

# General Terms

Version 1.0, valid from 15/01/2016

## Article 1. Application of the terms

- 1.1. Unless other terms are expressly accepted in written by ForYouMed (the Seller), the General Terms of sale shall govern all sales, notwithstanding different or contrary terms or conditions mentioned on the order form or other documents from the buyer.
- 1.2. The General Terms may be modified at any time without prior notice. The order of the Buyer shall constitute the offer.
- 1.3. The latest version of the General Terms are posted on our Website.
- 1.4. By placing an order, the Buyer explicitly agrees the general terms.
- 1.5. All purchase orders, including those received or accepted by representatives or agents of the Seller, shall commit the Seller only after his written acceptance, in the form of an order confirmation.

## Article 2. Prices and payment conditions

- 2.1 All the mentioned prices are unit prices without tax.
- 2.2 The prices are valid until 1 month after quotation.
- 2.3 All invoices are payable 8 days after receipt of the invoice, unless differently agreed upon.
- 2.4 Any invoice which is not paid on its due date shall from the next day bear interest, automatically and without prior notice, at the reference rate plus three percent (3%). Any amount which is unpaid on its due date shall be increased with administrative costs caused by recovery measures and this with a minimum amount of 25 Eur.

## Article 3. Delivery

- 3.1 All prices are ex-works Zomergem (transportation is not included starting from Zomergem)
- 3.2 Under normal circumstances the delivery time is approximately 21 working days.
- 3.3 The delivery time is for information purpose only and is not binding.

## Article 4. Warranty

- 4.1 L2S (Head LED Light Xenosys): 1 year with the exception of the batteries
- 4.2 Batteries of the L2S (Battery pack): 6 months
- 4.3 Loupes: 1 year
- 4.4 Claims for visible defects must be submitted by the buyer in writing to the seller within three (3) days following the delivery of the goods.
- 4.5 In case of timely and justified claims ForYouMed shall either, at its sole discretion, replace the defect goods or refund the respective purchase price.

## Article 5. Liability

- 5.1. Under no circumstances shall ForYouMed (the Seller) be liable for defects caused by bad storage, handling by the buyer, abnormal use of the goods, or transformation of the material due to climatological conditions.
- 5.2. Without prejudice to the above, the Seller's liability for damages arising from the delivered goods is in any case limited to the price of the goods.
- 5.3. In case of resale of the goods the Buyer shall, with respect to his own purchasers, restrict his liability for damage arising from the delivered goods to the value of this delivery.

## Artikel 6. Retention of Title

6.1 The delivered goods shall remain the Seller's property until the invoice is fully paid. As far as possible under the applicable law, the retention of title also applies for delivered goods that are transferred to third parties.

6.2 Notwithstanding the above, the risks of goods sold pass to the Buyer at the time of delivery.