Terms and conditions of SALES

All orders for the sale of goods are governed by these Terms and Conditions of Sales ("<u>Terms and</u> <u>Conditions"</u>).

Please read them carefully before using this website to purchase products. By ordering one of our products, you agree that these Terms and Conditions apply. Please read also carefully our Website Terms and Conditions of Use before you start using the website hertoghemedicalschool.eu.

1. DEFINITIONS

In these Terms and Conditions,

"ARCHIMEDIAL S.A." shall mean ARCHIMEDIAL S.A. (4 rue d'Arlon, L-8399 WINDHOF (Luxemburg) – Registration ID: N°RCS B 76.833; VAT: LU 18382742– Phone n°: + 352621204289. Email: contact@hertoghemedicalschool.eu);

"Site" shall mean hertoghemedicalschool.eu;

"Customer" ("you") shall mean the person(s) or firm or company purchasing goods from ARCHIMEDIAL S.A.;

"Goods" shall mean the videos, books, products or other articles sold by ARCHIMEDIAL S.A. on this website hertoghemedicalschool.eu.

2. OFFERS AND PRICES

All goods and offers are described in good faith. Pictures, if any, are only indicative. The offers and prices mentioned on the Site are subject to change without prior notice. The final offers and prices are those mentioned in the confirmation order. The prices are stipulated in Euros. They include all applicable taxes as specified hereinafter (under 4).

The delivery costs shall be added to the prices as specified hereinafter (under 5).

3. PRODUCT AVAILABILITY

ARCHIMEDIAL S.A. reserves the right to withdraw or amend any goods provided on the Site without prior notice.

If a product is no longer available, the order is automatically cancelled.

ARCHIMEDIAL S.A. shall hold no responsibility for any loss or prejudice resulting from the unavailability of a product.

4. TAXES

Except otherwise specified, all prices include the VAT rate applicable in Luxembourg. In the event of order placed from other EU countries, the VAT rate will be applied in accordance with the applicable law.

Any orders and invoices placed from outside the EU are charged excluding VAT. In that event, you shall be responsible for the payment of any taxes, levies, or duties imposed by the relevant taxing authorities. ARCHIMEDIAL S.A. shall hold no responsibility for the payment of such taxes, levies or duties.

5. DELIVERY COSTS

The delivery costs are specified at the time of the order. The delivery fee is calculated by the size and weight of the consignment.

You shall be responsible for the payment of the delivery costs. These costs will be added to the price of the goods ordered.

6. ORDERS

Each order made by the customer shall constitute a separate contract on the terms of the relevant invoice and these Terms and Conditions. Orders and invoices are in English.

To make an order, you need to create your own personal "user account" (please read the Terms and Conditions of Use of this Site). Concerning the specific steps to place an order, please consult "How to place an order". After you have completed your online purchase, we will send you an email confirming your order ("Order Confirmation").

ARCHIMEDIAL S.A. reserves the right to suspend or refuse to confirm your order if, but not exclusively:

The order is incomplete or incorrect;

Absence of payment of prior orders or bank's refusal to proceed prior orders;

The order concerns an excessive number of goods;

The invoice corresponding to your order will be sent by email. By ordering online, you indicate that you accept receiving an electronic invoice. A copy of this electronic invoice will be archived in ARCHIMEDIAL S.A.'s database.

7. PAYMENT

A valid credit card or properly pre-approved PayPal account or a bank transfer is required for payment.

Payment by debit or credit card is subject to prior approval of the concerned bank. Your card will be charged when your order is confirmed (see "Order Confirmation").

Legal and beneficial ownership in the goods shall not pass to the customer until payment in full is received by ARCHIMEDIAL S.A. (in cash or cleared funds). Nonpayment of accounts on or before the due date, or the exceeding by the customer of any credit limit shall entitle ARCHIMEDIAL S.A. to stop all deliveries and to terminate any contract or commitment in respect of undelivered goods.

ARCHIMEDIAL S.A. will hold no liability for any online-payment and any loss resulting therefrom. You shall be responsible for reading any applicable Terms and Conditions for online payments. Transactions with Paypal are ruled by Paypal's Terms and Conditions (please consult: www.paypal.com).

8. DELIVERY

ARCHIMEDIAL S.A. will use its reasonable endeavors to meet the delivery date mentioned in the orderconfirmation but does not guarantee to do so and time of delivery shall not be of the essence of the contract.

Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms & Conditions will apply.

In the event goods have not been delivered to you within 30 days after the receipt of the order confirmation, please contact ARCHIMEDIAL S.A. (by email tocontact@hertoghemedicalschool.eu, by fax to +352 30 59 67 or by mail to ARCHIMEDIAL S.A., 4 rue d'Arlon, L-8399 WINDHOF, Luxembourg). For loss, mis-delivery or non-delivery of an order, ARCHIMEDIAL S.A. will either make a new delivery of the concerned goods (if still in stock) or credit the invoice value (including delivery costs).

9. NOTIFICATION OF DEFECTIVE GOODS

The customer shall inspect the goods within seven days after their delivery and shall give written notification to ARCHIMEDIAL S.A. (by email tocontact@hertoghemedicalschool.eu, by fax to +352 30 59 67 or by mail to ARCHIMEDIAL S.A., 4 rue d'Arlon, L-8399 WINDHOF, Luxembourg) of any shortages or manufacturing faults revealed by that inspection.

ARCHIMEDIAL S.A. will replace such goods as it agrees to be faulty provided that such replacement can be made from current stock. If no replacement can be made from stock, ARCHIMEDIAL S.A. will record a backorder for supply upon arrival of new stock or, if so requested, credit the invoice value of any faulty goods.

10. RETURN OF GOODS

If for any reason you are not satisfied, you may return any or all goods in their original condition and packaging for a refund within 14 working days following the day on which you receive the goods. This does not apply where sealed audio and video recording products have been unsealed. This return policy is subject to the following conditions.

To return goods, you must notify us in writing (by email to contact@hertoghemedicalschool.eu, by fax to: +352 30 59 67 or by mail to ARCHIMEDIAL S.A., 4 rue d'Arlon, L-8399 WINDHOF, Luxembourg) within such period of 14 working days. You must arrange for returning the securely packaged goods to ARCHIMEDIAL S.A. (4 rue d'Arlon, L-8399 WINDHOF, Luxembourg) straight away using a recorded delivery service. Please ensure that the goods are returned in their original condition.

ARCHIMEDIAL S.A. will reimburse you in full upon receipt of the returned goods in its warehouse, provided that these goods are not damaged. You will, however, be responsible for the costs of returning the goods to us (unless these goods are faulty or have been delivered by ARCHIMEDIAL S.A. in error).

Undelivered goods or unauthorized returns shall be liable for handling and storage charges if received at ARCHIMEDIAL S.A.

11. FORCE MAJEURE AND LIABILITIES

No liability shall attach to ARCHIMEDIAL S.A. for loss or damage or delivery delays or for failure to manufacture or supply goods arising from factors outside its reasonable control including but not limited to acts of God, acts or omissions of civil or military authority, war, fire, flood, nature, disasters, labor disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority.

12. CHANGES

ARCHIMEDIAL S.A. reserves the right to amend or replace these Terms and Conditions at any time. If ARCHIMEDIAL S.A. makes any substantial changes it will notify you by posting a prominent notice on the Site.

13. JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Laws of Luxembourg and any dispute that may arise will be subject to the jurisdiction of Luxembourg courts.

14. ENQUIRIES

For all enquiries please contact contact@hertoghemedicalschool.eu