

# GENERAL CONDITIONS MDS BV FOR DELIVERIES TO CONSUMERS

## Article 1 - Definitions

The terms used in these conditions are defined as follows:

1. **Cooling-off period:** the period during which a consumer may invoke his right of withdrawal;
2. **Consumer:** a natural person who does not act in the course of his profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract regarding a series of products and/or services, whose delivery and/or purchase obligation is spread over time;
5. **Sustainable data carrier:** any means that enables a consumer or entrepreneur to store information that is addressed to him personally in a manner that enables future consultation and unchanged reproduction of the stored information.
6. **Right of withdrawal:** the consumer's option to decide not to continue with the distance contract within the cooling-off period;
7. **Entrepreneur:** a natural person or legal entity who offers distance products and/or services to consumers;
8. **Distance contract:** a contract that only uses one or more technologies for distance communication up to concluding the contract within the context of a distance-selling system for products and/or services, organised by the entrepreneur;
9. **Technology for distance communication:** a means that can be used to conclude a contract, without the consumer and the entrepreneur having met in the same room at the same time.

## Article 2 - Identity of the Entrepreneur

MDS bv

- [www.medicaldisposablesstore.com](http://www.medicaldisposablesstore.com)
- [www.medicaldisposablesstore.nl](http://www.medicaldisposablesstore.nl)
- [www.medicaldisposablesstore.de](http://www.medicaldisposablesstore.de)
- [www.nosetubes.nl](http://www.nosetubes.nl)
- [www.nosetubes.de](http://www.nosetubes.de)
- [www.nosetubes.com](http://www.nosetubes.com)
- [www.premium-scheren.de](http://www.premium-scheren.de)
- [www.premium-scissors.com](http://www.premium-scissors.com)
- [www.premium-scharen.nl](http://www.premium-scharen.nl)
- [www.mds-educatie.nl](http://www.mds-educatie.nl)

**Postal address:**

Postbus 123  
9750 AC Haren

**Visiting address:**

Rijksstraatweg 317  
9752 CG Haren

Telephone number: +31 (0)6-40971458

Fax Number: +31 (0)50-2301785

E-mail address: [info@medicaldisposablesstore.com](mailto:info@medicaldisposablesstore.com)

Company number: 56850638

VAT number: NL852331307B01

**Article 3 - Scope**

1. These general conditions govern any offer of the entrepreneur and any distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the wording of these general conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded it will be stated that the general conditions can be inspected at the entrepreneur's offices and shall be sent to the consumer free of charge as soon as possible.
3. If the distance contract is concluded electronically, at variance with the previous paragraph and prior to concluding this distance contract, the wording of these general conditions can be made available electronically to the consumer in such a manner that they can be stored easily by the consumer on a sustainable data carrier. If this is not reasonably possible, before the distance contract is concluded it will be stated where the general conditions can be inspected electronically and that they shall be sent to the consumer electronically or free of charge in any other way upon the consumer's request.
4. In the event that specific product or service conditions apply alongside these general conditions, the second and third paragraph apply by analogy and in the event of contradictory general conditions, the consumer can always invoke the provision that is most favourable to him.

**Article 4 - The Offer**

1. If an offer has a limited validity or is made under conditions, this is noted explicitly in the offer.
2. The offer contains an accurate and complete description of the products and/or services on offer. The description is detailed enough to enable the consumer to assess the offer

properly. If the entrepreneur uses images, they shall be a truthful representation of the products and/or services on offer. Manifest errors or mistakes in the offer are not binding to the entrepreneur.

3. Every offer contains enough information to ensure the consumer is clear on his rights and obligations that are associated with accepting the offer. This concerns in particular:
  - The price including taxes;
  - Any delivery charges;
  - The manner in which the contract is concluded and the actions that are required to conclude it;
  - Whether the right of withdrawal applies or not;
  - The payment, delivery and implementation method of the contract;
  - The period for accepting the offer or the period during which the entrepreneur guarantees the price;
  - The level of the rate for distance communication if the costs of using the distance technology are calculated on a basis other than the regular basic rate for the means of communication that was used;
  - Whether the contract is filed after it has been concluded and if yes, how the consumer can consult this;
  - The manner in which the consumer can check or correct the details he provided within the framework of the contract, prior to concluding the contract;
  - Any other languages in which the contract can be concluded, apart from Dutch;
  - The codes of conduct the entrepreneur has signed up to and the way in which the consumer can consult those codes of conduct electronically; and
  - The minimum duration of the distance contract in the event of a duration transaction.

## **Article 5 - The Contract**

1. Without prejudice to the provisions of paragraph 4, the contract is concluded at the time the consumer accepts the offer and complies with the conditions imposed.
2. If the consumer accepted the offer electronically, the entrepreneur immediately confirms receipt of acceptance of the offer electronically. For as long as the entrepreneur has not confirmed receipt of this acceptance, the consumer is able to dissolve the contract.
3. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to protect electronic data transfer and he will provide a secure web environment. If the consumer can pay electronically, the entrepreneur shall take account of suitable security measures.
4. Within statutory frameworks, the entrepreneur may ascertain whether the consumer is able to meet his payment obligations and the facts and factors that are relevant to responsibly entering into a distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the contract, he is entitled to refuse an order or request, whilst stating reasons, or to attach special conditions to the implementation.
5. The entrepreneur shall provide the consumer with the following information together with the product or the service, either in writing or in such a way that it can be stored accessibly by the consumer on a sustainable data carrier:

- a. The visiting address of the entrepreneur's site where the consumer may go with complaints;
- b. The conditions under which and the manner in which the consumer may use the right of

- withdrawal or a clear notice that the right of withdrawal is excluded;
- c. Information about guarantees and existing post-sales service;
  - d. The details included in Article 4.3 of these general conditions, unless the entrepreneur provided the consumer with all those details prior to implementing the contract;
  - e. The requirements for termination of the contract if the contract has a duration of more than one year or an indefinite duration.
6. In the event of a duration transaction, the provision of the previous paragraph only applies to the first delivery.

## **Article 6 - Right of Withdrawal**

### *For delivery of products:*

1. When a consumer purchases products, he has the option to dissolve the contract without stating reasons during a period of 14 days. This cooling-off period commences on the day following receipt of the product by the consumer or a representative designated by the consumer and made known to the entrepreneur.
2. During the cooling-off period, a consumer will deal carefully with the product and the packaging. He will only unpack or use the product to the extent required to assess whether he wishes to keep the product. If he invokes his right of withdrawal, he shall return the product and all the delivered accessories - if reasonably possible - in the original condition and packaging to the entrepreneur in accordance with the clear and reasonable instructions provided by the entrepreneur.

### *For delivery of services:*

3. In the event of delivery of services, the consumer has the option to dissolve the contract without stating reasons for a period of at least fourteen days, commencing on the day of commencement of the contract.
4. In order to invoke his right of withdrawal, the consumer shall comply with the clear and reasonable instructions provided by the entrepreneur with the offer and/or no later than on delivery.

## **Article 7 - Costs in the Event of Withdrawal**

1. If a consumer invokes his right of withdrawal, he shall be liable for no more than the costs of return.
2. If a consumer paid an amount, the entrepreneur shall repay this as soon as possible, but no later than 30 days from the return or the withdrawal.

## **Article 8 - Exclusion of the Right of Withdrawal**

1. The entrepreneur may exclude the right of withdrawal of the consumer, as provided for in paragraphs 2 and 3. Excluding the right of withdrawal only applies if the entrepreneur included this clearly in the offer, or at least in time before concluding the contract.
2. Excluding the right of withdrawal is only possible for products:

- a. That were created by the entrepreneur in accordance with the consumer's specifications;
- b. That are clearly personal in nature;
- c. That cannot be returned because of their nature;
- d. That spoil or age quickly;
- e. Whose price is linked to fluctuations in the financial market that cannot be controlled by the entrepreneur;
- f. Articles that have been used and cannot be taken back by the entrepreneur for hygiene reasons. This means they cannot be reimbursed by the entrepreneur either. It is also not possible for the consumer to return opened packaging.

3. Excluding the right of withdrawal is only possible for services:

- a. Regarding accommodation, transport, restaurants or leisure activities to be carried out on a certain date or during a certain period;
- b. Whose delivery was commenced with express consent from the consumer before the cooling-off period had expired;
- c. Regarding bets and lotteries.

## **Article 9 - The Price**

- 1. During the validity noted in the offer, the prices of the products and/or services on offer shall not be increased, except for price changes as result of changes to VAT rates.
- 2. At variance with the previous paragraph, an entrepreneur may offer products or services, whose prices are linked to fluctuations in the financial market that cannot be controlled by the entrepreneur, at variable prices. The offer shall state this link with fluctuations and the fact that any quoted prices are guide prices.
- 3. Price increases within 3 months of concluding the contract are only permitted if they are the result of statutory regulations or provisions.
- 4. Price increases after 3 months of concluding the contract are only permitted if the entrepreneur stipulated this and:

- a. They are the result of statutory regulations or provisions; or
- b. The consumer is authorised to terminate the contract as of the day on which the price increase becomes effective.

- 5. The prices mentioned in the offer of products or services are inclusive of VAT.

## **Article 10 - Conformity and Guarantee**

- 1. The entrepreneur guarantees that products and/or services comply with the contract, the specifications noted in the offer, reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that exist on the date of concluding the contract.
- 2. A guarantee provided by the entrepreneur, manufacturer or importer is without prejudice to the statutory rights and claims a consumer may exercise in respect of the entrepreneur on the basis of the contract.

## **Article 11 - Delivery and Implementation**

1. The entrepreneur shall take the greatest possible care on receipt and during the implementation of orders of products and on assessing requests for service provision.
2. The place of delivery is the address the consumer stated to the business.
3. With due regard to the provisions in Article 4 of these general conditions, the business shall implement accepted orders expeditiously but no later than within 30 days, unless a longer delivery period was agreed. If the delivery is subject to delays or if an order cannot be implemented or only in part, the consumer shall be informed no later than 30 days of having placed the order. In that case the consumer is entitled to dissolve the contract without costs and is entitled to any damages.
4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur shall refund the amount the consumer paid as soon as possible, but no later than 30 days from dissolution.
5. If delivery of an ordered product proves to be impossible, the entrepreneur shall endeavour to make a replacement item available. No later than on delivery, it shall be noted clearly and understandably that a replacement item is delivered. It is not possible to exclude the right of withdrawal for replacement items. The costs of any returns shall be borne by the entrepreneur.
6. The risk of damage and/or missing products rests with the entrepreneur up to the time of delivery to the consumer or a representative, designated in advance and made known to the entrepreneur, unless explicitly agreed otherwise.

## **Article 12 - Duration Transactions: Duration, Termination and Renewal**

### *Termination*

1. A consumer may terminate an indefinite contract for the regular delivery of products, including electricity, or services at any time with due regard to the agreed rules for giving notice and a notice period of no more than one month.
2. A consumer may terminate a fixed-term contract for the regular delivery of products, including electricity, or services at the end of the defined period any time with due regard to the agreed rules for giving notice and a notice period of no more than one month.
3. A consumer may terminate the contracts mentioned in the previous paragraphs:
  - At any time and without limitation to notice at a certain time or during a certain period;
  - At least in the same way as he entered into them;
  - With the same period of notice as stipulated by the entrepreneur for himself.

### *Renewal*

4. A contract that was entered into for a specific period of time for regular deliveries of products, including electricity, or services may not be renewed tacitly or for a specific period.
5. At variance with the previous paragraph, a fixed-term contract for delivering newspapers, weeklies or magazines may be renewed tacitly for a defined period of no more than three

- months if the consumer can terminate this renewed contract at the end of the renewal period with a period of notice of no more than one month.
6. A fixed-term contract for regular deliveries of products or services may only be renewed tacitly for an indefinite period of time if the consumer may terminate at any time with a period of notice of no more than one month and a period of notice of no more than three months if the contract is for the delivery of newspapers, weeklies or magazines.
  7. A fixed-term contract for regular deliveries of newspapers, weeklies or magazines as an introduction (a trial or introductory subscription) cannot be continued tacitly and ends automatically after expiry of the trial or introductory period.

### *Duration*

8. If a contract has a duration of more than one year, a consumer may terminate the contract at any time with a period of notice of no more than one month, unless reasonableness and fairness preclude termination prior to the agreed duration.

### **Article 13 - Payment**

1. Insofar as not agreed otherwise, the consumer shall pay the payable amounts within 14 days of commencing the cooling-off period as referred to in Article 6.1. In the event of a contract to provide a service, this period commences after the consumer received confirmation of the contract.
2. A consumer is obliged to report any inaccuracies in provided or stated payment details to the entrepreneur immediately.
3. In the event of non-payment by the consumer, the entrepreneur is entitled to charge the consumer reasonable costs, notified in advance, notwithstanding statutory provisions.

### **Article 14 - Complaints Procedure**

1. The entrepreneur has a complaints procedure, notified adequately, and processes the complaint in accordance with the complaints procedure.
2. Complaints, described completely and clearly, regarding the implementation of the contract must be submitted to the entrepreneur within the relevant period after the consumer observed the defects.
3. The complaints submitted to the entrepreneur are answered within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur answers within the 14-day period with a notice of receipt and an indication of when the consumer may expect a more comprehensive answer.
4. If the complaint cannot be resolved in mutual consultation, there is a dispute that is subject to the dispute regulations.

### **Article 15 - Disputes**

1. Contracts between the entrepreneur and the consumer that are governed by these general conditions are solely governed by Dutch law.

**Article 16 - Additional or Deviating Provisions**

Provisions in addition or at variance with these general conditions may not be detrimental to the consumer and must be recorded in such a manner in writing that they can be stored accessibly by the consumer on a sustainable data carrier.