

Terms and conditions of use

1. Preamble

1.1. PharmaDrugTest.com

PharmaDrugTest.com is a website of **Kappa City Biotech SAS**.

32 rue Danton, 03100 Montluçon, FRANCE

Tel : +33.(0)4.70.08.08.85

RCS Montluçon : 480 569 847

President : Mr. Frédéric RODZYNEK

Customer service : if you wish to follow the execution of your order, exercise your right of withdrawal, or for any other information our customer service is at your disposal :

- By email : customerservice@pharmadrugtest.com
- With our web form : [contact form](#)
- By phone : +33.470.08.08.85, from Monday to Friday, 9AM-6PM CEST.

You can also :

- Access your order online at any time on your customer account via [this link](#) and which also gives you access to an online tracking of all your orders.
- Mail us to the following address :
Kappa City Biotech SAS
Customer service - PDT
32 rue Danton, 03100 Montluçon, France

1.2. Terms and Conditions

Any order you place on this site will be subject to these general conditions of sale as well as to the special conditions governing the purchase of certain associated services. These are intended to define the sales regime and the rights and obligations arising therefrom.

We inform you that, insofar as you order the products online, your agreement regarding the contents of these general conditions of sale does not require a handwritten signature.

The client declares to be at least 18 years of age and have legal capacity or parental authorization to place an order on PharmaDrugTest.com

Our general conditions of sale can evolve at any time.

We invite you to read the version in force on the day of your order.

For this purpose, you have the option to download, save and reproduce the terms and conditions.

The contract of sale of a property purchased on the site consists of the general conditions of sale in force at the time of the order and the order form.

1.3. Retention of Sales Data

Unless proved otherwise, our computer records, kept in reasonable security conditions, will demonstrate communications, orders and payments.

We will archive purchase orders and invoices on a reliable and durable basis, which can be legally produced as proof.

Upon request, you will be able to access it for orders of an amount greater than or equal to 100 Euros.

2. Our offer

2.1. Precise nature of products sold by PharmaDrugTest.com

Our site sells a wide range of drug and alcohol testing products for both individuals and professionals.

2.2. Compliance of offers

The products we offer comply with the laws and regulations applicable in France, European Union and other countries, including the USA and Canada.

In the particular case where a package does not contain a paper notice in English, PharmaDrugTest.com undertakes to make available to you this supplement in paper or digital form, according to our possibilities.

For any purchase outside France, you must verify the specificity of the legislation in force in the country concerned, whether for taxes, declarations, prohibitions, etc ...

We cannot be held liable for non-compliance with the legislation of the country where the product is delivered, it is your responsibility to check with the local authorities the possibilities of importing or using the products or services.

2.3. Purchases by professionals

PharmaDrugTest.com is mainly intended for direct sale to individuals.

However, our company provides first and foremost professionals, including health professionals.

We invite you to contact us directly before buying.

2.4. Use of products.

PharmaDrugTest.com sells its products directly to consumers.

By virtue of these terms and conditions, whether you are an individual, a professional, a company or an association, **you undertake unconditionally not to resell, commercialize or redistribute the products purchased at PharmaDrugTest.com, in any geographical area.** The items purchased at PharmaDrugTest.com are therefore in no way authorized for resale or distribution (retail, wholesale, auction, or otherwise). This clause aims to protect the rights and intellectual property / industrial of PharmaDrugTest.com and exclusive distribution agreements between PharmaDrugTest.com and its suppliers / manufacturers / distributors.

By purchasing products from PharmaDrugTest.com, you formally agree to comply with this entire agreement.

PharmaDrugTest.com reserves the right to initiate legal proceedings necessary to comply with this clause.

3. Order processing

3.1. Information to be provided when ordering

You must verify the completeness and the compliance of the information you provide to us at the time of the order, in particular concerning the delivery address.

We can not be held responsible for any errors of seizure and the resulting consequences (eg delays or errors in deliveries). In this context, the expenses incurred for the redirection of the order would be at your expense.

4. Payment

A specific page does our site explicit in detail the means of payment

4.1. Payment methods

The available payment methods are set out in an annex available on [our website](#) (<https://www.pharmadrugtest.com/content/5-secure-payment>).

This annex forms an integral part of these general conditions of sale and can not be separated from them.

4.2. Payment Security

By validating the order form, you guarantee us to have the necessary authorizations to use the method of payment that you have chosen. We certify that credit card details are encrypted using SSL (Secure Socket Layer) protocol and never circulate non-encrypted on the network. Payment is made directly to the bank. Bank payments are fully managed by the Monetico/CIC solution. The bank information (card number, date of validity and name of the holder) are not visible or consultable by PharmaDrugTest.com.

4.3. Total payment

Payment of goods and postage is due in full as of the order. The sums collected can not be considered as a deposit. An order will be considered as paid when all the products have been shipped and you will have fully paid the products and your participation in the shipping costs.

4.4. Incomplete payment

We will have the right to refuse to make a delivery or to honor an order in the event that you have not paid a total amount in whole or in part for a previous order or in the event of a payment dispute.

We retain full ownership of the products for sale, until the full payment of all the sums due to your order (including taxes and fees).

However, once the goods have been received, the risk burden is transferred to you. You must therefore ensure the proper preservation of these goods.

PharmaDrugTest.com reserves the right to claim the products ordered in case of default of payment. Upon request, the customer undertakes to return any unpaid product, at his expense.

5. Delivery

5.1. Shipping solutions

The products will be delivered to you at the address indicated on the order form. Depending on the weight and/or volume of the different products ordered, you will have the choice of different shipping solutions: see [our website](#) (<https://www.pharmadrugtest.com/content/1-delivery>).

In the event that the indicated address is not correct or incomplete, PharmaDrugTest.com will be entitled to claim the payment of new delivery charges.

5.1. Shipping Information

The available delivery methods are set out in an annex available on [our website](#) (<https://www.pharmadrugtest.com/content/1-delivery>).

This annex forms an integral part of these general conditions of sale and can not be separated from them.

In all cases, the contractual delivery date or, alternatively, the contractual delivery time is the one that will be displayed on the " Shopping-cart summary " page for each carrier available next to the "Expected Delivery". This information is available in your customer area, by clicking on the number of your order, in the section "Estimated Delivery Date".

6. Receiving orders

6.1. Verification

We invite you to check (or have checked by the receiving agent) the apparent state of the products on delivery with the deliverer. Whatever the carrier and in the presence of an apparent anomaly (damage, product missing in relation to the delivery note, damaged package, broken products, etc ...), you must:

- Unpack the package in the presence of the delivery person, and
- Write down detailed circumstantial reservations on the carrier's receipt. The reservations made by the consignee upon delivery constitute means of proving the existence and extent of the damage. Be sure to be precise and complete in their writing (the simple mention "subject to unpacking" is considered too general and imprecise), and
- Inform PharmaDrugTest.com (Kappa City Biotech SAS) by registered mail within three (3) business days of delivery of your package.

In case of the slightest problem with the reception, it is essential that you keep the elements in the state in which they were delivered to you (accessories, notices, packaging (s) and on packing included).

If the products need to be returned, you will submit a simple return request to " Kappa City Biotech SAS - PDT, 32 rue Danton, 03100 Montluçon, France ".

This request shall be accompanied, where appropriate, by a copy of the letter addressed to the carrier or by the carrier or the "report of anomaly" obtained from the carrier. In the absence of a transport-related anomaly, the request for the return number can be made by e-mail to our customer service.

6.2. In case of abnormality or spoliation

Whether or not you accept delivery, for any open and / or damaged packages, you must issue "detailed handwritten reservations" which you will notify on the delivery slip and You will inform us by mail, as well as the carrier, within three (3) working days of delivery.

6.3. Noncompliance

In the event of a non-conforming product, you can formulate your claims with our customer service. You will be asked to describe precisely the reasons for non-compliance.

7. Terms and conditions of returning products

7.1. Returning products

We will make every effort to regularize the problem you will encounter as soon as possible.

In order to guarantee a better return processing, a return request must be made either directly from your customer area to the section "My Merchandise return" (if it is the exercise of your right of withdrawal), or by Mail to the contact details specified in article 1.1 hereof.

We inform you that certain documents related to the package (s) may be claimed. You will have to retain all the items received (including packaging) until you have fully resolved your claims.

7.2. How to return a product

On return, we recommend over-packing the original packaging of your products, as we will only be able to take back the returned products in their entirety, with their original packaging, the whole to be intact and in good condition.

You must accompany your return of a copy of the invoice.

The refund or exchange assumes that you have not damaged the product, or that you have not returned it incomplete.

The refund or exchange also assumes that you have not used the product if it is disposable or limited in number of uses.

The return or exchange of a rapid test (or home-test) for screening / detection of narcotic drugs (or other substances) can only be accepted if it is returned in its original individual packaging, without it being open, pierced, altered or damaged, even partially. The test device would then be considered contaminated and rendered unusable. Indeed, the sterility and humidity of the screening device are guaranteed by its individual packaging. A scratch or break in this package may cause contamination of the test device by external agents or altering elements (such as moisture), which may severely degrade the effectiveness and reliability of the test. A screening test device whose individual packaging has been damaged (as specified above in this paragraph) will be considered as having been used and will therefore not be refundable or exchangeable.

7.3. Precautions for return

We would like to draw your attention to the fact that in the absence of pre-paid label you must return the product:

- declaring the value of the product as it results from the purchase invoice and
- ensuring the perfect insurance coverage of the risks of return, in relation to the purchase invoice.

8. Special conditions for a return for withdrawal

8.1. Right to retract

You have the legal period of 14 clear days to return, at your expense, products that do not suit you. This period runs from the day after receipt of the product. After expiry of this period, you no longer have the right of withdrawal.

When this period expires on a weekend, holiday or French non-working day, it is extended to the next working day.

After expiry of this period, you no longer have the right of withdrawal.

8.2. Exercise of the right of withdrawal

In order to ensure the correct management of the returns, we invite you to use the section "Cancellation form" of your customer area, or to ask us by email or by mail, with the coordinates specified in article 1.1. You will then be assigned a return number. In the case of the exercise of the right of withdrawal, you may request either the reimbursement of the sums collected or an exchange in an amount equivalent to the sums paid or, if necessary, with a bank supplement, in accordance with legal provisions in force. This right of retraction is exercised without penalty. However, the costs of return remain at your expense.

8.3. Restrictions on right of withdrawal

The case of drug testing and other rapid tests: none of them will be eligible to the right of withdrawal if it reaches us unsealed or used. Since these products are for single use, retraction can only take place before they are opened and / or used. Thus, your right of withdrawal is subject and conditioned to the strict respect of our general conditions of sale, and more specifically the conditions of return, as specified in articles 7.1, 7.2 and 7.3 of the present conditions. We reserve the right to refuse your request for withdrawal in case of non-compliance with the said articles.

We inform you that costs and services that are ancillary to the main purchase contract can not be canceled (for example, express shipping costs).

8.4. Effects of right of withdrawal

If we exercise the right of withdrawal, we will make every effort to reimburse you within 15 days of receipt of the return. However, in view of the specific nature of the products sold, this period may be extended to 30 days, in particular when the product requires technical verification by our after-sales service (these products must in all cases be tested and / or checked). You will then be reimbursed by a re-credit system (secure transaction) in case of payment by credit card, or by bank wire in other cases.

9. Export and taxes

9.1. Pricing and Taxes

All orders will be invoiced including all taxes (VAT included). You will only be entitled to a refund of French VAT corresponding to the product (s) ordered if you qualify for a tax refund.

We reserve the right to refuse any request for a refund which does not correspond to the conditions specified in the present general conditions of sale, as well as those requested by the customs services.

Any request relating to the tax refund and / or the intra-Community VAT must be formulated after invoicing of the product (s) referring to it.

9.2. Outside European Union: benefit from a tax refund

Condition.

If you are resident outside the European Union and DOM, the invoice is drawn up at this address and you wish to benefit from a tax refund, you can apply for an export sales slip with our services. The price calculated and mentioned on the invoice will be all taxes included (TTC). The goods that can be zero-rated will be those that you will have bought for your personal needs, and the amount of your purchases will have to be greater than or equal to 200,00 € (VAT included) excluding participation of postage and / or service offers and / or Promotional offers.

Formalities.

You will have to make your request for export sales slip with our services, by telephone or by mail.

You will have to provide certain supporting documents before we issue the form: a double-sided copy of an identity document (passport, residence card, consular card, etc.), proof of honor (handwritten and identical to the model that will be communicated to you by the Customer Service) and a proof of domicile abroad.

After returning the Customs component within 3 months of purchase, we will be able to return you the amount of VAT of the product (s) concerned by check. The period before shipment of this refund will vary between four (4) and six (6) weeks upon receipt of the pink component covered by Customs.

Refusal.

In the event of non-compliance with the conditions and / or formalities, we may be obliged to refuse the issue of the slip of tax.

The offers of services and / or promotional that we are likely to propose, as well as the participations in the expenses of port will not benefit from any possible tax refund.

9.3. Inside European Union : Refund of VAT

Conditions.

- If you are an individual or an entity that is not subject to VAT, you will have to pay the prices indicated including all taxes (VAT included), including shipping costs, if applicable.

- If you are an entity subject to VAT (in particular a non-French company located in a European Union State), you must send us a reminder of your order on your company's letterhead which must explicitly mention the intra-Community VAT number of the company.

Formalities.

Upon receipt of this proof and after verification of the VAT number, a VAT-free invoice will be sent to you as well as a refund by check of the amount of VAT corresponding to the products invoiced.

Refusal.

We reserve the right to refuse any request for a refund which does not correspond to the conditions specified in the present general conditions of sale, as well as those requested by the customs services.

9.4. Ordering a product for use outside France: you accept your responsibility

You must take into account the fact that, as part of the relocation of an order or product to a country other than France, you remain the importer (or intra-Community purchaser) of the Products concerned.

Customs duties, local taxes, import duties, or state taxes that may be required are your responsibility.

You must ask the local authorities of your residence about the conditions of entry of the products ordered and you must make any corresponding declaration and / or payment to the competent bodies of the country concerned.

In addition, you must check with the local authorities the possibilities of importing or using the products or services you intend to carry. You must also ensure that the technical specifications specific to the manufacturer comply with the legislation of the country concerned.

If you do not comply with the legislation of the country where you have introduced the products, we can not be held responsible.

You must therefore inquire about the submission of the ordered product to this possible tax, fee or remuneration, the amount of this and the terms of its declaration and payment to the authorities designated by the law of your place of delivery.

10. Legal notices and responsibilities

10.1. Exemption from liability: cases of force majeure

Any unforeseeable event or circumstance beyond the control of the parties shall be regarded as unforeseeable circumstances or force majeure.

In such circumstances, a reconciliation should be preferred in order to examine the impact of the event and to agree on the conditions under which the performance of the contract will be continued.

10.2. Disclaimer of liability for products sold by our site.

PharmaDrugTest.com does not market medical devices for in vitro diagnostics (IVD). Our products are prevention tools. They are therefore not in any way medical products or devices. There are no prescribed marks or labels for IVD on primary and secondary packagings, as well as on instructions for use.

In this sense, our site can not be held responsible for any damage resulting from a misuse of the tests sold (error of handling, non respect of the instructions of use, accidental contamination of the product etc.) or misinterpretation of the results presented by these tests.

In other words, the customer buys and uses the products sold by our site voluntarily, knowingly, at his own risk, and the total and unconditional discharge of PharmaDrugTest.com.

In addition, we remind you that no screening test is 100% reliable. Some events, unpredictable and independent of our will, can result in false positive results and / or false negative results. We can not be held responsible in such cases, and you are invited to systematically use 2 similar tests (one verifying the results of the other). Furthermore, the results of a rapid drug test still need to be confirmed by gas chromatography coupled with mass spectrometry (GC/MS), which will make it possible to establish an exact dosage. By the present general conditions of sale, the customer therefore discharges PharmaDrugTest.com from any liability whatsoever relating to the occurrence of false positives and / or false negatives.

10.3. Legal Recall

We remind our clients that most national laws prohibit the use of a screening test without the knowledge of the person concerned (the donor) and without the knowledge of his parents if he is a minor.

PharmaDrugTest.com advocates and appeals to its friendly clientele for the strict compliance with these regulations and will not be held liable in the event that any of its customers use the products purchased on our site at contrary to the law.

10.4. Data Protection Act, Files and Freedoms

In accordance with French law "Informatique et libertés" n ° 78-17 dated 6 January 1978, you have the right to access and rectify the data concerning you and you can exercise this right by sending a letter to the address "Kappa City Biotech SAS - PDT, 32 rue Danton, 03100 Montluçon, France".

Depending on your choices issued when creating or consulting your account, you will be likely to receive offers from our company. If you no longer wish to do so, you can request it at any time via your customer area or by writing to us at the address above.

10.5. International sale: application of French law

Any dispute to which the order may give rise, concerning, for example, execution, interpretation, validity or its annulment, shall be governed by French law (for the rules of form and the substantive rules) excluding the provisions of the Vienna Convention of 11 April 1980 on the International Sale of Goods.

10.6. Scope of these conditions

If any provision of these Terms and Conditions is held to be invalid or declared to be invalid or unenforceable pursuant to any law, regulation or as a result of a final decision of a court of competent jurisdiction, And their scope.

10.7. Jurisdiction

In case of litigation, it will be tempted to find an amicable solution by PharmaDrugTest.com. In the absence of a settlement, the competent court shall be the Tribunal de Commerce de Montluçon (Montluçon Commercial Court), to the exclusion of any other jurisdiction.

V. 2.9 – 06/29/2020