

GENERAL EXPORT SALES CONDITIONS

1. Orders can be addressed as follows:

Milian sa
Rue Emma-Kammacher 11 - CH-1217 Meyrin 1
Genève - Case postale 377
Tél. : + 41 (0)22 884 16 00 - Fax : + 41 (0)22 884 16 16
E-mail: milian@milian.com

2. Orders / Deliveries

Our deliveries are either dispatched by truck or post from our warehouse. If merchandise is available from stock, items are dispatched within 24/48 hours.

Express deliveries are dispatched within 24 hours at an additional express charge.

For important or unusual quantities, the delivery periods and/or conditions are to be agreed mutually.

We reserve the right to change orders that do not match the standard packaging.

For all orders under CHF 500.-, a fee of CHF 100.- (EUR 65.- or US\$ 80.-) will be charged as a participation for the process, handling and administration fees.

All export prices and/or quotation do not include freight, unless otherwise mentioned on the order confirmation and/or Pro-Forma invoice.

Upon receipt of a purchase order, the customer will receive a purchase order confirmation. If Milian SA does not hear from the customer with 5 working days from the date of confirmation, Milian SA will assume its terms and conditions are accepted and merchandise will be shipped.

All deliveries, including post-paid deliveries, are made at the risk of and chargeable to the recipient.

New export Customers :

New export customers, are required to pay in advance the first three (3) orders upon receipt of a Pro-Forma invoice.

The merchandise will ship from Milian SA once payment in advance is received in full.

Once the business relationship is established, customers will benefit from a 30 days payment terms from the date of invoice.

3. Delivery deadlines

If permitted by the on-hand stock the Milian catalogue items will be delivered within 24/48 hours. The delivery period for any outstanding deliveries is stipulated on the invoice and/or order confirmation. The planned delivery periods are provided for information purposes only.

4. Price

The prices applied are found in the Milian pricelist, exclude VAT and may be subject to change.

5. Payment

Payment within 30 days and no discount.

6. Quotations

If nothing further has been agreed our quotations are valid for 3 months from the date of issuance. The quotation number and conditions must be stated when ordering to ensure the quotation is taken into account. (The quotation number is found in the rubric).

7. 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 SA return quotation must be accepted by both parties.

c Milian SA 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 or credited.

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.

8. 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 SA 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.

9. Validity

The General Terms and Conditions of Business are valid from 1.02.2004 and replace all previous directives and regulations.

10. Place of jurisdiction

The General Terms and Conditions of Business are subject in full to Swiss law. Court responsible: Geneva.



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