

GENERAL TERMS AND CONDITIONS (PATIENT CARE)

ORDERS:

1. All orders must be made in writing (fax/e-mail) stating the product name, type, quantity and colour according to MEDEN INMED's colour guide.
2. Minimum value of an order: EUR 2500.
3. All orders are by default for standard products. All orders for special versions (e.g. different size) require written confirmation from MEDEN-INMED.
4. MEDEN-INMED reserves the right to accept the cancellation or not. If MEDEN-INMED accepts the cancellation, a cancellation fee of 25% of the device price will be charged. Custom-made products cannot be cancelled.
5. Special versions of the devices are subject to special conditions and these orders cannot be cancelled by the buyer in any case.

PRICES AND PRODUCT SPECIFICATIONS:

6. The "Distributor's prices" are already final prices, EX WORKS MEDEN-INMED factory, Koszalin, Poland (excluding: packaging costs, VAT, transport, assembly).

Depending on the value of the order, additional discounts are granted:

5% if the order value is more than 20.000 EUR

7% if the order value is more than 30.000 EUR

10% if the order value is more than 45,000 EUR

7. Packaging costs: 3% on average (from the price before the discount), but not less than 100 Euro for tables (125 Euro for Bobath tables).

8. Packaging is not returnable.

9. The price quotation shall be in accordance with the prices in force at the time. MEDEN-INMED reserves the right to change the sales price, even if it has been agreed, in the event of changes in the prices of components, currency fluctuations, taxes or other significant changes.

10. MEDEN-INMED reserves the right to modify its products in order to improve their quality, functionality and performance.

11. MEDEN-INMED reserves the right to modify the dimensions and technical characteristics of its products at any time and without prior notice, in accordance with its policy of continuous development and improvement of the quality and performance of its products.

12. Drawings, pictures, information in the manuals, leaflets and brochures are the property of MEDEN-INMED. Any reproduction, in whole or in part, is prohibited. Written authorisation must be obtained directly from MEDEN-INMED.

13. Any change in the product specifications from the standard version will be charged with an additional 10% (calculated from the basic price).

14. MEDEN-INMED reserves the right to increase the price even at the time of delivery, depending on the increase in the price of raw materials used for production.

PAYMENT TERMS:

15. Payment in advance (100% advance payment before shipment). Our sales team will provide you with a pro forma invoice and our bank details for payment by bank transfer.

16. Statutory interest will be charged in the event of payment delay.

AVAILABILITY AND DELIVERY TERMS:

17. Delivery time: 1-6 weeks after receiving your order and payment, depending on the type of order and is subject to confirmation by MEDEN-INMED.

18. Delivery is always ex works.

19. Due to the involvement of subcontractors, the delivery time may be delayed by up to 30 days.

20. MEDEN-INMED has the right to withdraw from the contract if the buyer does not collect the ordered goods within 30 days after the agreed delivery date. MEDEN-INMED will sell the goods to a third party and the defaulting customer will have to pay a penalty of 20% of the value of the goods to MEDEN-INMED as compensation for major damage.

21. IMPORTANT NOTICE: Damage caused by factors which the seller cannot foresee or fully protect against may occur to goods delivered by any means of transport. Please check the packaging for any damage and notify the carrier (on the AWB / CMR document) and the seller immediately. In any case, the buyer (seller, distributor) must inspect (test run) the products received within 7 days from the day the cargo reaches the destination (air)port/location and notify the seller of any claims in relation to the condition of the goods received. The Seller shall not be liable for any claims regarding the condition of the received goods filed after the period of 7 days from the date of their arrival or if no damage report is submitted to the seller and/or the carrier.

TRANSPORT COSTS:

22. The cost of transport shall be borne by the purchaser.

ESTIMATES:

23. Estimates are valid for 30 days unless otherwise stated. Once this period has expired, please request a new quotation.

WARRANTY:

24. The warranty period for each appliance is stated in the USER'S MANUAL.

25. The validity of the warranty period against any manufacturing or mechanical defect starts from the date of purchase of the equipment, as indicated in a proof of purchase.

26. The warranty does not cover wear and tear of the upholstery.

27. Improper use or use other than that for which the product was designed will invalidate the warranty.

28. During the warranty period, MEDEN-INMED will decide on the repair, replacement or refund of the amount paid, should the product sold prove to be defective.

29. MEDEN-INMED is not responsible for any damages that may occur during or after the warranty period. The responsibility of MEDEN-INMED is limited to the price of the defective part or component.

30. Complaints must be made in a written form, and sent to MEDEN-INMED within 7 calendar days of receiving the goods, otherwise the complaint is not valid. Complaints do not suspend or delay the agreed payments.

31. It is possible to extend the warranty period with an additional fee (06-169). The amount of the additional fee shall be calculated on the basis of the final price of the equipment for the distributor and shall be as follows

a) Tables/lifts: 10% (1 year), 13% (2 years), 16% (3 years).

b) Hydro/treadmills/etc: 10% (1 year), 15% (2 years), 20% (3 years).

POST-WARRANTY SERVICE:

32. The price for 1 man-hour is 90.00 euros. The price for 1 kilometre of the service drive is 0.69 euros.

RETURNED GOODS:

33. Goods returned to MEDEN-INMED due to obvious fault of MEDEN-INMED will be credited for the full amount paid; in other situations, each case will be considered on an individual basis.

REMARKS:

34. MEDEN-INMED declares that all the conditions of sale are regulated by the present general terms and conditions, which are communicated to the customers through the website www.en.meden.com.pl. Any special terms and conditions shall be the subject of a separate agreement in writing.

35. MEDEN-INMED works according to ISO 13485:2016.

36. Our Medical Devices are designed and manufactured according to Regulation (EU) 2017/745 of the European Parliament and of the Council.

37. MEDEN-INMED sells its products on a non-exclusive basis as standard.