

## **TERMS OF SALES**

up to date 1<sup>er</sup> January 2023.

### ***Introduction***

The general conditions of sale contained in this document govern the contractual relations between the company Forscolabs SAS and its customer within the framework of a system of sale to distance. Both parties accept them without reservation. These conditions will prevail over all other conditions. This contract is subject to French law. The Forscolabs Company is a SAS in capital of €8,000, registered with RCS Paris 481421915 on 04/01/2004, having its registered office at 149 avenue du Maine 75014 Paris. Its SIREN number is 48142191500010

## **ARTICLE 1 – GENERAL PROVISIONS**

Any order placed with the company FORSCOLABS SAS (hereinafter the Company) including via its website, is governed by the provisions of these General Conditions of Sale (hereinafter the T&Cs) to the exclusion of any other provision such as the Customer's general terms and conditions of purchase. The fact of placing an order implies the Customer's full and unreserved acceptance of these CGV. In case of contradiction with the terms of the CGV, the provisions of these special conditions prevail.

## **ARTICLE 2 – AVAILABILITY**

Our product offers are made within the limits of available stocks. For products not stocked in our warehouses, our offers are valid subject to availability at our suppliers. In this case, the information coming directly from our suppliers, any errors or modifications are beyond our control and cannot engage the responsibility of the Forscolabs Company. In case of unavailability of a product after placing the order, the Customer is informed by email, post or telephone as soon as possible. He can then cancel or modify his order.

## **ARTICLE 3 – PRICE - TERMS OF PAYMENT - INCIDENT**

The prices of HILL equipment are indicated in Euros excluding taxes and all taxes included, and excluding participation in shipping costs (see art. 6 below). The Company reserves the right to modify its prices at any time, in particular in the event of a change in the Company's purchasing conditions, currency fluctuation, or change in the VAT rate; Products are invoiced on the basis of rates in effect at the time of registration of the order, subject to their availability on that date. Orders for export or to overseas departments and territories are payable incompleteness before the departure of the goods. In other cases, the Company reserves the right to request the payment of a deposit and to wait for payment to ship the goods. For Professional Customers (excluding Internet orders), the price or its balance is payable no later than the due date appearing on the invoice issued by the Company. No discount is applied in the event of early settlement. In the event of late payment, the fixed legal collection costs (currently €40), as well as late payment penalties calculated at the interest rate applied by the ECB to its most recent refinancing operation plus 10 percentage points, on the amount including tax due, will be automatically and automatically acquired by the seller, without any formality or prior notice. If during a previous order, the customer has evaded one of his obligations (late payment, for example), a refusal to sell may be made against it, unless such purchaser furnishes satisfactory guarantees or cash payment. No discount for cash or advance payment will be granted.

## **ARTICLE 4 – ORDER ON THE COMPANY'S WEBSITE**

The Customer validates his order when and accepts these general conditions of sale, he activates the link "general conditions of sale" at the bottom of the page and accepts them. Before this validation, he is systematically offered to check each of the elements of his order; he can thus correct any possible error. The Company acknowledges receipt of orders placed by sending an e-mail or by post containing the elements of the order. The data recorded by the Company constitutes proof of the nature, content and date of the order. These are archived by the Company under the legal conditions and deadlines; the Customer can access this archive by contacting the Customer Service of the Company (Cf. art. 8 below). All the payment process by bank transfer, check or credit card, or by credit card.

***PLEASE NOTE: ONLY CHECKS IN EUROS PAYABLE TO THE FRENCH BANK ARE ACCEPTED.***

### **Right to retract :**

The Customer, only non-professionals, has a period of 8 calendar days from receipt of his order to return, at his expense, any product that does not suit him. Returns are to be made to the address of: FORSCOLABS. Do not benefit from this right of return, goods personalized or made according to the Customer's specifications (product with options or choice of colors, etc.) on HILL chiropractic tables, Tony Vogel chiropractic tables (in lines tables), and also Dejarnette block items and Thuli products. DVDs, CDs, CD-ROMs, software, etc. can only be returned if their original packaging is intact. In the event of a return, only products that are complete and in perfect condition (packaging, accessories, instructions, etc.) accompanied by a copy of the purchase invoice, will be accepted. Items returned incomplete, spoiled, damaged or soiled are neither taken back nor refunded. If the conditions defined above are met, the Company undertakes to proceed with the refund within 15 days after receipt of the product by him. Reimbursement will be made at the choice of FORSCOLABS, by crediting the Customer's bank account or by bank check addressed to his name and to the billing address provided by him.

## **ARTICLE 5 – RETENTION OF OWNERSHIP**

The transfer of ownership of the HILL tables to the Customer is only carried out after full payment of the price by the latter. Consequently, the Company reserves the right, until full payment of the price, the right of ownership over the goods sold, allowing him to repossess them. In the absence of payment of the price on the agreed due date, the seller may therefore take back the said goods and the sale will be canceled as of right if it sees fit. In the event of receivership or judicial liquidation of the Client, the Company may avail itself of this clause to claim ownership of the products unpaid at the time of the opening of the procedure or the price of their resale. NOTWITHSTANDING THE ABOVE, THE CUSTOMER IS RESPONSIBLE FOR THE GOODS SOLD ON THEIR MATERIAL DELIVERY, THE TRANSFER OF POSSESSION ENTAILING THAT OF THE RISKS.

## **ARTICLE 6 – SHIPPING**

### **6.1 – Shipping fees**

The flat-rate delivery costs are as follows: For metropolitan EUROPE: Are calculated according to the weight of the goods ordered,

### **6.2 – Délais – Delivery conditions for the sale of HILL tables.**

After full payment, the products are delivered to the delivery address indicated by the Customer. The Customer is solely responsible for errors in the information provided and their consequences. All medical tables are delivered at the foot of the building, unless the Customer bears the additional costs claimed by the carrier. Unless there are specific conditions, the deadline usual order processing and delivery time is 10 to 14 weeks (subject to stock) for the manufacture of Hill brand tables. Additional delays may be allocated independently of the will of FORSCOLABS France. In case of items available on different dates, the delivery time is based on the longest time. The company reserves the right to ship an order in several packages. The Customer may also request the splitting of deliveries for an additional cost at his expense. Any delays in delivery do not authorize Customers to cancel the sale or refuse the merchandise. Such delays cannot give rise to deductions, compensation, penalties or damages for the benefit of client.

Regarding HILL brand tables, they will be paid for when ordering as part of an exception for payment on delivery; these must be paid to the carrier before unloading.

6.3 - Delivery problems It is up to the Customer to check the good condition of the goods at the time of their delivery and before signing the delivery note. If the Customer finds damage or of the missing items, it is up to him to make precise and complete reservations on the transport document and to confirm these reservations to the carrier within two working days at the latest. following receipt with a copy to FORSCOLABS. The goods travel at the risk and peril of the Professional Client.

## **ARTICLE 7 – GUARANTEES – AFTER SALES SERVICE**

7.1 - It is up to the Customer to check the goods on delivery, this check must in particular relate to the references, the quantities and the quality of the goods as well as their conformity with the ordered. In the event of an error or non-compliance, the return can only be accepted for complete products, in their original state (packaging, accessories, instructions, etc.) and accompanied by a copy of the purchase invoice. Any complaint concerning the items delivered must be made, by any means (photos, email, fax, registered mail with acknowledgment of receipt) on the day of the delivery or at the latest within seven calendar days following delivery or the discovery of a non-apparent defect. Any complaint made outside this period cannot be accepted. Complaints must be sent to Customer Service (see article 9 below), indicating the contact details of the Customer, the number of the delivery note, the product references as they appear on the delivery note and the reasons for the complaint. In the event of a lack of conformity duly established and reported within the period referred to above, the goods will be replaced or refunded at the option of the Company, excluding any compensation for any reason whatsoever. If a customer contacts one of our suppliers directly and wishes to process their requests with the manufacturer, Forscolabs will not interfere or prevent communication between the manufacturer and the customer, on the other hand Forscolabs is released from all responsibilities on the results of its requests between the manufacturer and the customer.

New products from the Hill Labs brand (Frazer - PA - United States) are guaranteed for 12 months in return to workshop\* second-hand products will be covered by a 3-month guarantee in return to workshop, Hill Labs products will not be returned or exchanged given the specific nature of custom-made items for customers. Only Hill Labs can decide to take back or exchange one of its products in the context of poor workmanship or any other anomaly noted by the customer. Forscolabs SAS will be responsible for formulating the faulty workmanship found at Hill Labs and will ask to find the solution or the replacement of the defective part at the expense of Hill Labs to satisfy the customer, if Hill Labs confirms that it is indeed a manufacturing defect, in as part of a replacement of a table decided by the company Hill Labs all transport charges or other import costs will remain the responsibility of the customer, if the customer directly contacts the Hill Labs company to have it note any possible faulty workmanship without prior notice to Forscolabs SAS.

Forscolabs SAS will then be released from all liability for the faulty workmanship observed by the customer and Forscolabs will not interfere with or prevent communication between Hill Labs and the customer, on the other hand Forscolabs SAS is released from all responsibility for the results of its requests between Hill Labs and the customer. When ordering a new Hill table or used, if the customer is obliged to cancel his order for a justified reason of force majeure, FORSCOLABS will not refund the payment of the deposit of 50%.

7.2 – The products (with the exception of Hill Labs products) benefit from the sole manufacturer's warranty as indicated on the item sheet of the products, without prejudice to the legal warranties for the products. individual consumers (non-professionals). In order to know the steps to follow in the event of a problem or breakdown of a product, the Customer may contact the Company's after-sales service. In any event, in the event of a product affected by a defect, the warranty is strictly limited to repair or replacement, excluding any compensation. To be able to benefit warranty, it is essential to keep the purchase invoice of the product. No warranty covers: - Consumables, - All direct and indirect consequences of improper storage, installation, installation, preparation, maintenance of the product or non-compliance with the technical or user manual, - Products on which a company not accredited by FORSCOLABS France, - All direct and indirect consequences of abnormal or non-compliant use of the products and in particular any use of a product that does not comply with the intended use for which it is intended (professional, intensive, collective use, etc.), - Breakdowns or defects and their consequences linked to any external cause. - The warranty covers parts and labor of work, the customer remains responsible for the costs of intervention and travel or any costs of returning the equipment for repair in the Forscolabs workshop.

## **ARTICLE 8 - CUSTOMER AND AFTER-SALES SERVICE**

For any information or questions, our Customer Service is at your disposal :

Phone: 0183597160 Fax: 0972447924-@[services@forscolabs.fr](mailto:services@forscolabs.fr) Address: 149 avenue du Maine 75014 Paris

## **ARTICLE 9 - INTELLECTUAL PROPERTY**

9.1 – The catalogs, websites, commercial documents of any kind of the company FORSCOLABS are protected by legislation on copyright, trademark law and in a manner general intellectual property, with regard to both their content (texts, titles, slogans, data, images, brands, graphics, photos, soundtracks, etc.) and their form (charter graph, plan, organization of data, etc.). All these elements are the property of FORSCOLABS France or its suppliers. Any reproduction, representation, modification or exploitation, in whole or in part, of one or more constituent elements, on any medium and by any process whatsoever, for purposes other than personal and private, is prohibited except prior written consent of FORSCOLABS France. Failure to comply with the above provisions is likely to constitute an act of counterfeiting involving civil liability and criminal of its author. 9.2 - Certain products, such as software in particular, are subject to personal and non-transferable rights of use, copies, public distribution, rental being in particular strictly prohibited. It is up to the Customer to strictly respect the general conditions of use of these products. FORSCOLABS cannot be held responsible for the non-compliant uses.

## **ARTICLE 10 - FORCE MAJOR**

The occurrence of a case of force majeure has the effect of suspending the performance of the Company's contractual obligations. Constitutes a case of force majeure any event independent of the will of the Company and obstructing its normal operation at the stage of manufacturing or shipping the products. Cases of force majeure include all-out strikes or partial hindering the smooth running of the Company or that of one of its suppliers, subcontractors or carriers as well as the interruption of postal services and means of transport and/or communications, the supply of energy, raw materials or spare parts, and fire or flood.

## **ARTICLE 11 – LIMITS OF LIABILITY**

11.1 - The products offered comply with the French legislation in force and with the standards applicable in France. The photographs, texts, graphics, information and characteristics reproduced and illustrating the products presented do not enter into the contractual field. FORSCOLABS cannot be held liable for any error or omission in any of these elements, in the event of modification of the characteristics of the products by the manufacturers, in the event of out of stock or unavailability of a product, or in the event of force majeure. The customer professional, is solely responsible for compliance with and implementation of the technical instructions accompanying the products as well as the consequences of any non-compliant use, especially at the destination. The Customer proceeds under his responsibility to save all data contained in the products purchased. The FORSCOLABS Company cannot be held for responsible for any loss of data or files as well as the damage defined in the previous paragraph. The total or partial impossibility of using the products, in particular for cause material incompatibility can not give rise to any compensation or reimbursement or questioning of the responsibility of FORSCOLABS. Likewise, the liability of the Company cannot be held liable for any inconvenience or damage inherent in the use of the Internet network, in particular a break in service, an external intrusion or the presence of viruses computer science. In the event that hypertext links refer to sites other than the "FORSCOLABS" site, the Company declines all responsibility in the event that the content of these sites would contravene the legal and regulatory provisions in force.

11.2 – Concerning Professional Customers: Excluding the compensation for any bodily injury, and in the event that the Company sees its liability called into question by a Customer professional, it is expressly agreed that the liability of the company cannot exceed once the price of the product in question. In any case, the Company cannot be held liable to the Professional Client, in any capacity whatsoever, for all indirect and/or immaterial damages, in particular the loss of profits, turnover, margins, income, loss of orders, customers, operations, commercial actions, loss or alteration of information, files and/or data, damage to brand image or the action of third, ...

## **ARTICLE 12 - INFORMATIONS NOMINATIVES**

The FORSCOLABS Company undertakes not to disclose to third parties the personal data communicated to it by its Customers. These are confidential. They are only used for the processing of orders, the management of the services offered to Customers, and to strengthen and personalize communication and product offers reserved for customers of the Company, in particular through the FORSCOLABS newsletters to which the Customer has subscribed. FORSCOLABS may disseminate information relating to its exercise on its site or on the social networks to improve its image, without disclosing personal information. Any Client may ask the Company for the communication of personal information concerning him and the modify, rectify or delete in accordance with the Data Protection Act of January 6, 1978, by writing to the company FORSCOLABS 149 avenue du Maine 75014 Paris or [Forscolabs@forscolabs.fr](mailto:Forscolabs@forscolabs.fr), with the indication of his name, first name, address and if possible his Customer reference. The Company's website is also designed to pay particular attention to Customer needs. This is one of the reasons why cookies are used. The purpose of the cookie is to signal your visit to the site. Cookies are therefore used by the Company for the sole purpose of improving personalized services for Customers. GDPR- Application of the GDPR From 24.05.2018 has been implemented on this site respecting the following criteria, It standardizes a wide range of legislation on the protection of life privacy across the EU. a) The user has the right to portability: Users have the right to transfer their data from one service provider to another. And it must happen in a commonly used format and machine readable. You have the right to request a GDPR report with all your personal information stored on this site. Once you have sent the request, one of our support teams will process and approve it. You will be able to download your GDPR request from this page once it has been reviewed. b) You have the right to request the deletion of your data. Once you submit the request, one of our support teams will process and approve it. After confirmation of your request by our support team, your account and personal data will be erased. The hosting of the site by OVH is compatible and approved, according to GDPR standards. In order to waive the security of data transfer, the HTTPS protocol ensures optimal confidentiality.

**ARTICLE 13 - APPLICABLE LAW – DISPUTES** This contract is subject to French law. In the event of a dispute with a Professional Customer, the commercial court of Paris (France) will have sole jurisdiction.

\* implies if intervention on the customer's site the travel costs will be at his expense and the customer will be informed beforehand of the costs of travel by estimate.