

1. General definitions

- The present general sales conditions apply to all sales of goods and services (hereinafter "Sale") to third parties (hereinafter "Customer") by L.A. Medical - Manufacturer of Surgical Instruments, Lda. (hereinafter "L.A. Medical").
- "Quotation" means the document sent by L.A. Medical, with the goods or services description, prices, delivery date and payment conditions.
- "Order" means the document sent by the Customer that accepts the Quotation and its conditions, awarding the Sale.
- "Order Confirmation" means the document sent by L.A. Medical, indicating goods or services description, prices, delivery date and payment conditions.
- "Invoice" means the document sent by L.A. Medical, where are mentioned all the costs and conditions associated with the Sale, as well as product lot number for traceability purposes.

2. General conditions

- All Sales made by L.A. Medical are regulated by the present general sales conditions, available at www.lamedical.pt, on the Downloads menu, General Conditions submenu, and prevail over any other terms and conditions of the Customer.
- Any particular conditions agreed upon between L.A. Medical and the Customer shall prevail over these conditions, which shall only be valid when made in writing form and signed by both parties.
- The Customer signing the Order Confirmation declares to accept the conditions mentioned therein, as well as these general sales conditions.
- The statements / information of L.A. Medical employers only become binding after Order Confirmation.
- Documents provided by Customer that are not in the Portuguese or English language must be with a translation (unless otherwise indicated).
- The Customer is the only responsible for the selection of the good or service, as well as the function for which it is intended.

3. Confidentiality

- L.A. Medical is obligated to not use or disclose information that is made available by the Customer to carry on the Sale. This obligation of confidentiality is extensive to its employees.
- When L.A. Medical requests a confidentiality agreement to Customer and it is refused, it is entitled not to make the Sale.
- L.A. Medical is responsible for the documentation or material placed at its disposal, and for returning it whenever requested.

4. Quotations and prices

- Only the Quotations elaborated according to model mod. 229 of L.A. Medical are considered. Prices or delivery times that are not formalized in writing form are not considered.
- If the Quotation deadline has expired and an order is placed, L.A. Medical is entitled to remake the Quotation.
- Sending a Quotation does not mean making the Sale official.
- L.A. Medical only does Quotations based on the reference, product information, samples or drawings sending by the Customer.
- The Prices shown in the sales literature or price lists are not binding and are subject to change without notice.
- Order Confirmation prices are not subject to revision, unless Order changes are made by the Customer. These are only carried out after acceptance of L.A. Medical.
- All L.A. Medical prices are in Euros and Ex Works, plus current taxes and fees.
- Special conditions may have an extra cost.

5. Order confirmations and delivery dates

- It is considered an Order Confirmation, the official L.A. Medical document with model mod.011.
- If the Customer fails to return the signed Order Confirmation within 8 business days, L.A. Medical has no longer responsibility on delivery, which may extend beyond the indicated date.
- For stock Sales, L.A. Medical could choose to issue a direct Invoice, without Order Confirmation. In these cases, these general sales conditions are considered accepted if after 2 working days of Sale reception, the Customer does not indicate their non-acceptance.
- The Customer may only change the Order if he has not yet returned the Order Confirmation signed, and if he does so in writing form. The additional costs or change of delivery time are his responsibility.
- The delivery times provided by L.A. Medical are informative, so in case of any delay, this should not be cause for Customer cancelling the order.

- Depending on the Order date, the delivery time may vary in relation to the Quotation.
- Any change to the delivery time by L.A. Medical will be communicated immediately to Customer in writing form.

6. Supply

- The Sale will be fulfilled by L.A. Medical in accordance with the technical specifications, deadlines, quality and defined quantities, particular conditions and in good conservation state.
- The Customer shall make available to L.A. Medical all documentation, samples, gauges, etc. necessary for the proper execution of the Order.
- If Customer cancels the Order, changes quantities or qualities after Order Confirmation, it is obligated to pay the purchased components / raw material, manufactured components and is responsible for the changing of the delivery time.
- Any conditions for the execution of the Sale, doubts, deviations from the provisions or proposals for changes by L.A. Medical must be made in writing form and may only be carried out after acceptance by the Customer. Until then, the order is pending without penalty.

7. Labeling, packaging and sending

- The Sales of L.A. Medical are properly packaged, labeled for traceability and in accordance with current legislation.
- All Sales are accompanied by their invoices, delivery notes and all correspondence (unless agreed upon).
- Shipping costs (transportation, insurance, packaging and associated taxes / charges) are the responsibility of the Customer (unless otherwise indicated). These costs are mentioned in the Invoice.
- For Sales of more than 5000 euros, L.A. Medical required to Customer a transportation insurance, which will be charged to the Customer (unless otherwise agreed), and if he does not accept, L.A. Medical ceases the responsibility on the Sale after this installations.
- In shipments made by L.A. Medical carrier, at the delivery, the Customer must check the status of the Sale, record any visible anomaly in the carrier's guide and communicate what happened to L.A. Medical, in writing form, with visual evidence, within 24 hours. If this does not happen, the Sale is considered delivered in perfect condition.

8. Returns and Non-Conformities

- Returns will only be accepted within a maximum period of 10 business days after receipt of the Sale and with prior agreement.
- In order to avoid exchanges or returns, the Customer must check if the required corresponds to the mentioned in the Order Confirmation.
- Non-Conformities must be communicated by the Customer 3 business days after receiving the Sale or 3 business days after inspection.
- All Non-Conformities are evaluated by the L.A. Medical Quality Department, and if applicable will create the respective Corrective Actions.
- Non-Conformities not include: normal wear and tear, detention due to misuse or abuse of the user, presence of preventive or corrective maintenance, and use for any purpose other than it was intended to.

9. Warranty

- L.A. Medical provides 5 years of warranty from the invoice date, except for: normal wear and tear, misuse or abuse, presence of preventive or corrective maintenance, and use for any purpose other than it was intended to.

10. Payment conditions

- Payment conditions are defined in the Order Confirmation and in the particular agreed conditions (if they exist).
- Non payment of overdue invoices gives L.A. Medical the right to cancel or suspend the delivery of present orders.
- Failure to comply with payment conditions gives L.A. Medical the right to claim the corresponding indemnification.

11. Extraordinary reasons

- L.A. Medical cannot be held responsible for failure to comply with any of the above conditions, if it is caused by force majeure, under the terms of the current law.

12. Final clauses and applicable legislation

- The invalidity of any previous conditions does not affect the validity of the others.
- The present conditions and other documentation mentioned are governed by the current Portuguese legislation.
- The court of Baixo Vouga - Albergaria-a-Velha, will be the authority to resolve any issues arising from these general sales conditions.