



## General sales conditions for UNITED STATES and CANADA

### 1. Orders can be addressed as follows :

**Milian USA**  
**1000-B Taylor Station Road**  
**Gahanna OHIO 43230 USA**  
**Tel: (614) 416-1600**  
**Fax: (614) 416-1636**  
**Toll free: 1-800-321-791**  
**E-mail: info@milian-usa.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.

Please include catalog number, quantity number and purchase order (if applicable) on all orders. Please include ship to, bill to and contact information on all orders.

If not requested by customer, Milian USA reserves the right to choose the best mode of transportation for delivery of product.

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 \$50, a fee of \$25 will be charged as a participation for the process, handling and shipping charges.

All shipments are FOB unless otherwise agreed upon between our two parties.

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

### 3. Pricing

The prices applied are found in the Milian price list and do not include taxes.

The prices listed on the Web Site, Catalogs and other printer materials are indicative only and are subject to change without advance notice.

### 4. Online Price Policy

Despite our diligent efforts, a small number of items in our web site may be incorrectly priced. Rest assured

that we will verify all prices as part of our shipping procedures and provide you with correct pricing in your order confirmations. We apologize in advance for any inconvenience you might experience. Thank you.

Milian® reserves all rights to correct any errors in the online system prior to shipping and billing.

If you suspect an error in pricing, please contact our Customer Service Department: milian@milian.com.

### 5. 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.

### 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 15 days from the invoice date and 30 days from return authorization.

- Returns will only be accepted with prior agreement and with an authorization return number.

- For returns, the Milian USA return quotation must be accepted by both parties.

- Milian USA will only replace or credit goods that were delivered incorrectly or are clearly faulty. All other returns are subject to a 20% restocking fee.

- Returned goods must match the sales units invoiced by Milian USA and must be in their original packaging.

- Used or damaged items can not be returned or credited.

- If the sterile packaging of items has been opened or labels are missing the goods can not be returned or exchanged.

- 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.

- COD returns will not be accepted, without prior approval.

### 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 USA 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 our products.

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/She 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. Validity

The General Terms and Conditions of Business are valid from 1.07.2008 and replace all previous directives and regulations.

### 9. Place of jurisdiction

The General Terms and Conditions of Business are subject in full to Columbus Court, Ohio USA.



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