

General business conditions ears4U

Article 1 - General Provisions

1.A. Unless previously agreed otherwise, these general terms and conditions are applicable to each offer made by Ears4U and / or all of Ears4U orders and / or Ears4U work performed and / or all deliveries c.q. dissimilar performance in the broadest sense of the word.

1.B. Deviations agreed will never apply for more than one job, unless again repeatedly been confirmed in writing in accordance with the previous article.

1.C In contradiction of these terms and conditions of any third party client c.q., these conditions shall prevail.

Article 2 - Warranty terms

2.A. The warranty is determined by the applicable law. Upon notice of Ears4U is, taking into account the following sub items, proceeded to repair or termination of the agreement and possibly pay back any payments already made.

2.B. The Terms of business Ears4U are hereby unaffected.

2.C. Buyer has the legal right to a proper product, that Ears4U monitors, including the internal electronics, have guarantee for two years after purchase.

2.C.a. Due to non controllable usage of the monitor cable and connectors, these are excluded from warranty.

2.C.b. The monitors have a custom tailored fit to the ears of the buyer, which is approved at delivery or the buyer returns the product for making improvements within a period of 3 months. After 3 months, a claim for the fit is in consequence no longer possible and falls outside the warranty determination.

2.C.c. Repairs can of course be performed by Ears4U at normal rates.

2.D. No guarantee is given, including consequential damages, when:

2.D.a. the buyer intentionally makes an incomplete declaration of facts, or does not fulfill an obligation whereby interest of Ears4u might be harmed.

2.D.b. the defect was caused by not correctly following instructions in the user manual

2.D.c. the defect is the result of buyer's actions or negligence due to improper use, including contacting the product with a liquid which may reach the internal electronics and / or to warm or heat the product, and / or the product in whole or in part, expose to excessive pressure and / or clean the product with aggressive cleaning agent.

2.D.d. the defect was caused by not timely not timely performing a necessary repair.

Article 3 - Applicable Law

3.A. At the conclusion, content and execution of the foregoing warranty provision is Dutch law.

3.B. All disputes of whatever nature shall be subject to the judgment of the competent Dutch court, with the exclusion of all other arbitrating, advisory and judicial bodies.

Article 4 -Delivery and Delivery time

4.A. The agreed deadlines are always approximate and can never be regarded as deadlines, unless otherwise expressly agreed in writing.

4.B. Disruptions in the business due to force majeure (*as how will apply include: war, mobilization, riots, floods, traffic jams, fire, strikes, lockouts, no supplies of materials needed for manufacturing, government measures to production constraints*) which disrupt the normal course of operations and delay the execution of a contract or make it impossible to dismiss Ears4U of compliance with the agreed period of the performance obligation without the client and / or buyer being able to enforce any right or compensation of costs, damages, consequential damages or interest.

4.C. Under force majeure as named in the said article, Ears4U shall immediately notify the client and / or buyer which then for eight days has the right to cancel the contract and / or sale in writing, however, the obligation to fulfill the invoice for already executed parts of the contract and / or return the bought product remains.

4.D. Ears4U has the right, if the supply of a product can not be carried out due to client / buyer, all costs that Ears4U had to make to be able to do the delivery will be invoiced to the customer / buyer.

Article 5 - Liability

5.A. Ears4U is unaffected specified warranty provision, not liable for all damages or costs of any kind, including consequential damages caused by defects in or using the monitor supplied.

5.B Client is obliged to indemnify us from any and all claims of third parties including compensation, product liability, relating to the use of the monitors delivered by Ears4U.

5.C. During the creation of the fit, the client must immediately indicate if he or she previously experienced some discomfort so Ears4U is relieved from any liability by complaints afterwards.

Article 6 - Rights of Ears4U

6.A. All intellectual and industrial property rights relating to products delivered to the customer by Ears4U or in any way made available, are based exclusively at Ears4U unless the parties expressly agree otherwise in writing. The client obtains only the rights of use based on the applicable license terms.

6.B. The Client / buyer is not permitted to delete or modify any indication regarding copyrights, trademarks, trade names or other intellectual or industrial property of the equipment or materials.

6.C. It is Ears4U allowed to take technical safety measures to protect the equipment.

6.D. The client is not permitted, without prior written consent of Ears4U, to dismantle the equipment in whole or in part, to integrate or combine with other equipment, copy, modify, create or modify variations, except as permitted by the applicable license and except as permitted by law.

Article 7 - Certification

Ears4U products meet CE certifications.

Article 8 - Final Determination

8.A. In all cases which these general terms and conditions are not provided for, the decision rests solely with Ears4U.

<http://www.ears4U.nl> is the Ears4U website
Zuiderparalellweg 45 6953DD Dieren, Netherlands is the address
Chamber of Commerce number 09,206,753,
VAT number NL162231040b01

8.B. Ears4U recognizes its responsibility as a company to reduce the influence of the processes and products of Ears4U on the environment to a minimum.