

General business conditions Ears4U

Article 1 - General Provisions

1.A. Unless previously agreed otherwise, these general terms and conditions applicable to each by Ears4U offer made and / or all of Ears4U orders and / or Ears4U work performed and / or all deliveries c.q. dissimilar performance in the broadest sense of the word.

1.B. Deviations agreed never apply for more than one job, unless again repeatedly been confirmed in writing in accordance with the previous Article.

1.C In contradiction of these terms and conditions of any third party client c.q., these conditions shall prevail.

Article 2 - Garantiebepaling

2.A. The warranty is determined by the applicable law. Upon notice of Ears4U is, taking into account the following sub items, proceeded to repair or termination of the agreement and possibly pay back any payments already made.

2.B. The Terms of business Ears4U are hereby unaffected.

2.C. Buyer has the legal right to a proper product, that Ears4U monitors, including the internal electronics, is guaranteed for two years after purchase.

2.C.a. The monitor cable and connections thereof, due not to assess use of this warranty excluded.

2.C.b. The monitors have a fit tailored to the ears of the buyer which are delivered or give its approval to the delivery or return the product for making improvements within a period of 3 months. Afterwards, a claim for the fit is in consequence no longer possible and falls outside the warranty determination. **2.C.c.** Repairs can of course be performed by Ears4U at normal rates.

2.D. No guarantee is given, including consequential damages, if:

2.D.a. the buyer makes a deliberately incomplete or incorrect statement of fact or a requirement fails causing the Ears4U interests are or will be harmed.

2.D.b. the defect was caused by said failure to follow instructions in the manual.

2.D.c. the defect is the result of his or her act or omission due to judicious use includes contacting the product with a liquid which may reach the internal electronics and / or to warm or heat the product, and / or the product in whole or in part, together print and / or clean the product with a mild detergent.

2.D.d. the defect has arisen in connection with the untimely execution of a necessary repair.

Article 3 - Applicable Law

3.A. At the conclusion, content and execution of the foregoing warranty provision is Dutch law.

3.B. All disputes of whatever nature shall be subject to the judgment of the competent Dutch court, with the exclusion of all other arbitrating, advisory and judicial bodies.

Article 4 - Delivery and Delivery

4.A. The agreed deadlines are always approximate and never be regarded as deadlines, unless otherwise expressly agreed in writing.

4.B. Disruptions in the business due to force majeure (as how will apply include: war, mobilization, riots, floods, traffic jams, fire, strikes, lockouts, no supplies of materials needed for manufacturing, government measures to production constraints) which disrupt the normal course of operations and delay the execution of a contract or make it impossible to dismiss Ears4U of compliance with the agreed period of the performance obligation. Without the client and / or copper from being able to enforce any right or compensation of costs, damages, consequential damages or interest charges.

4.C. Under force majeure as named in the said Article shall Ears4U immediately notify the client and / or copper which then for eight days has the right to cancel the contract and / or sale in writing, however, the obligation to already performed of contract and / or refund the purchased.

4.D. Ears4U has the right, if the supply of a product due to client / buyer can not be performed, all costs necessarily incurred Ears4U to spend to make the delivery to the customer / buyer.

Article 5 - Liability

5.A. Ears4U is unaffected specified warranty provision shall not be liable for all damages or costs of any kind, including consequential damages caused by defects in or using the monitor supplied.

5.B Client is obliged to indemnify us from any and all claims of third parties including compensation, product liability, relating to the use of the monitors by Ears4U delivered.

5.C. Client is, during the creation of the fit, must immediately indicate if he or she previously caused some annoyance suddenly experiencing so Ears4U harmless from any liability by complaints afterwards.

Article 6 - Rights of Ears4U

6.A. All intellectual and industrial property rights relating to products delivered to the Customer by Ears4U or in any way made available exclusively vested in Ears4U unless the parties expressly agree otherwise in writing. The client obtains just before the rights of use on the basis of the applicable license terms.

6.B. The Client / Buyer is not permitted any indication regarding copyrights, delete or modify trademarks, trade names or other intellectual or industrial property of the equipment or materials.

6.C. It is Ears4U allowed to take technical measures to protect the equipment.

6.D. The Client is not permitted without prior written consent of Ears4U to dismantle the equipment in whole or in part, to integrate or combine with other equipment, copy, modify, create or modify variations, except as permitted by the applicable license and except as permitted by law.

Article 7 - Certification

Ears4U products meet CE certifications.

Article 8 - Final Determination

8.A. In all cases where these general business conditions do not provide Ears4U, the decision rests solely with Ears4U. <http://www.ears4U.nl> is the Ears4U website, south parallel 45 6953DD Dieren Rheden, Chamber of Commerce number 09,206,753, VAT number NL162231040b01

8.B. Ears4U recognizes its responsibility as a company has to reduce the influence of the processes and products of Ears4U on the environment to a minimum.