Terms & Conditions
BGB Analytik France S.A.S., France
August 13, 2024

Service

BGB Analytik is committed to supplying products of high quality. We employ chemical and analytical scientists with in depth experience in chromatography to assist our customers in finding suitable solutions to issues that might arise in biochemistry, pharmaceutics, and analytical chemistry laboratories. Our goal is to provide a more than average service.

Scope

These terms and conditions cover all sales of products and services by BGB Analytik in France and any information and advice given whether charged for or not. No variation in these terms and conditions will apply unless agreed by BGB Analytik in writing. Terms and Conditions of customers shall not apply.

We only accept orders from business entrepreneurs as defined in Art. L121-1 of the Code de Commerce.

These Terms and Conditions are available for download from our webpage (www.bgb-shop.com)

Quotes and Orders

'Price on application' (POA) quotes and all other quotes are valid for 10 days effective from the date of issue, unless otherwise notified by BGB Analytik. Quotes issued close to the end of the year are only valid until 31.12. of the current year.

If ordering online, the customer places a binding order by clicking on the "Submit order" button.

The purchase contract comes into force with the placing of the order by the customer and its expressed acceptance by BGB Analytik or the shipping of the ordered goods without prior confirmation. A confirmation of receipt of the order does not implicitly imply the acceptance of the order.

If an ordered product is not available at the time of delivery, BGB Analytik will ask the customer if a partial shipment of the available products is required. Additional delivery fees may apply.

Orders of custom made products cannot be cancelled once the order has been placed.

The possibility of canceling orders of catalogue products depends on the decision of the producer or supplier and has to be verified first.

Prices and Charges

All prices are in Euros (EUR) and will be charged in Euros only.

For online orders, the product prices displayed on the checkout step of the BGB online shop are binding.

Prices displayed in catalogues or price lists may be updated without notice. BGB Analytik will invoice the prices current at the date of receipt of an order.

All prices online, in catalogues or quotations are net of Value Added Tax and any other taxes or duties. These will be charged separately, if applicable. BGB Analytik reserve the right to apply a freight charge on all deliveries.

Delivery fees and surcharges vary depending on the purchase value and the destination. For customers who are granted a volume discount, reductions on delivery fees or surcharges apply on an individual basis. Delivery fees may be changed without notice.

For dangerous goods freight charges are billed at cost. We charge a handling fee for chemicals.

Payment

Unless otherwise agreed in writing payment in full is due within 30 days from date of invoice. BGB Analytik has the right to charge interest on all overdue sums at the rate of five percent per annum over the base lending rate calculated at the date of actual payment.

Customers who exceed their credit limits will be asked to pay in advance for additional products until the account is settled.

Delivered products will remain the property of BGB Analytik until paid for in full.

BGB Analytik has the right to deliver an order in instalments, and the customer is required to pay the invoice for each instalment within 30 days from date of invoice.

Return of Damaged or Unsuitable Goods

No goods may be returned to BGB Analytik without the authorisation of BGB Analytik.

Authorisation to return products damaged during delivery must be requested within 3 days of delivery. BGB Analytik decides whether to repair and return damaged products or to replace the goods.

Authorisation for the return of products which fail to meet current published manufacturers specifications must be requested in writing within 28 days of delivery. BGB Analytik will assist customers, at customers' expense, to obtain any manufacturer’s warranty consistent with that granted to BGB Analytik.

Authorisation for the return of products, other than those damaged during delivery, delivered in error or those that do not meet specification, must be requested within 7 days of delivery. Credit (less a handling charge of 20% of the invoice value of all products returned subject to a minimum charge of EUR 100.00) will be given for those products authorised for return which are unused and in re-saleable condition other than those in the categories shown:

- open chemicals or diagnostics
- refrigerated or other perishables
- items with an expired shelf life or an expiration date too short for resale
- any article that has been delivered direct by a third party supplier
- discontinued items
- items not purchased from BGB Analytik
- custom made products

Authorisation will be subject to the condition of the products that are returned to BGB Analytik or to the manufacturer or other source notified by BGB Analytik, by registered post if permitted.

Articles that have been delivered on our behalf by a third party supplier will not be accepted back at BGB Analytik.

Health, Safety and Liability

Risk in products will pass to the customer at the time of delivery.

The customer is responsible for unloading and transporting large and/or heavy items from delivery vans.

In view of the hazards of certain chemicals and apparatus the customer must ensure that the products purchased are in a safe condition and that a safe system of work is in place taking into account all available information. None of the products sold are intended for human consumption unless otherwise clearly stated.

In view of the wide range of uses of chemicals and apparatus, the customer will be solely responsible for determining the suitability and specification of products, services, information and advice for its purposes. BGB Analytik has the right, without notice, to supply product of different specifications, sources, and pack size to that published or ordered.

The customer is required to ensure that that the use of all products supplied by BGB Analytik do not infringe third party intellectual property rights. For substances whose use is subject to legal or governmental regulations the order by the customer is considered as declaration of a permitted intended use.

In view of the above, liability of BGB for any loss or damage suffered by a customer and arising by reason of defects in the products or otherwise howsoever is limited to the invoice price of the products in respect of or in relation to which loss or damage is claimed. Any liability accepted by BGB under these terms and conditions is in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the products and save as provided in these terms and conditions BGB Analytik will not be under any liability, whether in contract, tort, breach of statutory duty or otherwise in respect of defects in products delivered or for any injury (other than death or personal injury caused by BGB Analytik negligence as defined in the Unfair Contract Terms Act 1977) damage or loss resulting from such defects or from any information, service or advice provided by BGB Analytik or its employees, contractors or agents. In no event shall BGB Analytik be liable for any consequential loss whether or not resulting from force majeure. The customer indemnifies BGB against any claims from its employees, contractors or agents.

Place of Jurisdiction

Saint Jean de Gonville, France