

## GENERAL SALES CONDITIONS FOR FRANCE

**1. Orders can be addressed as follows**

Milian France SAS  
 13, Chemin du Levant  
 01210 Ferney Voltaire  
 Tel. : + 33 (0)4 50 40 68 87 - Fax : + 33 (0)4 50 40 73 04  
 Email : france@milian.com

**2. Orders / Deliveries**

All orders with a value over 300 Euros ex VAT are delivered carriage and packaging paid.  
 For all orders ranging from 100 to 300 Euros ex VAT, then an additional charge of 20 Euros ex VAT will be billed to cover carriage and packaging.

For all orders with a value less than 100 Euros ex VAT, then an additional charge of 75 Euros ex VAT will be billed to cover carriage and packaging.

All deliveries are made at the risk of the recipient, including deliveries with carriage paid. Our goods are delivered using the method that would appear to be the most suitable for the requirements of the customer.

Express deliveries are carried out within 24 hours and incur additional express delivery fees (actual costs).

For larger and special volume deliveries, delivery delays and terms and conditions will be mutually agreed.

It is the duty of the purchaser to carry out a quality and quantity check of the goods in the presence of the carrier, so that any reservations or other comments can be made, where necessary, on the transportation receipt. The application of this procedure is an indispensable condition for the consideration of claims by Milian France.

**3. Pricing**

The prices applied are indicated on the Milian France price list in Euros, ex VAT, and may be subject to changes.

Milian France reserves the right to change the prices of its products without prior notification, mainly in line with increases in customs charges, fluctuations in foreign exchange rates, or even supplier pricing.

Up-to-date prices are available on the Internet : [www.milian.com](http://www.milian.com) or call us on: +33 (0) 4 50 40 68 87

**4. Payment**

Payment is due 30 days net, without a discount, via online bank credit.

In the event of a delay in payment, Milian France may suspend the completion of pending orders without prejudice and apply penalties for late payment at the interest rate of the European Central Bank + 11%.

Goods delivered shall remain the property of Milian France until full payment of the above and of any associated charges.

**5. Quotations**

Unless otherwise agreed, our offers are valid for 3 months from the date of submission. To ensure application of our offers, the number and the terms and conditions of the offer must be mentioned on the order (order no. reference).

The specific information and images of the articles featured in the catalogue are not binding and may be subject to changes.

Regular updates associated with these changes can be viewed on our internet site [www.milian.com](http://www.milian.com).

**6. Complaints / returns/ returning goods**

Returns for exchange or for other reasons are only accepted after prior agreement.

Special orders and out of catalogue items can not be returned or exchanged.

Items that do not match or were ordered in error will be accepted for return within a period of 10 days from the invoice date:

- a Returns will only be accepted with prior agreement
- b For returns, the Milian France return quotation must be accepted by both parties.
- c Milian France will only replace or credit goods that were delivered incorrectly or are clearly faulty.
- d Returned goods must match the sales units invoiced by Milian SA and must be in their original packaging (identification and traceability).
- e Damaged/used or labelled packaging can not be returned or credited.
- f Used or damaged items can not be returned, credited or exchanged.
- g If the sterile packaging of items has been opened or labels are missing the goods can not be returned or exchanged.
- h Catalogue items ordered in unusual quantities that need to be returned can only be returned under the specific terms agreed with our supplier, minus costs.
- i All returns will be postage paid.

**7. Liability**

Our liability is limited to the quality of our products. If a product's quality is unsatisfactory only its value will be replaced. Milian France rejects all liability and/or effects from faulty materials.

We reject all liability for all damage incurred, especially if it results from non-adherence to user instructions or other improper use or operation of a product.

Each operator or user of our products must be made aware of the safety instructions relating to the product's use before using it. He is responsible for all risks relating to improper use and is liable in full for any damage that may occur to a third party.

**8. Circumstances beyond one's control**

In case of strikes, war, exceptional climatic events, accidents or failure from a third party, Milian France is not bound to his delivering obligations.

**9. Validity**

The General Terms and Conditions of Business are valid from 1.07.2004 and replace all previous directives and regulations.

**10. Place of jurisdiction**

The General Terms and Conditions of Business are subject in full to the french law. Court responsible: Lyon.



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