article D.441-5 of the French Commercial Code, a fixed compensation of EUR 40 for recovery costs shall apply. No cash discount is granted.

New customers: upon opening an account and placing a first order, advance payment is required.

Online purchases on [www.dutscher.com](http://www.dutscher.com): online purchases are payable immediately by credit card, unless a formal contractual agreement authorises payment under our general terms and conditions.

## RETENTION OF TITLE CLAUSE AND PENALTIES

Goods delivered remain the property of Dominique DUTSCHER until full payment of the purchase price.

However, the buyer is authorised to resell the goods prior to full payment, provided that such resale is carried out on behalf of Dominique DUTSCHER and subject to the retention of title clause.

In the event of non-payment by the agreed due dates, Dominique DUTSCHER reserves the right to repossess the goods without legal proceedings.

Transport and return costs shall be borne by the buyer, without prejudice to a penalty clause of 15% applicable in all cases.

## USE-BY DATE

For the products concerned, we guarantee a minimum remaining shelf life of one month upon receipt.

## CANCELLATION AND MODIFICATION OF ORDERS

Orders for standard products may be cancelled or modified at any time prior to packaging and shipment, subject to written approval from our Customer Relations Department.

Orders for special products, non-stocked items, made-to-measure products, non-catalogue items or products specifically ordered for a customer may not be cancelled.

## RETURNS

If a delivered product is unsuitable, we accept returns for refund or exchange within 60 days of delivery. This return policy applies solely to new, standard products.

All returns require prior approval and must be requested from the Customer Relations Department. Returned goods must be sent carriage paid within eight days to our Bernolsheim address. No restocking fee will be charged.

If goods are collected from the customer's premises by us, transport or handling costs will be deducted from the credit note.

Goods must be returned in the condition in which they were supplied and using the transport method specified by us.

If damage is identified, refurbishment costs will be deducted from the credit note.

In the case of exchange due to defects, products will, at our discretion, be replaced, credited or repaired.

Non-returnable items: non-stocked or non-inventoried items, made-to-measure products, specially ordered items, discontinued items, non-catalogue items, expired or short-dated products, refrigerated or temperature-controlled products, chemical products, diagnostic products and medical devices.

## CALL-OFF ORDERS

Orders with delivery on call-off are subject to the cancellation and modification rules set out in these Terms and Conditions.

The maximum period for activating deliveries is 12 months.

After this period, the customer undertakes to accept delivery of the outstanding balance and to be invoiced accordingly.

## RESERVED STOCKS AND SUBSCRIPTIONS

• Reserved stock is a complimentary service. To ensure continuity of this service, any cancellation is subject to three months' notice and a commitment to purchase the remaining reserved stock during this period.

• Any request to cancel a contractual subscription is subject to three months' notice and a commitment to purchase the agreed deliveries during this period. Flexibility in delivery schedules may be granted to meet customer requirements.

## RESALE OF PRODUCTS

The customer undertakes to comply with all applicable laws and regulations relating to the resale or export of our products, including economic sanctions, export controls and trade embargoes.

The customer shall not carry out any of the above activities, directly or indirectly, with an entity located or registered in a sanctioned jurisdiction, nor with any individual or organisation listed on a sanctions register or acting on behalf of such persons.

## WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)

(Article R.543-171-1 of the French Environmental Code)

The user is responsible for, and bears the cost of, the disposal of waste electrical and electronic equipment (WEEE) in accordance with Article 3 of Decree No. 2013-988 of 6 November 2013.

Where expressly agreed in the sales contract, Dominique DUTSCHER shall organise the collection and treatment of professional WEEE placed on the market after 13 August 2005, in accordance with Article 8 of Decree No. 2005-82. In such cases, the end user shall inform Dominique DUTSCHER when the equipment reaches end of life or is to be replaced. Collection and treatment services will be invoiced to the end user.

## WARRANTY

The warranty is strictly limited to the repair or replacement of equipment recognised as defective.

To benefit from the warranty, the buyer must submit a written claim and allow us full access to inspect the defect and carry out remedial work. The buyer must refrain from repairing or having the equipment repaired by third parties without our prior written consent.

The warranty excludes damage resulting from force majeure, normal wear and tear, deterioration, accidents, negligence, lack of supervision or maintenance, or improper use not in accordance with our specifications.

We disclaim all liability for accidents that may occur to customers or third parties during receipt, installation, use or repair of the delivered equipment.

## SPECIFIC CASE OF FREEZERS AND REFRIGERATORS: LIABILITY

In the event of a malfunction of a freezer or refrigerator, Dominique DUTSCHER shall not be held liable for any loss of stored samples.

Our liability shall be strictly limited to execution of the warranty and repair of the appliance itself.

For the storage of valuable samples, Dominique DUTSCHER strongly recommends the installation of a temperature alarm connected to a monitoring system.

## MODIFICATIONS

The dimensions indicated in our catalogues or price lists may be modified without prior notice and always include a tolerance. Product photographs are non-contractual, and products may be modified between catalogue publication and market release.

We may also discontinue certain product references. In such cases, we shall not be obliged to supply discontinued items or products with previous specifications.

## JURISDICTION

In the event of any dispute, exclusive jurisdiction is expressly assigned to the courts of Strasbourg.

Any order automatically implies full acceptance by the buyer of the above Terms and Conditions, notwithstanding any contrary provisions in the buyer's general purchasing conditions.