

General Conditions of Sale and Delivery EPTES SARL, Vevey, Switzerland

Valid from 1 January 2017

The following terms of the General Conditions of Sale and Delivery shall apply in relations to business with entrepreneurs, corporations and companies. Eptes Sàrl supply exclusively entrepreneurs, companies and corporations. Consumers will not be supplied. All our products are to be used exclusively for research and development purposes.

Validity of our General Conditions of Sale

These General Conditions of Sale and Delivery have an exclusive validity. They apply to all future orders, even if they are not referred again.

The terms and conditions of the customer contrary to our General Conditions of Sale and Delivery are only valid if we have expressly approved their validity in written form. The customer recognizes our present General Conditions of Sale and Delivery, even if an order is executed without any express reservation in knowledge of the general conditions of business of the customer which are contrary to the present General Conditions.

Sale and conclusion of contracts

Unless otherwise agreed, our offers are valid for 30 days from their date of issue. To be applicable, the number and the conditions of the offer must be imperatively recalled at the time of the order (N ° of the offer in ref.).

Goods deviations from catalog specifications

We reserve the right to make minor commercially accepted changes and reasonable discrepancies in the merchandise or design, in relation to the specifications contained in our offer.

Prices

Our prices are valid for each order and it is indicated without VAT and might be subject to change.

The prices indicated in our catalogs or on our website are not up to date. They may vary and depend on our suppliers. Only the price confirmed directly by email or in the offer will be valid.

Payment

The payment period is indicated in the invoice and could also be at the order, before delivery or at the delivery. Deductions, discounts or special offers are only permitted if they have been agreed in writing or expressly on the invoice and the deadline is respected.

Default in payment

In case of late payment, Eptes might suspend the execution of orders in progress without prejudice, and apply penalties for delay at the rate of 5%. The goods delivered shall remain the property of Eptes until full payment of the goods and related costs.

Return of goods

Any return for exchange or other reason (s), must be the subject of a prior agreement between Eptes and the customer. Customized orders and non-catalog items will not be taken back, exchanged or credited. Standard items that are inappropriate or ordered in error are returned within a period of 7 days from the shipment date, subject to the following conditions:

1. Eptes shall replace or credit only the merchandise delivered by mistake or clearly defective. Returns are not accepted without prior agreement of Eptes.
2. In case of return of goods, an offer of return by Eptes must be validated by both parties. An administrative fee may be charged.
3. All returned merchandise must contain the original description in good condition, as well as the original packaging.
4. Goods whose packaging is damaged or bearing inscriptions, labels or others will not be returned, credited or exchanged.
5. Items used or damaged will not be taken back, credited or exchanged.
6. All returns will be prepaid.

Liability

Our products are intended for use in the laboratory and for research purposes only. The customer is obliged to apply the laboratory guidelines of the Chemical Industry Trade Association to our products. Our responsibility is limited to the quality of our products. In case of insufficient quality of a product, only its value will be replaced. Eptes disclaims all responsibility for the consequences in the case of defective goods. Eptes disclaims all liability for any damage, in particular due to non-compliance with instructions for use, storage conditions or other non-conforming and inappropriate use of a product. The user of our products should be aware of the health and safety conditions of use of the products before use. He assumes all risks associated with the use and in particular the improper use of the product and he is entirely responsible for the possible damages likely to be produced to a third party.

Validity

These general terms and conditions are valid from 01.01.2017 and replace all previous directives and provisions.

Competent Jurisdiction

In case of dispute, only the French version of this document is valid. The general terms and conditions of Eptes business are fully subject to Swiss law. The legal place of jurisdiction (For) is Vevey (Canton of Vaud).