

General terms and conditions of sale:

GENERAL INFORMATION ABOUT THE SELLER:

Company name : Devroye instruments SRL – Registered seat : Avenue de Tervuren 34, boîte 10, 1040 Brussels, BELGIUM. Company number : BE0778697192 - Phone : [+32 2 880 70 64](tel:+3228807064) – E-mail : info@devroyeinstruments.com

ARTICLE 1 SCOPE OF APPLICATION:

The present general conditions are applicable to all sales made by DEVROYE INSTRUMENTS SRL to a Client. Any person dealing with DEVROYE INSTRUMENTS acknowledges having previously read and accepted without reservation these general conditions of sale. The general sales conditions of DEVROYE INSTRUMENTS apply notwithstanding any other general conditions, even if the latter exclude the application of the general conditions of DEVROYE INSTRUMENTS. In case of contradiction between the present general conditions and those of a co-contractor, only the general conditions of DEVROYE INSTRUMENTS will apply. The nullity of one or more clauses of the present general conditions does not entail the nullity of the contract or of the present conditions, but only of the disputed clause. In such a case, DEVROYE INSTRUMENTS has the right to replace the null clause with another valid clause whose effects are the closest to the null clause. DEVROYE INSTRUMENTS SRL reserves the right to modify the present general conditions of sale. The modifications will be applicable as soon as they are put on line for all sales after this date.

ARTICLE 2 ONLINE SHOP:

DEVROYE INSTRUMENTS provides the Client with an online shop presenting the products to be sold online.

The products are described and presented on the website with the greatest possible precision. However, DEVROYE INSTRUMENTS cannot be held responsible for

any errors or omissions in the presentation of the products.

The products and services are offered within the limits of their availability. In the event of unavailability, DEVROYE INSTRUMENTS will inform the Client by e-mail as soon as possible in order to replace, suspend or cancel the order for this product and to organize a possible refund.

ARTICLE 3 PRICE:

The prices mentioned on the site <https://www.devroyeinstruments.com> are binding, subject to availability. The prices and taxes that apply are those in force at the time of the order.

Prices are indicated in euros.

The total amount of the order (including all taxes) and, if applicable, delivery costs is indicated before final validation of the order form.

ARTICLE 4 SALES RESTRICTIONS:

DEVROYE INSTRUMENTS products are intended for use by doctors and specialist clinics only. Clients must confirm that they meet this condition by ticking a box provided for this purpose.

DEVROYE INSTRUMENTS checks each Client file and reserves the right to cancel the sale, without delay or compensation, if this delivery restriction is not respected.

DEVROYE INSTRUMENTS also restricts its sales by taking into account the country of destination. This depends on the regulations governing medical devices in each country. In the event that a buyer wishes to have a product delivered to a country that is not authorised for sale, the Client will not be able to carry out the purchase.

ARTICLE 5 ORDER:

Clients must either complete an electronic form to validate their order or log in to their Client account. By completing the electronic form or logging in, the Client accepts the price and description of the products.

The Client must expressly accept the latest version of these general terms and conditions of sale before validating the order. The Client must indicate on the electronic form an e-mail

address, billing address and, if applicable, a valid delivery address. Any subsequent contact with DEVROYE INSTRUMENTS will take place via this e-mail address.

The Client undertakes to ensure that the information entered on the above-mentioned electronic form is correct.

If the information entered by the Client is not correct, the Client shall bear any additional costs, damages related to or caused by the incorrect information.

The Client shall then choose the delivery method and validate the payment method.

From the moment the order is transmitted to DEVROYE INSTRUMENTS, it is binding for the Client.

DEVROYE INSTRUMENTS reserves the right to block and suspend the Client's order in the event of a payment problem, incorrect address or any other problem with the Client's account until the problem is resolved.

ARTICLE 6 PAYMENT:

The Client must execute the payment immediately after the final validation of the order using the chosen method of payment. Once the Client has confirmed payment, DEVROYE INSTRUMENTS undertakes to send an order confirmation by e-mail to the e-mail address indicated by the Client on the electronic form as soon as possible.

The Client must immediately pay the full price of the order. The following payment methods are available to the Client: credit card, bancontact, visa

The Client guarantees to DEVROYE INSTRUMENTS that he/she has the necessary authorisations to use this method of payment and acknowledges that the information given to this effect is proof of his/her consent to the sale and the claim ability of the sums due for the order.

DEVROYE INSTRUMENTS has set up a procedure for verifying orders and means of payment in order to reasonably guarantee against any fraudulent use of a means of payment, including by asking the Client for identification data.

In the event of refusal to authorise payment by bank card

by the accredited organisations or in the event of non-payment, DEVROYE INSTRUMENTS reserves the right to suspend or cancel the order and its delivery.

DEVROYE INSTRUMENTS also reserves the right to refuse an order from a Client with whom a payment dispute is in progress.

No complaint or claim shall lead to a suspension of the Client's obligation to pay.

ARTICLE 7 DELIVERY:

Delivery times are given as an indication and are expressed in working days.

No compensation may be claimed from DEVROYE INSTRUMENTS or the carrier in the event of late delivery. However, if the delivery time exceeds three months from the order, the sales contract may be cancelled and the Client will be reimbursed without indemnity.

The delivery process does not begin until payment has been confirmed.

The products are delivered to the address indicated by the Client on the online form.

Customs duties are exclusively payable by the Client.

DEVROYE INSTRUMENTS is not liable for deliveries that are blocked by customs.

ARTICLE 8 PRESERVATION OF EVIDENCE:

DEVROYE INSTRUMENTS shall keep proof of the transaction, including the invoice, communications, orders and payments made, in reasonable security conditions for a maximum of 7 years.

ARTICLE 9 COMPLAINTS:

Any complaint must be made or by e-mail within eight calendar days of receipt of the order by the Client, under penalty of foreclosure.

The use, even partial, of the delivered product is considered as approval by right.

A defect found on a part of the delivery does not give the Client the right to refuse the whole order.

Any claim or return not made in accordance with the rules of this provision and within the time limits set shall not be taken into account and shall release

DEVROYE INSTRUMENTS from any liability towards the Client.

Any product to be exchanged or refunded must be returned to DEVROYE INSTRUMENTS in its entirety and in its original packaging. The cost of returning the product is at the Client's expense.

ARTICLE 10 OWNERSHIP AND TRANSFER OF RISKS:

Products supplied by DEVROYE INSTRUMENTS shall remain the exclusive property of DEVROYE INSTRUMENTS until they are handed over to the carrier.

DEVROYE INSTRUMENTS' liability is therefore limited to the preparation of the order.

The Client may take additional insurance if he/she so wishes.

ARTICLE 11 FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES:

DEVROYE INSTRUMENTS cannot be held liable in the event of force majeure.

Reasonably unforeseeable circumstances that would make the execution of the contract more onerous or difficult beyond normal expectations shall be considered as force majeure.

In the event of force majeure, the obligations of DEVROYE INSTRUMENTS shall be suspended for as long as the force majeure persists, and if the execution of the contract is no longer possible, DEVROYE INSTRUMENTS shall be released by operation of law without being held to any obligation towards the Client or to any other liability.

ARTICLE 12 LIABILITY:

DEVROYE INSTRUMENTS is only liable for direct damage caused by non-compliance with its obligations, and insofar as this damage is caused by intentional fault, gross negligence or fraud.

DEVROYE INSTRUMENTS provides an instruction manual for use by the Client. DEVROYE INSTRUMENT can never be held liable for the misuse or non-compliance with the instructions for use of the product by the Client, nor for the consequences of the inaccuracy of data communicated by the Client.

The liability of DEVROYE INSTRUMENTS is in any case limited to the invoice amount of the Client's order or to the part of the order to which the liability relates.

ARTICLE 13 DATA PROTECTION:

DEVROYE INSTRUMENTS undertakes to respect the privacy of the Client when processing and using his personal data. In this respect, DEVROYE INSTRUMENTS refers to the privacy policy of its website DEVROYE INSTRUMENTS of which the Client acknowledges having taken knowledge.

ARTICLE 14 APPLICABLE LAW AND JURISDICTION:

Any dispute or difference relating to the validity, interpretation or execution of the present general conditions shall be settled amicably as a priority.

In the absence of an amicable agreement, the dispute will fall under the exclusive jurisdiction of the French-speaking Brussels' courts.

The interpretation, validity and execution of this Agreement are subject to Belgian law.