

General Terms and Conditions

Procornea Nederland B.V.

Article 1

All our offers, order confirmations and deliveries are carried out on the basis of these General Terms and Conditions, which take precedence over any terms and conditions of purchase of the customer. By the simple fact of placing an order the customer agrees with these General Terms and Conditions. Exceptions to these General Terms and Conditions shall only apply if they are confirmed by us in writing.

Article 2

All our offers are valid for two months, unless expressly agreed otherwise. All details provided in our offers, in particular with regard to price, quantity, delivery date and delivery options, do not bind us. We reserve the right to refuse orders without motivation. An agreement is concluded at the moment the order is confirmed in writing or as soon as we have executed it without confirmation of order. The customer is bound to an order as soon as we have received the order.

Article 3

Unless expressly agreed otherwise the prices apply as we have last published them at the time of delivery of the ordered products. Unless otherwise agreed upon, all prices are considered as ex works (EXW), excluding value-added tax VAT. Possible exchange rates changes will be passed on.

Article 4

We are not liable for any damages arising from non or late delivery of ordered products.

Article 5

From the moment the products ordered leave the supplier's warehouse, the products are for the account and risk of the customer, even if the carrier demands that on freight notes, transport addresses et cetera, the clause is included that all transport damage is for account and risk of the sender. We are entitled where applicable to deliver an order in parts. In that case we may invoice each part delivery separately to the customer and demand payment for this.

Article 6

The customer has the right to cancel the agreement in full or in part on the grounds of a delay in the delivery caused by us, in case the delivery date is exceeded by more than 30 days. In all other cases of cancellation by the customer of an order, the customer is obliged to pay all costs incurred for execution of this order.

Article 7

Any complaints relating to the products or the invoice must be reported to us in writing within 8 days after the receipt of the products or the invoice date. After the expiry of this period we are not obliged to deal with any complaints. Unless otherwise indicated in our price lists, the customer is only permitted to send products back to us after our prior consent. The reporting of complaints do not entitle the customer to postpone payment.

Article 8

Payment must be made within 30 days after the date of invoice, unless otherwise agreed in writing. After expiry of this period the customer shall owe interest on the invoice amount. This interest amounts to 1.5% for each month or part of a month by which the payment period of 30 days is exceeded. All judicial and extra-judicial costs incurred for collection are for account of the customer. If and as long as we have reasonable grounds to suspect that our invoices will not be paid or will not be paid on time, we reserve the right not to deliver or only to deliver cash on delivery, unless otherwise agreed in this respect in writing. The costs associated with delivery cash on delivery shall be for account of the customer.

Article 9

We retain the (ownership) title with regard to the products sold until the time the customer has fulfilled all his financial obligations towards us, goods (to be) supplied or work (to be) carried out on the basis of an agreement, as well as relating to receivables on resulting from defaults in the fulfilment of such agreement. In case of late payment we have the right to repossess the products without any summons, notice of default or judicial intervention, without prejudice to our other rights in connection with late payment. As long as we hold retained title to the products sold, the customer may only make use of them in the normal exercise of his business. Customer is obliged to inform us without delay if third parties claim rights relating to products to which we still have title.

Article 10

We guarantee that with the present state of the art the products delivered by us are free of defects as a result material and manufacturing deficiencies. If such defects are however found and customer has made a timely complaint in accordance with Article 7 above, we will replace the products involved on the express wish of the customer: no costs will be charged to the customer. Our liability is expressly limited to such replacement and any further liability for damage of any type whatever is therefore excluded.

Article 11

If the customer does not fulfil, or does not fulfil in good time or properly, any obligation towards us, as well as in case of bankruptcy, transfer or liquidation of his business or suspension of payment is applied for or obtained, or any other important change in his financial circumstances, we have the right to suspend the execution of the agreement in full or in part or to cancel the agreement in full or in part, while in such a case all outstanding receivables shall become immediately payable, without prejudice to our other rights in accordance with the agreement and the law.

Article 12

Without our prior written consent the customer is not permitted to make use of our trademarks, word and image logos other than by presentation of goods on which these are applied, or by use of the promotional material made available to customer.

Article 13

Instructions for use are drawn up for all products manufactured and/or sold by us. The customer undertakes to hand over these instructions for use in turn to the end user on or before the time of delivery of our products.

Article 14

In case a situation arises because of government measures or the spreading of a disease, special and/or political circumstances, or having legal or technical or any other cause, in which it cannot reasonably be expected of us to fulfil our obligations, we have the right to cancel or to suspend agreements in full or in part without judicial intervention, without being obliged to pay any compensation for damages.

Article 15

In order to protect public health and to ensure a proper and correct application and handling of our products, we supply our contact lenses and contact lens solutions exclusively to customers who meet the quality requirements according to the rules of the contact lens specialists profession. The customer shall render his full assistance if we wish to check whether or not he meets these quality requirements. Part of these requirements is that the customer will do his best in inviting the enduser for regular check-ups, and effectively carries out periodical checks of cornea and lenses of the end-user. The customer may exclusively sell our contact lenses and contact lens

solutions to end-users, or to other customers of which we have determined that they also meet the quality requirements mentioned above. Before selling any of our products, the customer shall determine if these requirements have indeed been fulfilled. Any other resale and/or delivery of our contact lenses is expressly forbidden. In case of any violation by the customer of the above provisions, the customer shall forfeit an immediately due and payable fine which will not be eligible for mitigation by the courts of € 2,000.00 per violation, whereas we in such cases reserve the right in addition to payment of the fine to demand performance of the agreement and/or payment of full damages, and/or to cease deliveries forthwith.

Article 16

We guarantee that we work in compliance with the privacy laws and regulations, including the General Data Protection Regulation (GDPR), de Dutch Personal data protection act and other laws and regulations where applicable. Our privacy policy, detailing how we work when we are the 'controller' within the meaning of the GDPR, applies to all our offers, order confirmations and deliveries. The current version of this privacy policy is available for download at www.procornea.nl.

Article 17

Dutch law shall apply to all agreements concluded by us. Any dispute shall be submitted to the competent judge in Amsterdam, with the provision that we have the right to bring any case before the judge who is competent in the place where the customer is established or has his domicile. In the event of discussion about these General Terms and Conditions, the Dutch text will prevail.

Procornea Nederland B.V.
Chamber of Commerce registration number:
08040305
VAT No.: NL003679081B01

These General Terms and Conditions apply as from 24 October 2018 and were filed with the Chamber of Commerce on 24 October 2018

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