

General Conditions of Sale

1. ACCEPTANCE OF ORDERS

Orders addressed directly by our clients are binding for our Company after receipt of a written confirmation by letter, fax or email only.

2. DELIVERY SCHEDULES

The delivery dates stated in our order acknowledgements are given for information only, and possible delays do not entitle the purchaser to cancel the sale, to refuse delivery or to claim damages.

3. FORTUITOUS EVENTS AND FORCE MAJEURE

The Company is discharged of delivery obligations in all fortuitous events and force majeure; are notably considered fortuitous events: general or partial strikes, flooding or fire damages, etc...

4. TRANSPORTATION

Unless provisions are made otherwise, all goods purchased are transported at the expense of the customer.

5. INVOICING

Unless otherwise agreed, our products, services and analysis are invoiced on the basis of the prices prevailing at the date on which the order was accepted by ALGADE.

6. CORRESPONDENCE

Any correspondence relating to services or products must bear the corresponding quote reference.
Any changes from the original quote must be consigned in a written document, either at ALGADE's initiative or the customer's.
Each proposal has a page with a "signed and agreed" box which can be completed and returned if an official order is not required for invoicing.

7. METHODS OF PAYMENT

Unless otherwise agreed, our invoices are payable at Bessines-sur-Gartempe 45 days (end of month) from date of invoice. The due dates stipulated in our invoice are final: any delay in payment will incur the payment of interests at the legal rate of increased by 1% as of right and without prior notice. In the event of delay in payment, we reserve the right to suspend or cancel the outstanding orders without prejudice to any other recourse. It is expressly stipulated that in the event of failure to pay one instalment on the normal due date, the outstanding balance will become payable immediately and as of right, fifteen days after notice has been communicated by recorded delivery letter without any resulting payment.

8. CHOICE OF RESIDENCE AND JURISDICTION

ALGADE's choice of residence is at its Registered Head Office. In the event of a dispute relative to the performance of a sale contract, or to the payment of the price, as well as in cases of interpretation or implementation of the stipulated clauses and conditions indicated above, the Commercial Court of Limoges will have sole jurisdiction, whatever the place of delivery, the accepted method of payment and even in cases of appeal, of guarantee or of multiplicity of defendants. With the exception of special and written agreements, any order automatically carries the acceptance by the purchaser of our general conditions of sale, notwithstanding any derogatory stipulation figuring in his/her own general purchasing conditions.

9. CONFIDENTIALITY

Under no circumstances will ALGADE communicate with a third party without prior notice on all or part of the details relating to the work it has been entrusted to carry out. ALGADE's personnel are bound to professional confidentiality.

10. OWNERSHIP RESERVE CLAUSE

The seller expressly reserves ownership of goods delivered and specified hereinafter, until total payment of their price in principal and interest has been received.

In the meaning of this clause, the simple issue of a document creating an obligation to pay does not constitute payment.

Failure by the purchaser to pay one single instalment of the price on the agreed due dates and fifteen days after notice has been given by simple recorded delivery letter without any satisfactory result, the present sale will be annulled as of right if the seller sees fit.

Return of goods

In the event of any disagreement concerning the terms for the return of goods, return can be obtained by provisional order of the President of the Commercial Court of Limoges to whom both parties expressly give competence. The same decision will appoint an expert for the purpose of assessing the condition of the returned goods and to assess its value on the day of its return: on this basis, the accounts of both parties will be cleared without prejudice to the eventual payment of damage and interest which could be due by the purchaser in compensation for the damage suffered by the seller as a result of the cancellation of the sale.

Legal settlement or liquidation of the purchaser's assets

In the case of legal settlement or liquidation of the purchaser's assets, and in accordance with the provisions of the Law n° 80335 of May 12th 1980, claim on the goods can be made for a period of six months from the publication of the judgement opening the proceedings.

Transfer of risks

As the goods remain the property of the seller until payment of their full price has been received, it is expressly forbidden for the purchaser to resell them or to convert them. However, and as a simple concession, the seller authorizes, here and now, the purchaser to resell or to convert the goods specified subject to the purchaser allowing the seller, prior to any resale or any conversion, a pledge on his business assets up to the amount of the outstanding balance.

In the case of resale of the goods, the purchaser must give prior notice to the seller, and supply him with all useful information which will allow him to exercise his right to claim on the price with regard to the third party purchaser.

11. CONTRACT GUARANTEE FOR EQUIPMENT

Contract guarantee is 12 months, unless otherwise specified in the commercial proposal, and is effective from the day on which the equipment leaves our premises. This guarantee will apply only to operational defects which appear during the period stipulated in the contract. It will provide cover only in those cases where equipment has received normal use.

The guarantee will not apply to faults caused after the equipment left our premises, notably in the case of bad maintenance, or bad installation, or repairs carried out in an unsatisfactory manner by the purchaser. The guarantee is limited exclusively to the replacement of parts recognized as being defective by guaranteed genuine spare parts.

In order to be able to invoke the benefit of this guarantee, the purchaser must inform ALGADE without delay and in writing about the faults which have appeared in the equipment sold. The purchaser must allow the company to make the necessary investigations so that ALGADE can remedy to the situation.

The seller will not be liable for any compensation to the purchaser in respect of accidents to persons, of damage to property separate from the subject of the contract or for any loss of earnings.

Unless special contract conditions specify otherwise, the costs incurred in returning the equipment to our premises will be borne by the purchaser.

Repairs under the terms of the guarantee are carried out in our own workshops only.

12. SPECIFIC PROVISIONS FOR LABORATORIES

Goods sent or deposited on ALGADE's sites by the customer travel at his own risk, whatever the chosen mode of transportation. In particular, ALGADE reserves the right to refuse the delivery or to express reservations on the goods if the conditions of transport or packaging are not satisfactory, taking into account the work to be carried out: defective packaging...

A quotation, even it has not been returned signed by the client, is considered as accepted if samples are sent with a request for analysis on the basis of the aforementioned quotation.

Reports are generated with the software LIMSTM, DOSIM, DOSPER and DPR2, which require authentication from the user with an ID and password. The name, position and electronic signature of the person validating the report will be appended.

Analysis reports created with LIMSTM are sent by e-mail, the message and its attachments are confidential and addressed exclusively to its recipients.

These recipients are communicated by the client, under his responsibility. Any use of this message not compliant with its destination, any distribution or publication, total or partial, is forbidden, unless express permission has been given. As Internet cannot guarantee the integrity of this message, ALGADE declines all responsibility with regards to the message, should it be modified, altered, deformed or forged

13. PROVISIONS SPECIFIC TO ONLINE SALES

Item description

Only items available in the shop are covered in this section. Descriptions of the items offered are available on the site. The price of the item is indicated as well as the amount of delivery costs and VAT (20% rate). ALGADE does not offer second-hand items.

Method of payment

The authorised methods of payment are bank transfer, payment by cheque and payment via the PayPal electronic wallet or by bank card. There are no additional charges using a different method payment.

In the case of payment by bank transfer or cheque, the order will only be dispatched once the funds have been received in ALGADE's bank account.

Delivery times

If no date is given, delivery must take place no later than 30 days after the online order. In the event of a delay, the customer request cancellation of the order placed and request reimbursement. ALGADE then has a period of 14 days to reimburse the customer.

Right of withdrawal

The customer a right of withdrawal (article L. 221-18 of the French Consumer Code) to cancel an order placed online within 14 days, without having to justify their decision and without incurring any costs other than the cost of returning the goods.

The period runs from the day after receipt for the sale of goods and from the conclusion of the contract for the provision of services. It can be exercised by sending a request for withdrawal by e-mail (algade@algade.com) or by post (ALGADE, avenue du Brugeaud 87250 Bessines-sur-Gartempe) in the case of a distance contract.

ALGADE does not cover the cost of returning goods.

When ALGADE is informed of the customer's decision to withdraw, ALGADE shall have a period of 14 days to reimburse all sums paid.

The consumer's right of withdrawal applies only once and is not revived each time the contract is renewed.

Exceptions to the right of withdrawal: any product that has been dismantled, unsealed and/or damaged is not subject to the right of withdrawal and therefore be reimbursed.

Right of withdrawal

The customer a right of withdrawal (article L. 221-18 of the French Consumer Code) to cancel an order placed online within 14 days, without having to justify their decision and without incurring any costs other than the cost of returning the goods.

The period runs from the day after receipt for the sale of goods and from the conclusion of the contract for the provision of services. It can be exercised by sending a request for withdrawal by e-mail (algade@algade.com) or by post (ALGADE, avenue du Brugeaud 87250 Bessines-sur-Gartempe) in the case of a distance contract.

ALGADE does not cover the cost of returning goods.

When ALGADE is informed of the customer's decision to withdraw, ALGADE shall have a period of 14 days to reimburse all sums paid.

The consumer's right of withdrawal applies only once and is not revived each time the contract is renewed.

Exceptions to the right of withdrawal: any product that has been dismantled, unsealed and/or damaged is not subject to the right of withdrawal and therefore be reimbursed.