

General Conditions of Sale of the Company



VERSION N ° 1 - Last Updated on Monday 17th July 2017

Each update replaces and cancels the previous version of the General Conditions of Sale.

PUL CONCEPT sells to professionals, such as laboratories and health practitioners (hereinafter referred to as the "Customer (s)"), orthodontic medical devices and accessories related to Products (hereinafter referred to as the "Products").

Customers may order Products from PUL CONCEPT, (i) by completing and sending a purchase order previously communicated by PUL CONCEPT or any other written document accepted by PUL CONCEPT (eg e-mail, fax) (Hereinafter referred to as the "Purchase Order"), (ii) by telephone at the following number: 02 54 75 54 80, (iii) on the website published by PUL CONCEPT and located at the URL www.pulconcept.com - web store part (hereinafter referred to as the "Site").

The purpose of these Terms and Conditions is to govern the terms of sale by PUL CONCEPT of Products to Customers by Order Form, by telephone, and / or on the Site.

Article 1 - GENERAL PROVISIONS

These Terms and Conditions are systematically addressed to or delivered to the Customer, or are systematically available to the Customer on the Site.

Consequently, ordering Products from PUL CONCEPT or accepting a quote from PUL CONCEPT implies full and unreserved acceptance by the Customer of these General Conditions and PUL CONCEPT tariffs.

The present General Conditions apply to the exclusion of all other conditions. They are drafted in French in their original version, which alone shall prevail over any other version.

All other conditions emanating from the Customer, provided that they are not in contradiction with the present, will be valid only if they have been accepted by PUL CONCEPT, in advance and expressly. They are indissociable from the current rates of the Products and cancel and replace any other general conditions previously issued by PUL CONCEPT or which may appear on documents or agreed by any means.

The General Terms and Conditions in force are those in effect on the day of the Customer's order, especially those posted on the Site. PUL CONCEPT reserves the right to adapt, modify or update these Terms and Conditions. In case of adaptation, modification or update, will be applied to the order, the General Conditions in force on the day of the latter.

The fact that PUL CONCEPT does not at any time exercise any prerogative recognized by these General Terms and Conditions or that it does not require the fulfilment of any stipulation of the agreement resulting from these conditions can under no circumstances be interpreted, nor as an amendment to the Contract, nor as an express or implied waiver of the right to exercise such prerogative in the future, or the right to require the execution of the undertakings hereunder.

Article 2 - ORDER OF PRODUCTS

The Customer may proceed with the ordering of Products either by means of an Order Form or on the Site.

In general, PUL CONCEPT reserves the right to refuse any order in case of previous incident of payment, insolvency, abnormal demand or bad faith of the Client, or non-respect of these General Conditions.

Any order sent to PUL CONCEPT, whether definitive or not, may not be withdrawn or modified by the Customer, unless PUL CONCEPT has given prior approval. In such cases, any payments made by the Customer to PUL CONCEPT will be definitively forfeited and the balance of the price remaining due, without prejudice to any right to compensation for any damage resulting from the modification or retraction of the order.

PUL CONCEPT declines all responsibility in the choice of the Product carried out by the Customer, and the characteristics of the latter.

Any order from PUL CONCEPT constitutes acceptance of the prices and descriptions of the Products.

When ordering, the Customer may make a telephone call with PUL CONCEPT to obtain information on the characteristics of the Products.

PUL CONCEPT undertakes in any case to honor the orders of Products within the limit of the available stocks. In the absence of availability of the Product, PUL CONCEPT undertakes to inform the Customer as soon as possible and propose to him, which the Customer already accepts and without reserve, a new period of receipt of the Product or Products concerned.

Orders sent during the closing periods of PUL CONCEPT on the occasion of the holidays will be dealt with at the reopening of PUL CONCEPT, so that PUL CONCEPT declines any responsibility for the processing time concerned.

2.1. By Order Form

The Customer sends the Order Form to PUL CONCEPT specifying in particular the exact name of the Product(s) concerned and their quantity, referring for this purpose to the list of Products transmitted by PUL CONCEPT or appearing on the Site.

Upon receipt of this order, PUL CONCEPT carries out its analysis and may, if necessary, solicit from the Customer additional information when it appears incomplete.

In the absence of express acceptance of the order by PUL CONCEPT within 5 days of its receipt, this will be considered as definitive.

2.2. On the site

The Customer places an order on the Site following the process provided for this purpose on the latter.

To place an order on the Site, the Client must have a customer account to which he connects during each order.

For this purpose, during a connection to the Site and at the latest on his first order on the Site if he does not hold a customer account, the Customer can proceed to the creation of his account, by filling in a form in line in this sense accessible on the Site, and choosing an identifier and a password.

These two elements must be filled in by the Client during each connection to his customer account on the Site.

After the creation of his account, a confirmation e-mail will automatically be sent to the Customer, summarizing the information entered, his username and password, and inviting him to click on a link to confirm the opening of its customer account. A message to that effect will be posted on the Site upon completion of the Client's opening of the account.

Its identifier and password are strictly personal to the Client, who must keep them secret and not transmit them to a third party. PUL CONCEPT declines all responsibility in the event of communication by the Client of its identifier and password to any third party.

PUL CONCEPT reserves the right to proceed as of right and without compensation to the deactivation of the account of the Client following the non-respect by the latter of these General Conditions or in case of fraudulent actions on his part.

In the event of non-compliance by the Client with the present conditions, the deactivation of the account will only take place after the sending of a notice remained ineffective for more than 15 days.

Once connected to his account, the Customer makes his order by selecting the Products from the list of Online Products accessible on the Site and following the process provided on the latter.

Once the Products of his choice are selected on the website, the Customer has the possibility to check the detail and the total price of his order, to correct any errors, to choose the method of payment of his choice from those offered, before validating the latter for its acceptance.

After accessing a summary screen, the Customer validates his order by clicking the "Confirm Order" button.

This action is assimilated to the handwritten signature referred to in Articles 1174, 1359 and follows the Civil Code and to the conclusion of an undertaking in electronic form within the meaning of Articles 1128 and follows the Civil Code. From this action:

The Customer confirms his / her order and declares to accept the latter, as well as the whole of these General Conditions fully and without reserve, and;

The order is considered final by a Customer and can not be called into question by the Customer unless PUL CONCEPT agrees.

2.3. By telephone

The Customer may order products by telephone by contacting the number assigned by PUL CONCEPT.

At the time of the call, the Customer must provide a set of information necessary to take account of his order: his identity, his contact details (address of domiciliation, delivery address if different from the address of domiciliation, e-mail address and telephone number (s)), the exact name and quantity of the products ordered with reference to that effect, and, where applicable, its intra-Community VAT number.

At the end of its call, PUL CONCEPT sends to the Customer at the e-mail address provided by him, a confirmation of his order containing all the details of it, in particular the Products ordered and its total price , and to which shall be attached a copy of these General Conditions.

Article 3 - FINANCIAL PROVISIONS

3.1. Price

The prices applicable to the Products are those in effect on the day of their order by Order form or on the Site.

They are indicated in Euros, and except for specific cases, excluding taxes and transport costs.

They are increased by the taxes in force on the day of their billing.

In all cases, all taxes, duties, fees or other benefits payable under the French or Community regulations or the national legislation of a country in which the Customer imports the Product(s) ordered or which the latter transit for the purpose of such importation shall be borne by the Customer.

PUL CONCEPT reserves the right to modify at any time the prices of the Products and any modification of price will be communicated at the latest within 15 days before their effective implementation.

Any additional product, complimentary, or supplementary to that ordered will be the object of a supplement of price.

Any promotional offers put in place by PUL CONCEPT are valid within the limit of their duration. They are personal to the persons to whom they have been addressed, who undertake not to communicate them to a third party.

3.2. Payment

The Products are payable in cash, in euros, at the head office of PUL CONCEPT within 30 days from the date indicated on invoices sent to the Customer by PUL CONCEPT for invoices less than 2000 euros. Above this sum, the Customer shall pay a deposit of 50 to 80%, according to PUL CONCEPT's wish, of the total amount of the invoice before the goods are sent.

The invoices are settled by bank transfer or cheque payable to PUL CONCEPT, except in other payment mode agreed with the latter.

For orders made on the Site only, the Customer may choose to proceed to their payment directly and at the time of their order on the Site by credit card according to the procedure provided on the latter. In this case, the price of the Products will be immediately debited from the bank account attached to the bank card used during the payment and an invoice in this direction will be addressed by PUL CONCEPT.

No discount will be granted in case of advance payment.

Any amount not paid at maturity shall automatically and without formalities entail (i) the application on the sums remaining due and until their complete payment, an interest rate of delay equal to 3 times the rate Of legal interest in force plus 5 percentage points; (ii) the payment of the amount of a lump-sum indemnity for recovery costs in the amount of € 40 if the collection costs are less than this amount, and in excess thereof, by an amount equal to the sums actually incurred By PUL CONCEPT to obtain payment of this sum.

The delay or total or partial default of payment will also cause PUL CONCEPT to immediately suspend any order in progress and to render as of right any outstanding debts owed by the Customer to PUL CONCEPT at any time Title.

Moreover, in the event of delay or non-payment by the Customer, PUL CONCEPT may automatically and without formalities to the exclusive damages of the Client resolve the contract resulting from these General Terms and Conditions but also all previous contracts even if the payment date has not expired. PUL CONCEPT also reserves the right to retain the payments and advances previously paid by the Client in any capacity whatsoever.

Finally, in the event of a payment incident, PUL CONCEPT reserves the right to retain the Products not paid and not yet actually delivered to the Customer.

Constitute a payment within the meaning of this Article, the actual making of the funds available to PUL CONCEPT.

Article 4 - DELIVERY OF PRODUCTS

PUL CONCEPT shall arrange for the delivery of the Products to the address indicated by the Customer when ordered by the carrier of his choice.

In general, any delivery period of the Products communicated by PUL CONCEPT is only for information purposes.

The delivery period of the Products will be extended in particular in the following cases, without this list being limiting: occurrence of events beyond the control of PUL CONCEPT, strikes or out of stock Products, in particular suppliers of PUL CONCEPT, any modification of the order previously accepted by PUL CONCEPT.

Any delay in the delivery of the Products can not justify any right of the Customer to cancel the sale, to refuse the Products, to apply penalties for delay, or to claim damages.

In any event, a delivery within the stated indicative delays can take place only if the Customer is up to date of his obligations with regard to PUL CONCEPT. This will start the delivery of the Products only if the Client is up to date of the payments of the sums due to PUL CONCEPT. Any delay by the Customer in his obligations will also involve a postponement of the obligations of PUL CONCEPT and, if necessary, the cancellation of the contract according to the reason.

Article 5 - PROPERTY RESERVE AND RISK TRANSFER

The Products are sold under the condition of ownership of PUL CONCEPT until full payment of their price and accessories (VAT, ...).

A payment within the meaning of this clause is not a mere delivery of a security that is an obligation to pay, such as remittance, or otherwise.

However, PUL CONCEPT authorizes the Customer to resell or use the Products subject to retention in the normal course of business. However, this authorization may be withdrawn automatically for all Products from the first default of payment of any due date by the Customer.

In case of seizure of the Products, or any other intervention of a third party on them, as well as in the event of legal redress or liquidation of the Client, the Customer is obliged to immediately notify PUL CONCEPT in order to put it in a position to exercise its rights.

Notwithstanding the application of this retention of title clause, the Customer shall bear the risk on the Products as from their issue in the hands of the Customer or his substitute decision maker.

Article 6 - CONFORMITY OF PRODUCTS

The number, quantity, apparent conformity and condition of the Products must be verified upon their actual receipt by the Customer, in the presence of the carrier; The costs and risks relating to the verification being borne by the Client.

Any reservation or dispute related to the conformity of the Products or relating to the missing and / or damage related to their

transport must be on the delivery note of the carrier and be confirmed to the latter in the conditions of Article L. 133-3 Of the Commercial Code by registered letter with acknowledgment of receipt accompanied by a copy of a copy of the relevant delivery note addressed within 3 days of receipt of the Products, with the exception of PUL CONCEPT reservations or claims.

The Customer must prove the existence of defects, anomalies or missing. PUL CONCEPT reserves the right to proceed as soon as possible to any verification of the Products.

Failure to comply with these conditions will result in the Products being deemed to be compliant and PUL CONCEPT cannot be held liable, the Customer being held liable for any damage suffered by PUL CONCEPT due to non-compliance with this procedure.

In the event of proven non-conformity, PUL CONCEPT will only be required to replace the Products concerned, to the exclusion of any liability or indemnity in any way whatsoever.

The Products will be replaced by identical Products. In the absence of replacement, their return will entail their reimbursement by the establishment of a credit on subsequent orders.

No return of the Products concerned is accepted unless it has been expressly agreed in advance by PUL CONCEPT.

In case of return, the Products concerned must be in perfect state of preservation and must be returned in their original packaging or packaging accompanied by the return voucher previously transmitted by PUL CONCEPT. They must be returned by the Customer within 8 days of their return authorization by PUL CONCEPT.

Failure to comply with these conditions may give rise, at the option of PUL CONCEPT, either to the refusal of the return of the Products concerned or to their resumption, with a penalty clause equal to 25% of the price before tax of the Products being taken over. The amount of the penalty clause may be offset against the amount of refunds made in respect of the takeover.

Unless otherwise agreed, the return of the Products shall be made "prepaid".

Article 7 - TRAINING BENEFITS

In addition to the supply of the Products, PUL CONCEPT can propose to the Clients, the follow-up of formation relative to the Products, in particular to allow them to understand the characteristics of the latter and the modalities of their use.

The Customer may order training by contacting PUL CONCEPT directly and according to the procedure provided for this purpose by the latter.

The training, if necessary, will be organized according to the terms and at the place agreed by PUL CONCEPT with the Client.

Unless otherwise agreed, this training is chargeable and will be invoiced by PUL CONCEPT in addition to the price of the Products ordered by the Customer.

The provision of such training by PUL CONCEPT shall be governed by these General Conditions, including the provisions of Articles 3 and 8.

Article 8 - WARRANTY AND LIABILITY

PUL CONCEPT undertakes to provide all necessary care and diligence for the execution of the Customer's order.

PUL CONCEPT will undertake a face-to-face commitment only with the Customer. Consequently, in the event of action by third parties, such as the Customer's subsidiaries, employees or customers, against PUL CONCEPT, the Customer shall guarantee PUL CONCEPT.

PUL CONCEPT guarantees the conformity of the Products with the standards and regulations applicable to the Products in France and within the territory of the European Union at the date of their sale.

In no event shall PUL CONCEPT guarantee the conformity of the Products sold with the specific standards and regulations applicable outside the territories situated outside the European Union.

It is therefore the Client's responsibility to ensure before placing an order for the conformity of the Products he intends to

acquire with the standards and regulations applicable in the territory of destination of the Products.

In this context, the Customer acquires the Products at his own risk and will not be able to engage the responsibility of PUL CONCEPT on the basis of the non conformity of the latter to norms and regulations outside the French territories and of the European Union .

In connection with the supply of the Products, PUL CONCEPT may issue notices relating to the Products, explaining in particular their terms of use. The notices are transmitted by PUL CONCEPT only for informational purposes and do not absolve the Customer from subscribing to follow-up training as envisaged in article 7 to apprehend the functionalities of the Products.

In general, PUL CONCEPT is bound only by an obligation of means in the performance of its obligations during the execution of an order for Products or any service agreed with the Client, in particular training such as Provided for in Article 7 above.

PUL CONCEPT can be searched only in case of fault proved by the Customer and attributable to PUL CONCEPT. In the absence of such proof, PUL CONCEPT declines all responsibility for the direct and indirect consequences of the Products and the services provided to the Customer.

PUL CONCEPT shall only be liable for material, foreseeable and direct damages suffered by the Customer, provided that the Customer furnishes proof of the fact that PUL CONCEPT is liable and, subject to any special stipulations or legal provisions, Or the fault of PUL CONCEPT is the cause of this prejudice. Indirect damages include loss of production, loss of profits, loss of customers and loss of opportunity.

Therefore, PUL CONCEPT cannot be held liable in any way:

Compensation for indirect damage, operating loss (s), productivity, earnings, branding, contract (s), investment (s), time, even if PUL CONCEPT has been advised of The possibility of such losses;
In the event of force majeure as defined in Article 10 below.

The liability of PUL CONCEPT is, however, expressly limited to the direct damages suffered by the Customer up to an amount equal to the sums actually received by PUL CONCEPT in respect of the Products or the service subject to the complaint.

In any case, the liability of PUL CONCEPT shall not be incurred and no compensation shall be payable in the following cases:

(Including any obligations incurred under the Contract resulting from these General Terms and Conditions) causing PUL CONCEPT to be materially unable to perform its obligations;

Use or installation of the Product (s). Installation and use of the Products are under the sole responsibility of the Customer, PUL CONCEPT intervening only for the supply of the Products;

In the event of a defect related to the normal wear and tear of the Products, the misuse of the Products, or their use under conditions other than those indicated by PUL CONCEPT, or at any other time;

Improper execution of the Customer's order resulting from the erroneous information transmitted by the Client and / or appearing in the documents, if any, communicated by the Client;

Improper evaluation of its needs by the Customer concerning the Products of which it has placed the order. As indicated in article 2 of the present, the choice of the Products ordered by the Customer is made under his sole responsibility, the Client having sole control of the definition of his needs. PUL CONCEPT executes the Customer's order on the basis of the Purchase Order transmitted by him and the information reproduced therein.

Article 9 - INTELLECTUAL PROPERTY

Any intellectual and industrial property of PUL CONCEPT, such as studies, plans, techniques, pamphlets, prototypes, works, models, improvements, patents, know-how on Products and brands and other distinctive signs, brought to the knowledge Of the Customer at the time of the sale of the Products, remains the exclusive property of PUL CONCEPT.

The Client does not acquire any proprietary rights in the intellectual and / or industrial property of PUL CONCEPT.

The Customer undertakes not to use, by any means whatsoever, directly or by a third party, the intellectual and industrial property elements of PUL CONCEPT without the prior written authorization of PUL CONCEPT fixing the conditions of use as well as the Financial operating conditions.

Unauthorized uses will be prosecuted and punished in accordance with applicable law, in particular as regards counterfeiting and unfair competition.

Article 10 - FORCE MAJEURE

In the event of the occurrence of an event of force majeure, PUL CONCEPT may suspend the execution of the orders and the liability of PUL CONCEPT can under no circumstances be incurred.

Any event beyond the control of the debtor of the obligation which cannot reasonably be foreseen at the conclusion of the contract, the effects of which cannot be avoided by appropriate measures and which prevents Performance of its obligation by the debtor.

This shall apply in particular to cases of war, riot, natural disaster, embargo, disruption of means of transport or means of communication, acts of government, changes in the regulations applicable to these General Conditions or Products, internal or external strikes, internal or external failures, and in general any event that does not allow the proper execution of orders.

If the case of force majeure persists for a period of 30 days from the date of its occurrence, PUL CONCEPT may, of its own right and upon written notice to the Customer, terminate the order for the Products concerned.

Article 11 - SUBCONTRACTING AND CO-CONTRACTING

PUL CONCEPT is free to subcontract or co-treat with the third party of its choice all or part of its obligations without having the obligation to notify the Client in advance or to ask its agreement.

Article 12 - INDEPENDENCE OF CLAUSES - TOLERANCE

If any of the clauses in these Terms and Conditions are held to be invalid or unwritten as being in breach of applicable law, the surplus hereof shall not be affected thereby and shall not result in the nullity of these Terms and Conditions entirety.

In case of difficulty of interpretation between one of the titles and the content of one of the clauses, the clause will prevail.

Article 13 - APPLICABLE LAW - COMPETENT JURISDICTION

These General Terms and Conditions and the sales of Products and contracts governed by them are subject to French law, excluding any international agreement.

All disputes relating to the validity, interpretation, execution of these general conditions and the sale of the Products and contracts governed by them shall be subject to the exclusive jurisdiction of the French courts of the city of Blois (Loir-et-Cher FRANCE), even in the case of summary proceedings and notwithstanding plurality of proceedings or parties, unless otherwise provided for by public policy.
