



dulis

LABWARE FOR YOU

AN EXTRAORDINARY
ADVENTURE

TERMS OF SALES

PRODUCTS

The consumables, equipment, devices and reagents marketed by DULIS are intended for research, control and analytical laboratories. Unless otherwise stated, our items are not medical devices, and are designed for in vitro applications only.

ORDERS

In order to avoid delivery errors, we would appreciate it if you would take care to describe your orders correctly: reference, description, dimensions, quantities, etc. Unless expressly agreed otherwise, each order implies acceptance of these terms and conditions. Any other clause on the customer's order form is null and void. We reserve the right to refuse certain orders, even without justification.

PRICES

The prices in the catalog are indicative, non-binding and subject to change without notice. Changes in the price of raw materials, currencies, our suppliers' prices and printing errors may require us to adjust prices during the year. The current and official price list can be consulted at www.dulis.be and www.dulis.nl. Prices are ex-factory, exclusive of VAT.

INVOICES

Our invoices are drawn up with the prices applicable on the date of receipt of the order. The customer reserves the right, at the time of notification of the new prices, discounts and conditions, to cancel all or part of an order that has not yet been delivered. The dispute of an invoice must be made within 7 days from the date of receipt of the invoice; the invoice is deemed to have been received within 3 days from the date indicated on the invoice. Otherwise, the dispute cannot be considered valid.

DELIVERY TERMS

A fixed delivery charge of 15 euros (excluding VAT) will be added to the invoice for all orders of less than 300 euros (excluding VAT). Deliveries to the floor of very bulky materials generate handling costs that we must charge for. An additional contribution to the costs of specific packaging, whatever the value of the order, will be invoiced (particularly for chemical products and dangerous materials, as well as for temperature-controlled transport). Please consult us.

PACKAGING

The packaging of our goods is handled with the utmost care. The fact that the carrier agrees to receive our packages proves that they offer all security guarantees and are therefore placed under the full responsibility of the carrier.

SHIPPING

Our goods travel at the risk of the recipient. It is the responsibility of the recipient to:

- check the condition and quantity of the products upon receipt and, if necessary, open the packages with a questionable appearance in the presence of the deliverer,
- in the event of damage or shortages, make a precise reservation on the transport ticket, specifying the nature and extent of the damage (noise of breakage, damaged packages, humidity, reference and quantity of missing products, etc.)
- confirm these reservations by registered letter addressed to the last carrier within 3 working days following the delivery.

Non-compliance with these formalities precludes any claim against the carrier. Inaccurate or systematic reservations, such as: «subject to unpacking», «subject to quantity and quality control» on the transport ticket, are void and have no legal value.

DELIVERY TIME

The delivery time is given as an indication and is not, in any case, a strict deadline. We decline any responsibility in case of delay or restriction of delivery. In no case the customer will be able to cancel the order or to claim damages or indemnities whatever they are.

PAYMENT

Our invoices are payable within 30 days of the invoice date. Penalties for late payment are calculated in accordance with the application of the law of August 2, 2002. Amounts not received by the due date shall, without any notice, bear interest at the rate of 1.5% per month or part of a month of delay in payment. Such interest shall be calculated and invoiced after full payment of the principal amount, depending on the date of receipt. The date indicated on the invoice shall be considered the date of dispatch. The amount of the fixed fee for collection costs is set at 40 euros. No discount for payment is granted. For new customers, prepayment is required for all first orders by email, or at www.dulis.be and www.dulis.nl.

RETENTION OF TITLE AND PENALTIES

The goods delivered to the buyer remain the property of the DULIS Company until full payment of the purchase price. However, the buyer is authorized to proceed with the resale before full payment, provided that the resale is carried out by the buyer on behalf of DULIS with the clause of reserve of ownership. In the event of non-payment of the goods on the agreed due dates, DULIS reserves the right to repossess the goods without any procedure. The transport and return costs are at the expense of the buyer without prejudice to a penalty clause of 15% applicable in all cases.

RETURNS

Returns are only accepted with our written agreement. However, certain specific products cannot be returned or exchanged (in particular chemical products, hazardous materials and products transported at controlled temperatures). The request for return authorization must be submitted to the head office of the company DULIS. Upon acceptance, the goods will be returned to Namur within two weeks postage paid, in the condition in which we delivered them and by the means of transportation recommended by us. If damage is found, the repair costs will be deducted from our credit notes. Products found to be defective will be replaced, credited or repaired at our option. Specially manufactured material or material not included in the current price list or catalog will not be returned.

RESERVED STOCKS AND SUBSCRIPTIONS

- reserved stock is a service offered; to enable us to ensure the continuity of this service, each cancellation is subject to a notice period of 3 months and a commitment to purchase the residual stock reserved over this period.
- any request for cancellation of a contracted subscription is subject to 3 months' notice and a commitment to purchase the agreed deliveries over that period. However, we offer you flexibility on delivery dates to suit your needs.

RESALE OF PRODUCTS

Customer agrees to comply with all applicable laws and regulations regarding resale or export of our materials, including but not limited to economic sanctions, export controls and trade embargoes. Customer shall not engage in any of the above activities, directly or indirectly, with any company located or registered in a sanctioned jurisdiction, or with any person or organization listed on a sanctions list or acting on behalf of or for any person specifically listed or on a sanctions list.

WARRANTY

The warranty is strictly limited to the repair or replacement of the device recognized as defective. In order to benefit from this contractual provision, the purchaser is committed to justifying his request for warranty in writing. He must give us all the facilities to proceed to the observation of the defects and to remedy them. He must refrain from carrying out repairs or having them carried out by third parties, except with our written consent. Any warranty is excluded for incidents due to accidental events or force majeure, as well as for replacement or repairs due to normal wear and tear of the material, deteriorations or accidents due to negligence, lack of supervision or maintenance and incorrect use of this material not in accordance with our specifications and our agreement. We disclaim all responsibility for accidents that may befall customers or third parties during the receipt, installation, use or repair of the supplied material.

CHANGES

The dimensions given in our catalogs or price lists are subject to change without notice and always include a certain tolerance. The pictures of the products are not contractual, as they may undergo changes between the publication of the catalog and its marketing. It is also possible that we may have to cease production of certain products. In such cases, we are not obliged to supply the items thus withdrawn from the market or the items with the old specifications.

TERMINATION OF THE AGREEMENT

In case of non-compliance by the buyer with a clause of the general and/or special conditions of the contract, including the non-payment of an invoice on the due date, or in case of serious doubts about the buyer's solvency, the contract can be legally terminated 15 days after sending a registered letter with formal notice to the post office.

ALLOCATION OF JURISDICTION

In the event of a dispute, the competent courts are those of the district of one of the seller's registered offices in Belgium. However, the buyer is free to bring an action before the court that has jurisdiction for the place of residence/head office of the buyer. Any order implies full acceptance by the buyer of the above terms and conditions, notwithstanding any different provisions in the general terms and conditions of purchase of our customers.

PROTECTION OF PERSONAL DATA

In the context of its customer management, in accordance with local laws and regulations, the seller mainly uses the buyer's personal data (such as name, phone number and email address, title, position, address) to respond to his requests, send appliances to his location, send him scientific publications, information about the products and brands he distributes, invite him to its training courses, keep him informed about its commercial actions, offer him its maintenance services and to ensure the proper execution of contracts.

In the context of the contracts concluded, the seller is responsible for the protection of the personal data communicated to him, and commits to taking all appropriate technical and organizational measures to protect the personal data in his possession. This also includes measures to inform its staff and any subcontractors involved in the processing of such data of their obligations in terms of confidentiality and security. The seller retains the buyer's data for the duration of the contract, which is automatically extended by 10 years in the case of a maintenance and service contract. The seller may disclose the buyer's data to its employees or to GDPR-compliant service providers, suppliers and/or business partners for the above purposes, and only to the extent necessary for the proper performance of the contractually agreed tasks.