

## ALCOR SYSTEM - Terms and Conditions

Valid from Jan 2015

ALCOR SYSTEM complies with the legislation in terms of distance selling and agrees to comply with its obligations to the best in the field. By purchasing by us, you agree to the following sale terms and conditions contract.

In the next statements,

« We » or "us" is referring to ALCOR SYSTEM

« You » or "yours" is referring to the customer/purchaser

### Article 1) Orders:

You can place orders and validate them by e-mail. There is no minimum order amount. Only complete and signed orders will be accepted and will be considered as a contract. Emails replies can serve also to validate the command. It does commit ALCOR SYSTEM if it contains no errors or no anomalies in the name and price of the products.

### Article 2) Shipping:

Products in stock are shipped within shortest possible time by mailing or any other appropriate means. In case of delay of manufacture and / or purchase, you will be notified of the shipping time. In the event of unavailability of a product after placing your order, we will inform you by email or by mail upon receipt of the information from suppliers on the quotation. If delays are too large, or product not available, your order could be canceled upon mutual agreement and you will be reimbursed if you have been previously charged by ALCOR SYSTEM. This latter does not reimburse bank transfer fees.

### Article 3) Prices:

ALCOR SYSTEM reserves the right to modify its prices at any time, however the products will be billed based on rates in effect at the time of registration of the order. Prices are quoted excluding taxes (VAT). VAT must be paid for any customer in France, or within European Economic Community, except for customer having a valid VAT number. ALCOR SYSTEM collects VAT and is registered as FR 57 387852478.

### Article 4) Payment:

For all customers, Paypal transfer are accepted only for amount less than 500€ and all fees bound to the customer.

- For customers in France, the best payment form is a check from a metropolitan French bank. Bank wiring or postal money order can also be used. A bank RIB ("Relevé d'Identité Bancaire") can be sent to you upon request. In case of a partial payment upfront, it will be banked at the time of the order and the remaining will be banked at shipping time. Before leaving our facilities, the product must be totally paid by the customer including shipping costs and bank fee transfer if any.

- For other customers (outside France), the full amount or at least 50% should be paid at the time of the order. Before leaving our facilities, the product must be totally paid including shipping costs and bank fee transfer if any. The preferred payment mean is bank wiring. An International Wiring Account number (IBAN or BIC) will be sent to you upon request or within quotation. All bank fees, customs fees are bound to the customer. No Western Union (or such similar money transfer schemes) bank transfers will be accepted.

- Some company or administration can request for their own purchase/sales conditions (delay in payment for instance, or payment upon reception). We will find together the best trade off, before order will be placed, and agree together on payment conditions. This is not possible for sales involving private persons.

### Article 5) Property rights:

Products, delivered by ALCOR SYSTEM, remain our property until full payment of the invoice. Legal interest, reminder and administrative expenses bound to payment delay could be charged to the customer. Products, returned back to us, due to payment fault may have their value reduced depending on their condition.

### Article 6) Non-binding characteristics:

Information, datasheets, technical data, images and prices are given as indicative and are not binding before any order validation or a quote is sent, and are subject to potential mistakes, in that case ALCOR SYSTEM may ask for additional money to bring to product to its original state.

### Article 7) Intellectual rights:

All texts, comments, documents, illustrations and images produced on our <http://www.alcor-system.com> website are worldwide copyrighted.

Following legal terms regarding intellectual property, only private use is authorized. Any reproduction partial or full without written consent is strictly forbidden.

### Article 8) Responsibility

Products comply with French legislation currently applicable. ALCOR SYSTEM could not be liable in case it does not comply with the local legislation where the product is shipped and/or sold to. Customer has to verify with local authorities that products can be imported and used within the customer's country. In case of purchase in a professional context, ALCOR SYSTEM could not be held responsible for any direct or indirect damage bound to loss of revenue, loss of profit, loss of any business activity which could arise from purchasing our products. In all cases, ALCOR SYSTEM products are not designed, intended or authorized for use as components in systems intended for surgical implant into the body, or other applications intended to support or sustain life, or for any other application in which the failure of the ALCOR SYSTEM product could create a situation where personal injury or death may occur.

### Article 9) Applicable rights:

This contract is subject to French law. The terms of the contract are in French language and this translation is provided as a courtesy. In case of disputes the court of St Etienne (France) will be qualified, and the French courts will have exclusive jurisdiction.

**Article 10) Warranty:**

All products sold have a one year warranty against manufacturing defects. Warranty times starts up when customer has received the invoice. Warranty does not cover any third party product attached or used with our products. Warranty amount will be limited to the product's price. Warranty is not applicable in case of misuse, lack of maintenance, intentional or not intentional damages due to the customer. For return, and, in all cases, the shipment fees must be paid by the customer. In case of effective product failure and reparation by ALCOR SYSTEM, the shipment fees, for returning the product back to the customer, will be paid by ALCOR SYSTEM. This latter has the choice to select the most appropriate shipment company and insurance in case of product value greater than 150€. If no repair occurs, and/or if the product is compliant to the specifications, the shipment fees to return the product back to the customer are bound to this latter.

**Article 11) Money refund:**

Our products can be reimbursed within 15 calendar days upon customer receipt, except all software products. An e-mail or a standard mail shall be sent to ALCOR-SYSTEM explaining the reasons of reimbursement. The product shall be returned to ALCOR-SYSTEM in perfect conditions within 30 calendar days, and without any missing accessories. Reimbursement will occur within 15 calendar days upon product receipt. ALCOR-SYSTEM is not liable for delays in bank transfer. In case of product being damaged (by the customer and/or during shipment), the reimbursed fund will be reduced to the value required to put the product back to its original state, when the product left our facility toward the customer. All shipping costs will remain at the charge of the customer (from ALCOR SYSTEM to customer, and from customer to ALCOR-SYSTEM).

**Article 12) Customer service:**

We are available to reply any question or request by phone: 04.77.30.40.57 (+33.477.30.40.57 outside France) or by email: [sales@alcor-system.com](mailto:sales@alcor-system.com)