

Vitaltronics - General sales conditions

1. Subject of the order

These general conditions apply to the selling of Vitaltronics devices, including accessoires and options. The word "device" apply to all devices, accessories, software and options. If there are contradictions, the rules of the agreement or additional special agreements (established for some devices), have priority on the general terms. Furthermore, these conditions have always priority on the general terms and conditions of the client.

[-> to the top](#)

2. Establishment of the order.

2.1. The agreement is legally established on the day Vitaltronics accepts the order without reservations.

2.2. If the customer cancels a complete order or a part of a order (that is installed inside or outside the premises of Vitaltronics) after the seventh workday followed after the signing of the agreement, Vitaltronics can by law and without a notice invoice an irrevocable reimbursement that is defined as a flat rate of 20% of the price of the cancelled order.

2.3. Without impairing the provisions of the law on commercial practices, the customer can not make an annulation of the order from the moment Vitaltronics has executed the complete or partial delivery of the enddevices.

2.4. On the moment of the delivery, Vitaltronics has the right to demand a deposit of an advance payment of 30 % of the price.

[-> to the top](#)

3. Delivery - reception - installation

3.1. The device is installed by the customer, except when the customer has made an agreement with Vitaltronics about technical support. Or if the law implies that the installation must be executed by an approved installer.

3.2. If the installation is executed by the customer the device can be collected at Vitaltronics or can be delivered by Vitaltronics by any means, at the expense of the customer.

3.3. If the installation is executed by Vitaltronics, then the device is tested, delivered and put into service by Vitaltronics or by her appointed person. The device is then also taken in delivery by the customer. The device is delivered on the address appointed by the customer and on a fixed date or within a determined period. Any delay at the delivery of less than 15 workdays does not permit to demand any compensation, fine or termination of the agreement. The delivery costs are at the expense of the client unless the delivery is in the scope of a new connection or in the case of specially added dispositions included in the contract. The delivery is considered completed on the moment the device is picked up by the customer or when it arrives at the delivery address. An application for postponement of delivery must be made in writing, at least 8 workdays before

the actual delivery date. In the case of postponement, the parties commit themselves to set a new delivery date in agreement with each other. The new date may in no case be later than 6 months counting from the day the device was ordered.

3.4. At delivery by Vitaltronics the customer - or a person appointed by the customer- must check of the device corresponds to the device mentioned in the agreement or warranty certificate. The acceptance without restriction by the customer is legally final and irrevocable if the customer has not objected by registered letter within a period of 3 workdays after the installation and the moment where Vitaltronics brings the device in service.

3.5. The installation costs are at the expense of the customer unless other conditions are agreed.

3.6. The customer must give easy access (on every decent hour) to the persons, appointed by Vitaltronics, to the premises where the device is located. In this case Vitaltronics can execute the installation, the technical support, the alteration or the removal. The customer can appoint a responsible who is present at the installation and to whom Vitaltronics gives all information necessary to guarantee a proper function of the device.

3.7. All costs that Vitaltronics must make due to the non-compliance of the provisions of articles 3.5 and 3.6 are at the expense of the customer.

[-> to the top](#)

4. Prices - payment agreements

4.1. The price of the devices include the V.A.T. The delivery and transportation costs of our devices as well as the installation costs are not included. All taxes or costs that exist on the moment of the order and that of the delivery are at the expense of the customer.

4.2. The payment takes place 8 calendar days after delivery or pick-up, minus possible advance payments. If the payment is postponed, then this must happen through the accountnumber, using the method on the invoice and before the expiry date. If there is no period of time mentioned on the invoice, the term of payment is 8 calendar days counting from the date of the invoice.

4.3. When the invoice is not payed on the expiry day, legally the customer is obliged to pay delay interests, calculated at the legal rate and without a notice in advance. Furthermore, the amounts that are not payed 15 workdays after a registred letter of nottice,increased by law with 15% with a minimum of 12,5 euro to compensate the increase of the general costs.

[-> to the top](#)

5. Transfer of the property and risks

5.1. The device stays property of Vitaltronics until the price is paid in full. Until then, the device may not be transformed,converted, be given away as pledge or warranty by the customer or loan

by any means to a third party who has no access rights to the device. In case of a seizure or any other legal claim that apply to a third party concerning the device, the client must file a complaint against this third party and notify Vitaltronics. In this way Vitaltronics can safeguard her rights.

5.2. The risks are transferred to the customer from the moment of delivery or the collection of the device. From that moment on, the customer is responsible for the risks of using the device, like loss, theft and partial or complete destruction of the device.

[-> to the top](#)

6. Warranty

6.1. The devices sold by Vitaltronics are protected against material defects and manufacturing fault by the warranty "parts and wages". The transportation costs of Vitaltronics employees is not covered by this warranty unless the customer has signed an agreement for technical support.

6.2. The duration of the warranty is set on 1 year, except for contradictions in the contract. The term begins on the day the device is picked up or is delivered.

6.3. The warranty is only valid if the customer uses in normal conditions and when the customer manages the device carefully and wisely. The warranty will only be granted after the customer displays the invoice, the payment ticket or the certificate filled in by Vitaltronics.

6.4. Vitaltronics tries to do everything to repair the device as soon as possible. Vitaltronics is the

only one who determines which repairs or replacements are necessary.

6.5. According to what is stated on the warranty certificate, the customer must contact the qualified technical service or he needs to take the defective device to a certified agent in its original package or in a similar package that offers the same kind of protection. According to the nature of the defect, the device is repaired on the spot, replaced or taken to a workshop. The period of time where the warranty on a repaired or replaced expires at the same moment as the expiry date for a sold device, but cannot be less than 3 months. If the end device is more complex or on request of the client, Vitaltronics can repair the device on the installation address. If a repair on the spot is impossible, the technician will inform the customer of this fact and he will remove the defect device with the consent of the customer.

6.6. The warranty does not cover: - all possible damage that is not caused before the moment of the sale

- damage, interruptions and defects caused by a mistake of the customer or errors that have an origin outside the device: damage by accident, bad use or bad maintenance, non compliance of the instructions in the user manual, lightning, moisture, overvoltage and all other cases of circumstances beyond the control of Vitaltronics.

- Repairs or replacements of separate elements (cords, wires, plug sockets, antennas, etc.), replacements of accessories that need to be regularly changed (batteries, paper, ink, etc.) and delivery of cleaning products.

6.7. The warranty is not valid when: - the customer alters or repairs the device himself or uses the services of persons that are not appointed by Vitaltronics to do this.

- When the customer erases or forges the manufacturing numbers and/or the identifying marks of the device.

[-> to the top](#)

7. Responsibility van Vitaltronics

Vitaltronics cannot be held responsible for indirect or immaterial damage due to a non-functioning or malfunctioning device, like production loss, loss of products or loss of contracts.

Vitaltronics rejects all responsibility for any direct or indirect damage caused by the software that is supplied or installed with a device.

[-> to the top](#)

8. Technical support

8.1. For some types of the by Vitaltronics appointed enddevices, The customer can apply for an agreement for technical support at Vitaltronics.

8.2. If a device is not installed by Vitaltronics or if the period of guarantee is expired, the acceptance of a request for technical support will depend on a preliminary technical investigation of the device, paid by the customer.

[-> to the top](#)

9. termination of the sale

9.1. If a delivery exceeds the delivery date by more than 15 workdays due to a mistake made by Vitaltronics, the customer can simply send a request by registered letter to terminate the agreement.

9.2. If a customer has not paid after 15 workdays after the expiration day, Vitaltronics can terminate the agreement by law by sending a registered letter to the customer without the determination of the default in payment in advance. By means of the termination, the customer is obliged to return the device that was supplied to him. The compensation payments Vitaltronics is entitled to in this case, may not be lower than 20 % of the owned amounts.

[-> to the top](#)

10. Documents and software

Vitaltronics allows the customer the non-exclusive right to use the schematics and other technical and commercial documents that apply to the sold enddevices. These documents may not be passed to third parties unless the customer has a written approval of Vitaltronics. It is possible that the standard version of the software or firmware is delivered to the customer to which a non-exclusif and non-transferrable right is granted for the software or some other separate software.

The client acknowledges explicitly that all software contains technical and confidential information

that is the property of Vitasys or his supplier. The customer commits himself not to multiply, copy or destroy the software and to respect and maintain the confidential nature of the software. Furthermore, each piece of software that is supplied can be submitted to the general terms and conditions that come with a delivery or that are mentioned in a licence contract.

[-> to the top](#)

11. Complaint files at Vitaltronics

When there are problems with the execution of the agreement, the client is required to turn to Vitaltronics by phone or by email at support@Vitaltronics.be.

[-> to the top](#)

12. Appeal to the court

Each dispute about the interpretation or the application of the agreement is under the exclusive jurisdiction of the ordinary belgian courts.

[-> to the top](#)

13. Applicable laws

The terms of this agreement are subject to the Belgian law.

