

General Delivery Terms

RD-Trading registered in Wittem at the Chamber of Commerce South Netherlands, number 68931220

Article 1 General condition

1.1 In these general conditions the following terms are used in the following meaning, unless explicitly stated otherwise:

RD-Trading deals with and takes on orders concerning the delivery and distribution of medical products. By assignment is meant: any agreement with RD-Trading, indifferent or in view of doing so to exercise one or more of the activities described in article 1a, or to perform another performance, all this in the broadest sense of the word.

1.2 The provisions of these general terms and conditions apply to every offer and every agreement between the supplier and a buyer on which the supplier has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.

1.3 By placing an order, the buyer agrees to these conditions.

1.4 These conditions also apply to all agreements with the supplier, for the execution of which third parties must be involved.

1.5 General terms and conditions of the buyer are only applicable if expressly agreed in writing that they apply to the agreement with the exclusion of these conditions. In that case, any conflicting provisions in the general terms and conditions of the supplier and buyer will only apply between the parties if and insofar as they form part of the supplier's terms and conditions.

1.6 If one or more provisions in these general terms and conditions are null and void or may be annulled, the other provisions of these general terms and conditions remain fully applicable. Supplier and buyer will then consult in order to agree on new provisions to replace the void or void provisions, whereby if and as far as possible the purpose and intent of the original provision will be observed.

1.7 All provided company information in which the buyer has taken knowledge of the supplier / RD-Trading must be handled strictly confidentially and may not be passed on to third parties.

Deviation from these general terms and conditions is only binding for RD-Trading if it has explicitly confirmed this in writing

Article 2 Offers and quotations

- 2.1 All offers and quotations from RD-Trading are without obligation, unless the offer states a term for acceptance.
- 2.2 The offers made by the supplier are without obligation; they are valid for 1 month, unless stated otherwise. The supplier is only bound to the tenders if the buyer thereof confirms the acceptance within 1 month.
- 2.3 Offers or quotations do not automatically apply to repeat orders.
- 2.4 Verbal commitments by and agreements with our subordinates, representatives or intermediaries do not bind RD-Trading until and after they have been confirmed in writing by RD-Trading.
- 2.5 The prices in the mentioned offers and quotations are exclusive of VAT and other government levies as well as shipping and any transport and packaging costs, unless expressly stated otherwise. The prices are in euros (€) unless stated otherwise.
- 2.6 If the acceptance deviates (on minor points) from the offer included in the quotation, the supplier is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the supplier indicates otherwise.
- 2.7 Delivery times stated in quotations from RD-Trading and other terms stated for RD-Trading performance are global and only informative; exceeding it does not entitle the potential buyer to compensation or dissolution.
- 2.8 Acceptance is only accepted after a written confirmation from the buyer.

Article 3 Execution of the agreement

- 3.1 Supplier shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Everything based on the current state of knowledge at that time.
- 3.2 If and insofar as required for the proper execution of the agreement, the supplier has the right to have certain work carried out by third parties.
- 3.3 The buyer shall ensure that all data, of which the supplier indicates that these are necessary or of which the buyer should reasonably understand that these are necessary for the execution of the agreement, are provided to the supplier in time. If the data required for the execution of the agreement are not provided to the supplier in time, the supplier has the right to suspend the execution of the agreement and / or to charge the buyer the extra costs resulting from the delay according to the usual rates. .
- 3.4 The Supplier shall not be liable for damage of any kind whatsoever, because the Supplier has assumed incorrect and / or incomplete information provided by the Buyer, unless this incorrectness or incompleteness should have been known to the Supplier.
- 3.5 If the third parties engaged by the supplier or by the supplier carry out work within the scope of the assignment at the location of the buyer or a location designated by the buyer, the buyer shall provide the facilities reasonably desired by those employees free of charge.
- 3.6 The buyer indemnifies the supplier against any claims from third parties that suffer damage in connection with the execution of the agreement and which is attributable to the buyer.

Article 4 Deliveries

4.1 Deliveries are made on or on the ground floor. RD-Trading can not be held responsible for any costs incurred to get items on the first or the second floor. RD-Trading can also not be held responsible or proceed to dissolve the agreement if an article can not be placed on the first or second floor in connection with the dimensions.

All items are usually available within 7-10 working days up to a maximum of four weeks. The buyer receives a confirmation of the placed order by e-mail. If an article is temporarily out of stock, the buyer will receive notice within 7 working days. In consultation with the buyer, the order will be held by RD-Trading or cancelled by the customer.

The items are delivered to the delivery address that the customer has specified when placing the order

4.2 The buyer is obliged to take delivery of the goods at the time that the supplier delivers them or has them delivered to him, or at the moment at which they are made available to him according to the agreement.

4.3 If the buyer refuses to take delivery or is negligent with the provision of information or instructions necessary for the delivery, the supplier is entitled to store the goods at the expense and risk of the buyer.

4.4 If the goods are delivered, the supplier is entitled to charge any delivery costs.

4.5 If the supplier has specified a delivery period, this is indicative. A specified delivery time is therefore never a fatal deadline. If the term is exceeded, the buyer must give the supplier notice of default in writing.

4.6 The Supplier is entitled to deliver the goods in parts, unless this has been deviated from by agreement or if the partial delivery does not have an independent value. The Supplier is entitled to invoice the delivered goods separately.

4.7 If the delivery is postponed at the request of the buyer, the buyer shall owe a fee to the supplier, in connection with storage costs that the supplier must incur, the additional risks that the supplier will incur as a result. This fee amounts to 10% of the invoice value per month.

From the moment of delivery, the case is already at the risk of the customer. In case of damage during transport RD-Trading items can be replaced within seven days.

Article 5 Fees, price and costs

5.1 Supplier may, among other things, pass on price increases if, between the time of the offer and execution of the agreement, significant price changes have occurred in respect of, for example, exchange rates, wages, raw materials, semi-finished packaging material. This also applies if the price increase was foreseeable at the time of the conclusion of the agreement.

5.2 The prices used by the supplier are exclusive of VAT and any other levies, as well as any costs to be incurred within the framework of the agreement, including shipping and handling costs, unless stated otherwise. Dutch VAT rates are 6% and 21%.

Article 6 Amendment of the agreement

6.1 If it appears during the execution of the agreement that it is necessary to change and / or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.

6.2 If the change and / or addition to the agreement have financial and / or qualitative consequences, the supplier will inform the buyer in advance. If a fixed rate has been agreed, the supplier shall indicate to what extent the change or supplement to the agreement results in an exceeding of this fixed rate.

6.3 Contrary to the provisions in this regard, the supplier will not be able to charge any additional costs if the change or supplement is the result of circumstances that can be attributed to him.

Article 7 Payment terms

7.1 Unless otherwise agreed in writing, the payment must be made in advance.

Payment must be made:

A. Through bank transfer. Prepayment transferred to the bank account indicated by RD-Trading.

7.2 In the event of liquidation, bankruptcy, debt repayment, attachment or suspension of payment of the buyer, the claims of the supplier against the buyer will be immediately due and payable.

Article 8 Retention of title

8.1 All goods delivered by the supplier, including any designs, sketches, drawings, films, software, (electronic) files etc. remain the property of the supplier until the buyer has fulfilled all the following obligations from all agreements concluded with the supplier.

8.2 The buyer is not entitled to pledge the goods falling under the retention of title or encumber them in any other way.

8.3 If third parties seize goods delivered under retention of title or wish to establish or assert rights on them, the buyer is obliged to inform supplier of this as soon as reasonably may be expected.

8.4 The buyer undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.

8.5 Supplier delivered goods, which are subject to retention of title pursuant to 9.1 of this article, may only be resold within the framework of normal business operations and may never be used as a means of payment.

8.6 In the event that the supplier wishes to exercise his property rights as referred to in this article, the buyer now gives unconditional and non-revocable permission to the supplier or third parties to be designated to enter all those places where the properties of the supplier are located and those goods. to take back.

Article 9 Guarantees

9.1 The supplier guarantees that the items to be delivered meet the usual requirements and standards that can be set for them.

9.2 The guarantee mentioned under 9.1 also applies if the goods to be delivered are intended for use abroad and the buyer has expressly notified the supplier of this use in writing at the time of concluding the agreement.

9.3 The guarantee mentioned under 9.1 only applies if the delivery differs from the ordered goods, unless otherwise stated in writing by the supplier.

9.4 After the organization of own logistic solutions and damage established after receipt is not reimbursed and does not fall under the 10.1-mentioned guarantee.

Article 10 Collection costs

10.1 If the buyer is in default or fails to comply with one or more of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the buyer. If the buyer defaults on the timely payment of a sum of money, he will forfeit an immediately due and payable penalty of 10% of the amount still owing with a minimum of € 50.00.

10.2 If the supplier has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.

10.3 Any reasonable judicial and execution costs incurred will also be borne by the buyer.

10.4 The Buyer owes interest on the collection costs incurred.

Article 11 Suspension and dissolution

11.1 The Supplier is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if:

- Buyer does not or not fully comply with the obligations from the agreement.
- After the conclusion of the agreement the supplier becomes aware of circumstances, which give good grounds to fear that the buyer or supplier itself will not fulfil the obligations. In the event that there is good reason to fear that the buyer or supplier will only partially or improperly fulfil his obligations, the suspension is only permitted insofar as the shortcoming justifies it.

11.2 If the supplier is unable to fulfil the contract, reimbursement or outstanding credit will be granted to the buyer.

11.3 If the agreement is dissolved, the claims of the supplier against the buyer will be immediately due and payable. If the supplier suspends fulfilment of the obligations, he will retain his rights under the law and agreement.

11.4 Supplier always reserves the right to claim compensation.

11.5 It is not permitted to return delivered items without permission. Returned goods are directly owned by RD-Trading and the buyer is not entitled to new delivered goods, unless otherwise agreed in writing.

Article 12 Liabilities

12.1 If the goods delivered by the supplier are defective, the liability of the supplier towards the buyer is limited to what is regulated in these conditions under "Guarantees".

12.2 If the supplier is liable for direct damage, this liability is limited to a maximum of twice the amount of the invoice, at least that part of the agreement to which the liability relates. The liability is at all times limited to a maximum of the amount of the payment to be made by the insurer of the supplier in the occurring case.

12.3 Direct damage is exclusively understood to mean:

- The reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions
- Any reasonable costs incurred to have the defective performance of the supplier comply with the agreement, unless this defect cannot be attributed to the supplier
- Reasonable costs incurred to prevent or limit damage, insofar as the buyer demonstrates that these costs have led to limitation of direct damage as referred to in these terms and conditions.

12.4 Supplier is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

12.5 The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence of the supplier or his subordinates.

Article 13 Risk transition

13.1 The risk of loss or damage to the products that are the subject of the agreement passes to the buyer at the time of payment received and is thereby brought into the control of the buyer or of a third party to be designated by the buyer.

Article 14 Force majeure

14.1 The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal acts or generally accepted for their account.

14.2 Force majeure in these general terms and conditions is understood in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which the supplier can not exert influence, but as a result of which the supplier is unable to meet his obligations. . Work strikes in the supplier's company are included.

14.3 The Supplier shall also have the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after the supplier should have fulfilled his obligation.

14.4 During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.

14.5 Insofar as at the time of the occurrence of force majeure the Supplier has in the meantime partially fulfilled its obligations under the agreement or will be able to comply with it, and the part that has been fulfilled or to be fulfilled will be assigned independent value, the Supplier is entitled to comply with the already fulfilled or fulfilled part of invoicing separately. Buyer is obliged to pay this invoice as if it were a separate agreement.

Article 15 Indemnities

15.1 The buyer shall indemnify the supplier against claims by third parties with regard to intellectual property rights on materials or data provided by the buyer that are used in the execution of the agreement.

Article 16 Disputes and Applicable law

11.1 Only Dutch law applies to all agreements and / or actions performed by RD-Trading; these agreements and / or actions are deemed to have been concluded, or performed in the Netherlands.

Insofar as the Law allows and RD-Trading does not elect another competent Judge, all disputes arising from agreements entered into with RD-Trading will be judged by the competent judge in Maastricht.

Article 17 Recall actions

17.1 RD-Trading will act immediately and decisively on all product reminders to prevent or limit damage to the customer (s). RD-Trading is obliged to inform all customers within 24 hours about the announcement by the manufacturer.

17.2 Revocation procedure is put into use after agreement between supplier and buyer.

Article 18 Change, explanation and location of the conditions

18.1 Applicable is always the latest published version or the version as it was at the time of the conclusion of the agreement, to see on our website.