

Terms and Conditions

Sterile Cup

1. Definitions

The definitions below have the following meaning in the context of these general terms and conditions:

1.1 Contractor/Seller/Sterile Cup: legal entity established in Almelo at Nicolaas Beetsstraat 26a (7606BD).

1.2 Client/Buyer: the natural (m/f) or legal person who issues an order to the contractor or products or services decreases.

1.3 Agreement: any agreement between the contractor and the client for the delivery of products or services to which these general terms and conditions apply.

2. Applicability

2.1 These general terms and conditions apply to: all offers, quotations, assignments, legal relationships and agreements, by whatever name, whereby the contractor undertakes/will undertake to perform work or to deliver goods for the client, as well as to all work ensuing therefrom for the contractor.

2.2 Deviations from and additions to the order and/or these general terms and conditions are only valid if they are expressly and have been agreed in writing in, for example, a (written) agreement or (a further) order confirmation.

2.3 If any condition in these general terms and conditions deviates from a condition in the order confirmation, the condition included in the order confirmation with regard to the contradiction.

2.4 These general terms and conditions also apply to any additional or follow-up orders.

2.5 The applicability of the general terms and conditions of the client is hereby expressly excluded by the contractor hand pointed.

2.6 These general terms and conditions may also be used by natural and legal persons who, directly or indirectly, manner whatsoever, whether or not on the basis of an employment contract, in the provision of services to the client by or on behalf of contractor are involved.

3. Prices

3.1 All prices used by Sterile Cup are in euros, exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly stated otherwise or otherwise agreed.

3.2 All prices that Sterile Cup uses for its products and services on its website or otherwise made known may they change at any time.

3.3 Sterile Cup reserves the right to adjust its prices annually. Prior to its entry into force, Sterile Cup will inform the client of this.

4. Payment and payment term

4.1 Payment by the client of the amounts owed to Sterile Cup must be made, without the client having any right to any deduction, discount, suspension or set-off. If agreed, within 14 days after the invoice date the amount due has been paid. The day of payment is the day of crediting the amount due to the account of Sterile Cup.

4.2 If the Client has not paid within the term referred to in the first paragraph, the Client is legally in default and the Contractor is entitled to charge the statutory (commercial) interest from that moment on.

4.3 If the Client has not paid within the term referred to in the first paragraph, the Client is obliged to: reimbursement of all judicial and extrajudicial (collection) costs actually incurred by Sterile Cup. The reimbursement of the costs incurred is not limited to any costs order determined by the court.

4.4 In the event of a joint assignment, the clients are jointly and severally liable for the payment of the invoice amount, the interest(s) and costs owed.

4.5 If, in the opinion of Sterile Cup, the financial position or payment behavior of the client gives cause to do so or if the client fails to pay an advance or an invoice within the specified payment term then Sterile Cup is entitled to require the client to immediately provide (additional) security in a shape to be determined by Sterile Cup. If the client fails to provide the required security, Sterile Cup is entitled, without prejudice to its other rights, to immediately suspend the further performance of the agreement and is that which the Client owes Sterile Cup for whatever reason, is immediately due and payable.

4.6 the client waives the right to set off a debt to Sterile Cup against a (presumed) claim on Sterile Cup.

4.7 Sterile Cup can invoke its right of retention. In doing so, it keeps the Client's products in its possession until: The Client has paid all outstanding invoices with regard to Sterile Cup, unless the Client has paid for that has provided adequate security for outstanding accounts.

4.8 If the Client has not paid within the term referred to in the first paragraph, Sterile Cup has the right to obligations until full payment has been made.

5. Right of Advertising

5.1 If the Client is in default, as referred to in 4.2, Sterile Cup is entitled to invoke the right of complaint at the with regard to the unpaid products delivered to the Client.

5.2 Sterile Cup invokes the right to complain by written or electronic notice.

5.3 The Client must immediately return the products to which the right of complaint rests to Sterile Cup, unless the parties agree otherwise. The costs for returning or delivering the products are Client's account

6. Retention of title

6.1 Sterile Cup remains the owner of all delivered products until the Client has fully complied with all its obligations payment obligations with regard to Sterile Cup, on the basis of what agreement concluded with Sterile Cup whatsoever, including claims for failure to perform.

6.2 Sterile Cup can invoke its rights up to and including the moment when all payment obligations have been met retention of title and take back the goods.

6.3 The Client is not permitted to pledge, sell, alienate or otherwise encumber the products before full ownership is transferred.

6.4 In the event that Sterile Cup invokes its retention of title, the agreement is deemed to have been dissolved and Sterile Cup the right to claim damages, lost profits and interest.

7. Delivery and delivery time

7.1 Delivery takes place while stocks last.

7.2 The delivery times specified by Sterile Cup are indicative and if they are exceeded, the Client will not right to dissolution or compensation, unless the parties have expressly agreed otherwise in writing. 7.3

The delivery time commences at the moment that the Client has fully completed the (electronic) ordering process and has received an (electronic) confirmation of this from Sterile Cup.

7.4 Transfer of the specified delivery time does not entitle the Client to compensation, nor the right to dissolve the agreement, unless Sterile Cup cannot do so within 14 days after having been summoned to do so in writing whether the parties have agreed otherwise in this regard.

7.5 The client must ensure that the actual delivery of the products ordered by him can be made in a timely manner take place.

7.6 The transport costs are for the account of the Client, unless the parties have agreed otherwise.

7.7 If the packaging of a delivered product is opened or damaged, the Client must receipt, to have the forwarder or delivery person make a note, failing which Sterile Cup will not can be held liable for any damage.

7.8 If the Client itself arranges for the transport of the delivered goods, it must report any visible damage to report the products or packaging to Sterile Cup prior to transport, failing which Sterile Cup cannot be held liable for any damage.

8. Insurance, Custody and Warranty

8.1 The Client is obliged to properly insure the following items and to keep them insured against, among other things, fire, explosion and water damage as well as theft:

- delivered goods that are necessary for the execution of the underlying agreement;
- Sterile Cup items that are present at the customer;
- goods delivered subject to retention of title.

8.2 At Sterile Cup' first request, the client makes the insurance policy available for inspection.

8.3 If the Client does not accept the ordered products until later than the agreed delivery date, the risk of any loss of quality at the expense of the Client.

8.4 Warranty on delivered products only applies to defects caused by faulty manufacturing, construction or material.

8.5 No warranty can be invoked in the event of normal wear and tear and damage caused as a result of accidents, changes made to the product, negligence or incompetent use by the Client, as well as when the cause of the defect cannot be clearly identified.

8.6 The risk of loss, damage or theft of products that are the subject of an agreement between the parties, transfers to the Client at the time when these are legally and/or factually delivered, at least under the control of Client or from a third party who receives the product on behalf of Client.

9. Complaints and notice of default

9.1 The Client must examine a product supplied by Sterile Cup as soon as possible for any shortcomings.

9.2 If a delivered product does not comply with what the Client could reasonably expect, the Client must inform Sterile Cup of this as soon as possible, but in any case within 1 week after notification of the deficiency. Client must provide as detailed a description as possible of the shortcoming, so that Sterile Cup is able to respond adequately.

9.3 The Client must demonstrate that the complaint relates to the agreement between the Client and Sterile Cup.

9.4 The Client must notify Sterile Cup of any notice of default in writing.

9.5 It is the responsibility of the Client that a notice of default for Sterile Cup actually (timely) reaches.

10. Liability Sterile Cup

10.1 Sterile Cup is only liable for any damage suffered by the Client if and insofar as that damage is caused by intent or willful recklessness.

10.2 If Sterile Cup is liable for any damage, it is only liable for direct damage resulting from or related to the performance of the agreement.

10.3 Sterile Cup is never liable for indirect damage, such as consequential damage, lost profit, lost savings or damage to third parties.

10.4 If Sterile Cup is liable, this liability is limited to the amount paid by the closed (professional) liability insurance is paid out and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.

10.5 All images, photos, colours, drawings, descriptions on the website or in a catalog (and any other expression) are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

10.6 Any right of the Client to compensation from Sterile Cup expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of article 6:89 of the Civil Code.

11. Dissolution

11.1 The Client has the right to dissolve the agreement if Sterile Cup imputably fails in the fulfillment of its obligations, unless this shortcoming due to its special nature or minor significance, the dissolution does not justify.

11.2 If the fulfillment of the obligations by Sterile Cup is not permanently or temporarily impossible, then dissolution can only take place after Sterile Cup is in default.

11.3 Sterile Cup has the right to dissolve an agreement with the Client, if the Client does not fully or not timely fulfill its obligations under the agreement, or if Sterile Cup has taken cognizance of circumstances that give him good grounds to fear that the Client will not be able to fulfill his obligations properly fulfill.

12. Force Majeure

12.1 In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure on the part of Sterile Cup in the fulfillment of any obligation with regard to the Client cannot be attributed to Sterile Cup in one of the will of Sterile Cup independent situation, preventing the fulfillment of its obligations in respect of The Client is wholly or partially prevented or as a result of which the fulfillment of its obligations cannot reasonably be expected from Sterile Cup may be required.

12.2 The force majeure situation referred to in 12.1 also includes – but is not limited to: state of emergency (such as: civil war, insurrection, riots, natural disasters, etc.); default and force majeure of suppliers, deliverers or others third parties; unexpected power, electricity, internet, computer and telecom outages; computer viruses; strikes; government measures; unforeseen transport problems; bad weather conditions and work stoppages.

12.3 If a force majeure situation occurs as a result of which Sterile Cup does not fulfill 1 or more obligations to the Client can comply, the obligations will be suspended until Sterile Cup can again meet them.

12.4 From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may terminate the agreement in whole or in part in writing.

12.5 Sterile Cup does not owe any (damage) compensation in a force majeure situation, not even if it is as a result of the force majeure situation has any advantage.

13. Amendment Agreement and General Terms and Conditions

13.1 If after the conclusion of the agreement for its implementation it appears necessary to change its content or to the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

13.2 When purchasing from a mobile or physical store, 13.1 does not apply.

13.3 Sterile Cup is entitled to change or supplement these general terms and conditions.

13.4 Sterile Cup will discuss major substantive changes with the Client as much as possible in advance. Changes from subordinate interest can be implemented at any time.

14. Transfer of rights

14.1 Rights of the Client under an agreement between the parties cannot be transferred to third parties without the prior written consent of Sterile Cup.

14.2 This provision applies as a stipulation with property law effect as referred to in Section 3:83(2) of the Dutch Civil Code code of law.

15. Applicable law/competent court

15.1 To these general terms and conditions, as well as to all agreements to which the general terms and conditions apply or also apply, Dutch law applies

15.2 Disputes between Sterile Cup and the Client, arising from the agreements to which the general conditions apply or also apply, will be adjudicated exclusively by the competent court of the Overijssel District Court in Almelo, unless Sterile Cup, as the claimant or requesting party, expressly opts for the competent court of the principal's place of residence or establishment.

16. Conversion

10.1 If and insofar as on the grounds of reasonableness and fairness or the unreasonably onerous nature of any provision cannot be invoked in these general terms and conditions, the content and scope of that provision will be affected as much as possibly a corresponding meaning, so that it can be invoked.