

Preamble

These general terms of sale shall apply in all cases, unless BCM has explicitly agreed otherwise. The placing of an order shall imply formal and unconditional acceptance of these terms, which shall take precedence over any clauses to the contrary contained in client letters and orders.

Clause 1: Intellectual property

BCM retains ownership of all the Intellectual property in its projects, which may not be either passed on or developed without written authorization. BCM remains the owner of all studies and all documents issued or sent to the purchaser. They must be returned if requested.

Clause 2: Orders

BCM reserves the right to refuse an order if it so wishes. For information on the minimum order, see the negotiated terms. In order to make changes to orders, prior agreement in writing must first be obtained. Any such changes may lead to alterations in the price and in the method of execution. In the event that an order is cancelled, BCM may avail itself of the right to keep, by way of damages and interests, the amounts paid by the customer.

Clause 3: Prices

BCM's terms of payment shall be communicated to customers on request. The prices are stated in Euros. The prices of the merchandise sold are those in effect on the day the order is taken. They are calculated without including tax and without including the costs incurred by changes to orders. They will have VAT added to them if applicable.

The shipping costs and customs fees applicable on the day of the order will be re-billed at cost.

BCM reserves the right to change its rates at any time. It undertakes, however, to invoice the merchandise ordered at the prices indicated at the time the order was placed.

Clause 4: Discount

No discount will be awarded in the event of early payment.

Clause 5: Means of payment

Payment for orders shall be effected by bank transfer. For all first-time orders, payment in cash will be requested.

In other cases, orders shall be payable in full at the seller's address within thirty (30) days net of the invoice date. Bills shall be issued by the seller on the date the products are made available.

Clause 6: Late payment

If payment is not made by the due date, BCM reserves the right to cancel any order or part of an order being processed, and the customer shall not be entitled to claim any damages or interest in respect thereof.

Any delay in payment shall lead to penalties being incurred at a rate of 12% pursuant to law 2008-776 of 4 August 2008. This penalty is calculated on the 'all taxes included' amount of the sum remaining due, and shall apply from the date the price falls due until such time as the bills have been paid in full, without advance notice being required.

Pursuant to law No. 2012-387 of 22 March 2012 - art. 121, a fixed indemnity payment of 40€ will be applied.

If the costs of recovery are greater than this fixed indemnity payment, the client shall compensate BCM for all the costs of recovery.

Clause 7: Delivery

Delivery shall be deemed to be effected from our manufacturing site in Tullins (38). In all cases, our merchandise shall be transported at the risk of the recipient, even when sold as against-payment goods. For delays, damages, missing items, etc., the recipient shall only have recourse against the shipper, if, and only if, reservations were expressed on receipt. In order to be admissible, all claims must be confirmed by the shipper within 48 hours of receiving the merchandise, by registered post. Any other claims must be transmitted within 10 days, to the company's head office.

The delivery periods are given as examples only; delays in delivery may not, under any circumstances, result in an order being cancelled, or in any compensation being paid.

Orders will be rebilled at cost price.

Clause 8: Returns

Products may not be either returned or exchanged except with the express agreement of BCM.

The costs of return and the associated administrative costs, as well as all risks, shall be borne by the customer.

Clause 9: Receipt and non-compliance

The client shall notify the seller in writing about any aspect of the goods supplied which does not conform with the specifications for the order, with fifteen (15) days of receiving the goods, by registered post with return receipt requested. The customer shall return to BCM, at its own expense and at its own risk, any merchandise which has an identifiable defect. It must be returned in its original packaging, intact and in good condition.

Clause 10: Traceability and Monitoring of medical equipment

The dental products sold by BCM belong are categorized as Medical Devices and are defined in article L.5211-1 of the Public Health Code and governed by the provisions set out in articles L.5211-1 and following. Through the application of the Public Health Code, the parties undertake to declare all incidents (articles L5212-2 and R5212-14), to be in a position to track the products to the standard of traceability demanded (article 5212-3), and to inform BCM about any claim made by consumers regarding the products sold.

Clause 11: Product recall

In the event of a product recall or a warning being issued to the public at the instigation of the public authorities or BCM, the customer shall cooperate fully with BCM in the application of the measures the latter decides to take, and must provide it with data pertaining to customers who may be in possession of the products in question.

The customer will bear all costs connected with product recall, unless it is proven that it was not to blame.

Clause 12: Packaging

Except under particular logistical circumstances, the products shall be delivered in "non-recyclable" packaging. The recycling and/or destruction of packaging shall be the responsibility of the customer.

Clause 13: Retention of ownership

The company BCM shall retain ownership of the items sold until such time as the purchase price has been paid in full. Thus, if the customer is subject to ongoing legal proceedings, BCM reserves the right to lay claim, in collective proceedings, and goods sold but not yet paid for.

Clause 14: Product guarantee

Pursuant to article 4 of decree n°78-464 of 24 March 1978, the provisions of these GTS may not deprive the buyer of the legal guarantee which requires professional vendors to guarantee him against all the consequences of hidden defects in the merchandise sold.

Clause 15: Liability

In all cases, the liability of the company shall be limited to the amount of the price of the material and products to which the damage is indirectly connected, and shall not cover indirect or immaterial damages.

The customer shall bear sole responsibility for the materials and products chosen. The customer, given its professional status, must verify the terms of use of the materials and products (particularly the precautions regarding use, conditions which mean it is not advisable to use the goods, warnings, expiry date).

The company shall not be held liable for any damage that is beyond its control.

Clause 16: Governing law, competence and choice of domicile

Any claim regarding the interpretation and execution of these general terms of sale shall be subject to French law.

In the event that an amicable resolution cannot be reached, the claim will be brought before the Commercial Court in the place where the company BCM has its head office.