

Terms of sales, delivery and payment

1. General Scope

The following conditions apply to all offers, deliveries and services and are agreed part of all contracts concluded with us, whether through written, verbal or telephone orders. Conflicting conditions of our customers are excluded.

Following general terms and conditions apply exclusively.

2. Offers

Our offers are non-binding, if nothing else has been explicitly agreed upon.

3. Purchase Orders

Cancellation of confirmed orders by the purchaser requires our written approval.

The minimum order quantity is one packing unit per item.

4. Delivery

The delivery times stated by us are non-binding. For the consequences of delayed or missing deliveries, claims against our company cannot be asserted. Part deliveries are permitted. The dealer and its representatives shall establish a system for traceability of medical devices to users respectively customers. In case of product risks/malfunctions, which lead or have led to deterioration of the medical condition of a patient, VBM has to be contacted in written form immediately after the announcement.

5. Prices

All prices are in EURO (€), non-binding ex works, plus packing and shipping costs, insurance and VAT.

6. Payment Terms

Our invoices are payable and due within 30 days after date of invoice. In case of advance payments, we grant a 3% cash discount.

7. Warranty / Liability

Our warranty conditions apply. The buyer has to check the delivery immediately and has to report all defects and incompleteness within one week after receipt in written form. For the perfect functioning of the products supplied by us and for durability with proper handling we provide a warranty period of 12 months from delivery date. Exceptions to this are energetic operated devices like compressed air and electric Tourniquets and Pressure Infusion Devices, Manujet, Cuff Controller and Cuff Pressure Gauges. Here, a warranty period of 24 months applies.

Complaints of any kind must be made immediately after receipt of goods.

8. Return of goods / Goods for trial

The goods supplied by us can be returned within 30 days after consultation and permission. Excluded are special procurements, special designs and sterilized products according to MDD. Thereby the goods have to be undamaged and unopened in their original packaging. We reserve the right to charge a handling fee of 15% of the value. For more information, please refer to our general terms of service on our home page www.vbm-medical.de.

Once agreed trial period for goods for testing purposes has expired, clean or sterilize goods and then return to VBM. Any damage occurring in connection with testing will be invoiced. Please note that goods are for testing purposes only and therefore must be returned to VBM. In case of an order, new goods will be supplied.

9. Reservation of proprietary

We retain title to all goods supplied by us until full payment of the purchase price.

10. Place of fulfilment and jurisdiction

Place of fulfilment for all deliveries and services of the contracting parties is Sulz a.N.. Place of jurisdiction is exclusively Sulz a.N..

The contractual relationship is determined exclusively by German law.