



Terms & conditions

The general terms and conditions set out below apply to the customers of Dräger Medical Belgium N.V., Heide 10, 1780 Wemmel, VAT BE 0402.121.121
Dräger Safety Belgium NV, Heide 10, 1780 Wemmel, VAT BE 0476.476.173

The general terms and conditions of sale, maintenance, repair and installation by our company, as set out below are set out, are deemed accepted by our customer to the exclusion of its own general or special conditions. The latter can only bind us if they have been expressly accepted by us. Under no circumstances may our consent be inferred from the circumstance that we would have entered into the contract concluded the contract without protesting against the provisions referring to the general, special terms and conditions or any other terms and conditions of our customer. The special and different provisions mentioned in the contracts for maintenance, inspection, repairs and conservation take precedence over the present terms and conditions. For all not provided for in the above-mentioned contracts, our general terms and conditions shall apply.

1. Information and offers

Unless otherwise stipulated, our company is only bound by the express and written confirmation of the information and technical specifications. Once accepted, our offers take precedence over any other document and cannot be contested according to their content. document and cannot be contested according to their content.

Our offers are only valid - unless expressly stipulated to the contrary - for 28 days from the date of the offer.

2. Cancellation

Unless otherwise stipulated, the customer is bound by the written confirmation of his order. At absence of an offer, our company is bound by the written confirmation of the order, or by the delivery or by the performance of the services. Cancellation of an order by the customer - for whatever reason - entitles our company to compensation equal to 20% of the invoice amount, without prejudice to the charging of all costs already incurred and any possible damages. Orders accepted by our representatives only bind us - barring exceptions - after written acceptance by on our part.

3. Delivery periods and force majeure

Unless expressly stipulated to the contrary, delivery periods shall be determined in the offer. The provided delivery deadlines are purely indicative and the customer accepts them as non-essential aspects of the agreement. Except as provided below, exceeding the delivery period cannot give rise to compensation, price reduction or cancellation.

4. Acceptance



In the absence of written complaint within 7 days from delivery or from the date of the end of the installation works, the equipment and its accessories (sensors, cables, etc. ...) as well as the installation works, is deemed to have been accepted by the buyer and to comply with the technical and administrative details stated on the order form. In the absence of a document determining the end of the works, the period of 7 days will start to run from the invoice date. The instructions for use as well as any other document are assumed to have been handed over, in the absence of response within that period. In the absence of reaction within the 7 days from the date of repair, this specific repair will be considered as carried out according to the rules of the art. In no case may a complaint formulated during the aforementioned periods delay the payment of the invoice. The material always travels at the customer's risk and expense, except where the means of transport depends of the seller.

5. Retention of title

The material sold remains our property until full payment of the purchase price both of the principal amount and additional costs. Even in the event of retention of title, all risks of loss or damage are transferred to the buyer from the conclusion of the contract.

6. The warranty

The warranty conditions of the equipment and appliances are those specified by the original manufacturer, unless otherwise stipulated. Unless expressly stipulated to the contrary, our installation installation works are guaranteed for 12 months from the end of the works.

6.1 Scope of the warranty obligation

Our company's warranty obligation is limited to the replacement of the pieces recognised as defective by the original constructor. This replacement will take place within the shortest possible time: the working hours will only be invoiced to the customer if they fall outside normal working hours and only for the difference with the ordinary rate. The customer will not be entitled to any compensation of any kind. In case of transfer of the material to third parties, our company will be indemnified from any guarantee for any any cause, without taking into account whether such transfer is free of charge or against payment. payment. The warranty obligation only applies if the material has been used according to normal standards of maintenance and duration. Our company disclaims any liability in the event that the material, devices or installations, are transformed, altered or repaired, outside our workshops and/or these operations have not been carried out by a member of our personnel. The same applies if they are accidentally damaged, badly used, insufficiently or poorly maintained, and when the identification marks have been obliterated. Under no circumstances, can we be obliged to pay damages.

6.2 Limitation - Exclusion

The warranty period starts from the day these deliveries leave our warehouses. The following items are not guaranteed: consumables and those intended for single use, as well as all items in rubber or similar material, in glass, patient cables, electrode cables, probes, etc. We decline all responsibility if, goods and/or installations supplied by us should cause direct or indirect damage to persons or goods.

7. Payment

Unless otherwise stipulated, our invoices are payable within 30 days from the invoice date. If payment is not payment on the due date, the following amounts will be charged without notice of default and by operation of law be charged from the due date:

- 1) default interest in the amount of 15%
- 2) irrespective of the late payment interest, a fixed compensation of 15 %, with a minimum of EUR 200.00.

8. Force majeure and imprecision

Circumstances such as strike, fire, flood and/or any similar situation are to be regarded as forms of force majeure, when they result in the delivery or performance of the contract being delayed or made impossible. The seller will not have to prove the unforeseeable and insurmountable nature of the force majeure. prove. In this case, we reserve the right to suspend the performance of our obligations, or to rescind the agreement, without any liability or compensation towards our customer. If the delay in delivery exceeds 12 months, in relation to the agreed deadlines regarding delivery and/or performance, the customer may cancel the order without having to pay any compensation payment. Under penalty of nullity, he must notify our company by registered letter, within a period of at least 15 days before the expiry of the 12-month period.

In addition, the company will not be obliged to fulfil any commitment if, due to a circumstance that occurs occurs after the commitment has arisen and beyond the firm's control, the economic balance between the firm's commitment and the firm's commitment and the customer's consideration for that commitment is disrupted, even if that circumstance was not unforeseeable. The economic balance will be deemed to be disturbed inter alia, if the cost of fulfilling the commitment on the part of the firm has risen by more than 15% or the firm would sell at a loss when fulfilling its commitment. performance of its commitment would sell or work at a loss. If necessary, the parties agree to renegotiate their agreement to renegotiate with a view to adapting or terminating it according to these changed circumstances.

9. Jurisdiction

All our contractual and other relationships are governed by Belgian law. All disputes regarding the validity validity, performance, interpretation or termination of this agreement shall fall under the exclusive jurisdiction of the courts of Brussels. jurisdiction of the courts of Brussels.

10. Administrative and logistics costs

For the sale of medical devices and consumables, for every delivery below the amount of EUR 200.00 excluding VAT, we will charge administrative/logistical costs of EUR 25.00 excluding VAT.

11. Recycling contribution



In accordance with the legal provisions, the recycling contribution valid at the time of invoicing is charged.