



General Sales Terms and Conditions

Each order implies an unreserved acceptance of the following general sales terms and conditions, regardless of the clauses that may appear on the documents of the buyer, unless specifically agreed by SCALEO Medical.

1 - Purchase orders

The purchase orders must be dated and addressed to our sales department by e-mail (info@scaleomedical.com), by letter or by fax (+ 33 499 74 01 79), indicating the product, the place of delivery and the name of the buyer. The minimum order quantity is 250€.

2 - Prices

The prices on our offers and order confirmations are those of the current price list in date valid from the 1st of January until the 31st of December of the current year. Our prices are free of tax including packaging of our goods but excluding transport and installation of the equipment at the customers residents. SCALEO Medical reserves the right to modify its pricelist without any previous notice.

3 - Delivery dates

Our delivery dates are indicative for information only. Nevertheless, SCALEO Medical will use its best endeavors to meet these dates. Any delays cannot give rise any penalty or justify cancellation of an order.

4 - Transportation and delivery

Unless otherwise provided, all deliveries of goods are "Ex-Works Montpellier France" according to the Incoterm[®] 2010 of ICC. All taxes and supplement charges are to the buyer's account. SCALEO Medical is responsible for packing the goods and making them available at a designated location, its warehouse. Goods are therefore transported at the buyer's risk. It is incumbent on the buyer, unless agreed to the contrary, to bear all costs and risks relating to transport, whether transported by us or taken away by the buyer.

Any possible reserves must be sent to SCALEO Medical and to the hauler by registered mail with notification of receipt within 48 hours following the delivery.

5 - Payment terms conditions

Terms of payment are by Bank transfer before shipment of the goods or by Irrevocable and confirmed Letter of Credit based on Proforma invoice. No discount is granted for anticipated payment of invoices. Unless agreed by the financial department, an interest of 1% a month will be added to all over du payments. By convention, the transfer of ownership of the goods to the buyer is subject to suspension pending receipt of the totality of the payment.

6 - Guarantee

All damages caused to the equipment resulting from negligence, not following the instruction manual, accident, handling error maintenance and cleaning of the device with unsuitable products are excluded from guarantee. The guarantee starts from the Delivery Bill date. After the period of guarantee, all expenses will be at buyers charge included the spare parts and their costs of transport. Guarantee is 2 years for SCALEO Medical main products - 1 year for others products, accessories and spare parts - including batteries, slings, battery chargers, etc - unless otherwise specified on official documents.

7 - Maintenance and after sales

The buyer has to send back the defected goods for expertise and approval by SCALEO Medical Technical Department in order that the replacement parts could be provided. The fret charge for any defective goods returned will be met by the buyer. SCALEO Medical will meet the cost for refurbishing, packaging and reshipping.

8 - Materiovigilance

SCALEO Medical will send to the buyer all the necessary documents in relation to the equipment purchased (technical manuals, instructions for users, marketing documents, CE marks, etc...). In case of an accident or near accident with one of our products, please contact our quality production manager on +33 467 72 94 86. Should any equipment and product recalled, all customers need to insure post manufacturer traceability.

9 - Governing Law

In case of a dispute or if an amicable agreement cannot be reached and for all matters involving the validity, interpretation and application of these general sales terms and conditions, the jurisdiction of the court will be controlled by the French laws and where SCALEO Medical has its registered address: 34000 Montpellier.