



GENERAL CONDITIONS OF SALE – KRIYADENT

1. SCOPE OF APPLICATION

KRIYADENT and the Client acknowledge that these General Terms and Conditions of Sale constitute the sole basis of their contractual relationship, unless otherwise agreed in writing and signed by both parties. Any order placed with KRIYADENT implies the Client's full and unconditional acceptance of these General Terms and Conditions of Sale. They apply to all current and future commercial relations. Any conditions of the Client, including its general purchasing terms, are unenforceable against KRIYADENT unless expressly accepted in writing.

2. DEFINITIONS

"Client": a professional (dentist, clinic, laboratory, distributor) to whom the Products are sold.

"Invoice": document detailing the sale.

"KRIYADENT": KRIYADENT, SASU with share capital being registered, registered office located at Sentier des Bois des Monts Frais, 95130 Franconville (France), registered with the RCS under number 992 282 228.

"Order": Purchase Order that has received an Order Confirmation.

"Order Confirmation": final acceptance of the Purchase Order by KRIYADENT.

"Product": any dental product, consumable or equipment distributed by KRIYADENT.

"Purchase Order": order sent in writing to KRIYADENT.

"Quotation": price proposal issued by KRIYADENT.

3. QUOTATIONS

Unless otherwise stated, a Quotation is valid for one (1) month. To be enforceable, it must be returned signed by the Client with the mention "Approved". Acceptance of the Quotation implies acceptance of these Terms.

4. PURCHASE ORDERS

The Client submits Purchase Orders in writing to KRIYADENT (email or mail).

Minimum order amount:

- France: €250
- Outside France: €500

KRIYADENT may charge administrative fees (€50 France / €90 export) or cancel any order below these amounts.

5. ORDER CONFIRMATION

Every Order must be accepted by KRIYADENT via an Order Confirmation. Without written confirmation, the order is not binding on KRIYADENT. The Client may modify the Order once within five (5) business days following the Order Confirmation. Any later modification constitutes a new order.

6. PRICES

Products are invoiced according to the prices stated in the Order Confirmation. Prices are expressed in euros (EUR) and excluding VAT, according to Incoterm FCA (Free Carrier), unless otherwise stated.

7. TAXES

Prices are exclusive of taxes.

- Sales in France: VAT applies according to applicable legislation.
- Intra-EU sales: exemption possible if a valid VAT number is provided by the Client.
- Sales outside the EU: exemption subject to provision of export documents.

If documents are not provided, KRIYADENT will apply French VAT.

8. PAYMENT TERMS

Payment before shipment, unless otherwise agreed in writing.

Payment by bank transfer only.

In case of delay:

- Late interest: ECB rate + 10 points.
- Fixed recovery fee: €40.

9. RETENTION OF TITLE

KRIYADENT retains ownership of the Products until full payment is received. Risks transfer to the Client upon delivery.

10. DELIVERY

Delivery according to Incoterm FCA. Communicated lead times are indicative. No delay may give rise to penalties, compensation, or cancellation.

Transport costs: borne by the Client.

If goods are not collected within 10 days, storage fees of 1% of the order amount per week may apply.

11. INSPECTION AND CLAIMS

The Client must inspect the Products upon receipt. Any claim (quantity, condition, missing or damaged goods due to transport) must be notified in writing within ten (10) days. After this period, Products are deemed compliant.

12. WARRANTY AND LIABILITY

Unless otherwise stated, Products are warranted until their expiry date.

The warranty does not cover improper use, product modification, improper storage, or failure to follow instructions.

KRIYADENT excludes any implied warranty and any liability for indirect damages or financial losses.

13. DEFECT NOTIFICATION

Any defect notification must be made in writing before the expiry date.

KRIYADENT may require the return of the Product. After inspection, KRIYADENT may replace, refund, or apply a price reduction.

14. SAMPLES AND PROTOTYPES

Samples or prototypes are intended solely for analysis. They are excluded from the warranties and remedies provided in Articles 12 to 14.

15. CLIENT OBLIGATIONS

The Client shall indemnify KRIYADENT against any damage resulting from improper use, modification of the Products, failure to follow recommendations or applicable regulations.

16. FORCE MAJEURE

Any unforeseeable event beyond the parties' control suspends the performance of obligations. The affected Party must notify the other immediately.

17. DATA PROTECTION

KRIYADENT processes personal data in accordance with the GDPR. The Client may exercise its rights (access, rectification, deletion, objection, portability) by contacting KRIYADENT. The Client may refer the matter to the CNIL in case of dispute.

18. SEVERABILITY

The invalidity of one clause does not affect the validity of the rest of the Terms.

19. ENVIRONMENTAL COMPLIANCE

Where required, KRIYADENT undertakes to comply with legal obligations relating to recycling schemes and to provide its corresponding EPR identifiers.

20. DISPUTE RESOLUTION

These Terms are governed by French law. Any dispute shall fall under the exclusive jurisdiction of the Commercial Court of Pontoise.