

## **GENERAL TERMS & CONDITIONS:**

### **ORDERS:**

- 1) All orders must be presented in writing (fax/e-mail) stating product name, type, quantity and colour according to MEDEN's colour guide.
- 2) Minimum value of a single order: EUR 2500.
- 3) All orders are for standard products by default. Any orders for special versions (e.g. different size) need a confirmation in writing from MEDEN-INMED side.
- 4) MEDEN-INMED reserves itself the right to accept or not accept the cancellation. In case MEDEN-INMED accept the cancellation of order, a cancellation fee of 25 % of the device price will be charged. Custom-made devices may not be cancelled.
- 5) Special versions of the devices are subject to special conditions and in no case can these orders be cancelled by the buyer.

### **PRICES AND PRODUCT SPECIFICATION:**

- 6) Prices are EX WORKS MEDEN-INMED factory, Koszalin, Poland (without: packing charges, VAT, transport, assembly).
- 7) Packing charges: 3 % on average (from the price before discount) but not less than 100 Euro for couches (125 Euro for Bobath couches).
- 8) Packaging is not returnable.
- 9) The price offer is prepared with going prices. MEDEN-INMED reserves itself the right to modify the selling price, even if agreed upon, in case of changes of subassemblies prices, currency fluctuation, taxes or any other significant changes.
- 10) MEDEN-INMED reserves itself the right to modify its products to improve their quality, functionality and performance.
- 11) MEDEN-INMED may change without prior notification and at any moment the dimensions and technical characteristics of the products, following its policy of continuous development and improvements in quality and performance of its products.
- 12) Drawings, pictures, information of user's manual, leaflets and brochures are property of MEDEN-INMED. Any reproduction of all or part thereof is forbidden. Written authorization must be obtained from MEDEN-INMED directly.
- 13) Each change in product specifications from the standard version will be charged additional 10% (counted from basic price).
- 14) MEDEN-INMED reserves the right to increase the price even at delivery, depending on the increasing price of raw materials used for production.

### **PAYMENT TERMS:**

- 15) Payment in advance (100% prepayment prior to shipment). Our sales team will provide you with pro forma invoice and our bank details so as to settle payment by means of a bank transfer.
- 16) In case of payment delay, legal interest will be charged.

**AVAILABILITY AND DELIVERY TERMS:**

- 17) Delivery time: 1- 6 weeks of order receipt and upon receipt of your payment, depending on the nature of order and is subject to Meden confirmation.
- 18) Delivery time is always Ex Works Meden-Inmed.
- 19) Delivery time can be delayed for up to 30 days due to subcontractors' involvement.
- 20) Shall the buyer not collect the ordered goods within 30 days from the agreed delivery date, MEDEN-INMED has the right to rescind the contract through the buyer's fault. MEDEN-INMED shall sell those goods to third parties and the defaulting customer shall pay to MEDEN-INMED a penalty of 20 % of the goods' value as compensation for major loss.
- 21) Important NOTICE: The goods delivered via any mode of transportation may suffer from damage caused by factors the seller cannot predict or fully protect against. Please inspect the packaging for any damages and notify the carrier (on AWB / CMR document) and the seller immediately. In any case the buyer (vendor, distributor) must inspect (test-run) the products received within 7 days from the day the cargo reaches destination (air)port/location and report any claim regarding the condition of the goods received to the seller. The seller is not liable for any damages regarding the condition of the goods received filed after the period of 7 days from date of their arrival or when no damage report is submitted to the seller and/or carrier.

**TRANSPORT COSTS:**

- 22) The transport cost is paid by the buyer.

**ESTIMATES:**

- 23) Quotations will have a validity of 30 days unless otherwise stated. Once this period expires please ask for a new estimate.

**WARRANTY:**

- 24) Warranty period for each device is stated in USER'S MANUAL.
- 25) The validity of warranty period against any manufacturing flaw or mechanical defect starts from the date of purchase of the equipment, indicated in a proof of purchase.
- 26) Wear and tear of the upholstery will not be covered by the warranty.
- 27) The warranty is not valid if the device has been used improperly or in different way from that for which it has been designed.
- 28) During the warranty period, MEDEN-INMED shall decide to repair, exchange or reimburse the amount paid should the fault of the product sold emerge.
- 29) MEDEN-INMED will not bear any responsibility for possible damages resulting from faults during or after the warranty period. The responsibility of MEDEN-INMED is limited to the price of the part defective or component.
- 30) Claims must be sent to MEDEN-INMED only in writing and in any case within 7 calendar days from the arrival of the goods or else the claim is not valid. Claims do not suspend or delay the agreed payments.

**POST WARRANTY SERVICE:**

31) Price for 1 man-hour is 75,00 Euro. Price for 1 kilometer of service drive is 0,69 Euro.

**RETURNED GOODS:**

32) Goods returned to MEDEN-INMED because of obvious fault of Meden-Inmed's, will be credited for the full amount paid; in other situations every single case will be considered individually.

**REMARKS:**

33) MEDEN-INMED declares that all selling terms and conditions are regulated by the present general conditions notified to the customers through web site [www.en.meden.com.pl](http://www.en.meden.com.pl). Special conditions must be put in writing separately.

34) MEDEN-INMED operates in accordance with ISO 13485:2016.

35) MEDEN-INMED sells its products on a non-exclusive basis by default.