

Date

**Devis\_GD\_Biotech\_aammjj\_nn**

**GD Biotech**

3595 route de tournai

59501 Douai

+33 (0)3 27 99 29 29

**Name of the client**

Address

Postal Code and City

Phone number

Email

**subject of the request for quotation:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description** | **Réference** | **Quantity** | **Unit price before tax (€)** | **Total price before tax (€)** | **VAT (%)** | **Total**  **VAT(€)** |
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|  |  |  |  |  |  |  |

| Total price amount before tax (€) |  |
| --- | --- |
| Total price amount VAT (€) |  |
| **Total price including VAT (€)** |  |

Date, name and signature of the client, preceded by the words "accepted without reservation":

GENERAL CONDITIONS OF SALE :

ARTICLE 1 - Scope of the terms of sale

The present general conditions of sale apply to the sale or the supply of products, material, services emanating from GD Biotech, with its customers, except express exemption of GD Biotech.

ARTICLE 2 - GD Biotech's commitment

GD Biotech will make every effort to ensure the supply of products and services that will have been planned. However, the company is only bound to an obligation of means and not of results.

ARTICLE 3 - Price

The acquisition of the equipment or the provision of services is realized in return for the payment by the buyer of the price appearing in the GD Biotech price list, at the date of delivery. Our prices are established without tax and per unit, ex Douai (59) and are to be increased by the VAT at the rate in force at the time of the delivery. For any order lower than 50 € HT, a fixed price of packaging of 10 € will be invoiced.

ARTICLE 4 - Delivery - reservations

4.1. Reception: At the time of the deliveries, the customer must carefully control the state of the material, make the reserves of use near the conveyor. In the absence of reservations expressly made by the customer at the time of delivery, the products delivered by GD Biotech are deemed to be in conformity with the order in quantity and quality.

4.2. Deadline: The customer has however a deadline of 24 hours from the delivery to express, in writing, such reservations to GD Biotech. To this end, the customer shall send GD Biotech a declaration in due form and shall keep all elements allowing to prove the non-conformity of the delivery with the order. GD Biotech will pay an indemnity corresponding to the price of the non-conforming material.

ARTICLE 5 - Terms of payment - penalties

5.1. Our invoices are payable by bank transfer, by check in cash, or by direct debit on the 18th of the month.

5.2. Any delay of payment or incomplete payment will involve the application of an interest of delay calculated at a rate equal to three times the legal interest, after setting in residence to regulate by registered letter with acknowledgement of delivery.

ARTICLE 6 - Force majeure

GD Biotech cannot be held responsible if the non-performance of obligations results from a case of force majeure. Are considered in particular as case of absolute necessity the exceptional bad weather, the natural disasters, the attacks, the strikes and the legal or statutory restrictions with the supply of products or services.

ARTICLE 7 - Retention of title

GD Biotech retains ownership of the goods until the effective payment of the full price in principal and accessory by the customer. The transfer of property of products to the customer is carried out at the time of the integral payment of the price. However, during the period between delivery and transfer of ownership, the risks of loss, theft or destruction are borne by the customer. The non-fulfillment by the customer of its payment obligations, for any reason whatsoever, gives GD Biotech the right to demand the immediate return of the delivered goods at the customer's expense, risk and peril. In the event of legal proceedings affecting the customer, the latter undertakes to establish an inventory of the goods of which Biotech claims ownership. Failing this, this inventory will be made by a bailiff at the customer's expense. In general, in case of late payment, GD Biotech can forbid the customer to proceed to the resale, transformation or incorporation of the goods.

ARTICLE 8 - Attribution of jurisdiction - applicable law

8.1. In the absence of an amicable agreement concerning the interpretation or the execution of the present general conditions, the courts of Douai will be the only ones competent to deal with possible disputes.

8.2. The present conditions of sale are subject to French law.