



Memidis Pharma b.v.
Wo-men's Healthcare

General

Memidis-Shop.nl – GENERAL TERMS AND CONDITIONS OF USE WEBSHOP

These general terms and conditions of Memidis Pharma B.V. (hereinafter referred to as Memidis) (the "General Terms and Conditions") relate to the use of the webshop of Memidis, www.memidis-shop.nl

1. DEFINITIONS

Offer: the Products and Medical Products offered by Memidis to the consumer.

Consumer: the consumer or buyer

Medical Products: Class I and Class II Medical Devices.

Memidis: Memidis Pharma B.V., business and visiting address: Kerkenbos 1077-R, 6546 BB, Nijmegen, email: info@memidis.nl, telephone number: 024 - 64 55 411, available on working days between 8:30-17:00, Chamber of Commerce number: 09132797, VAT number: NL8113.75.869.B01

Agreement: the agreement between Memidis and the consumer in response to an order from a consumer by telephone and the acceptance thereof by Memidis.

Products: the products, other than Medical Products, offered by Memidis.

Website: de website van Memidis: www.memidis.nl

Webshop: de webshop van Memidis: www.memidis-shop.nl

2. SCOPE

2.1 These General Terms and Conditions apply to all offers, orders, agreements as well as all legal acts, deliveries and activities, any advice, including future legal relationships, performed by or with Memidis. Deviations and additions to these General Terms and Conditions must be expressly agreed. Any agreed deviations do not confer any rights on the consumer for future transactions.

2.2 The last update of these Terms and Conditions took place on 28-7-2017 July 2017. Memidis reserves the right to unilaterally change these General Terms and Conditions at any time. Memidis will announce changes to these General Terms and Conditions online on www.memidis-shop.nl. The consumer is only bound by the version of the General Terms and Conditions to which the consumer agreed when concluding the Agreement.



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3 THE AGREEMENT

3.1 The Agreement is concluded at the moment that Memidis accepts the consumer's order by e-mail, to the e-mail address provided by the consumer.

3.2 If the consumer has accepted the offer by electronic means, the entrepreneur will immediately confirm receipt of the acceptance of the offer by electronic means.

3.3 Memidis expressly reserves the right to refuse an order or a delivery or to attach certain conditions to the delivery, for example if Memidis has a reasonable suspicion that the consumer has committed fraud against Memidis or a third party affiliated with Memidis, if the consumer acts in violation of these General Terms and Conditions or if a Medical Product or Product is not in stock. If an order is not accepted, Memidis will communicate this to the consumer as soon as possible.

3.4 The consumer is not permitted to resell Products and/or Medical Products to third parties. The consumer indemnifies Memidis against any damage resulting from a violation of this provision.

4. THE OFFER

4.1 If the Offer is valid for a limited period or is subject to conditions, this will be explicitly stated by Memidis in the Offer.

4.2 The description of the Offer is sufficiently detailed to enable a proper assessment of the Offer by the consumer.

4.3 Obvious clerical errors and mistakes (including with regard to the price of the Products) on the Website, in the Webshop, in the messages sent by Memidis by post, e-mails or in other material, are not binding on Memidis.

5 THE PRIZE

5.1 The prices stated for the Offer are in Euros and include VAT.

5.2 Any shipping costs, administration costs or discounts are expressly stated with the Offer.

5.3 After the Agreement has been concluded, Memidis will not implement any price increases.

6. ORDERING PROCESS

6.1 The consumer acknowledges that Memidis cannot guarantee to have sufficient Medical Products and/or Products in stock and that Memidis may refuse delivery under certain circumstances. The consumer must therefore ensure that he orders the Products and/or Medical Products in time to continue to meet his personal needs.

6.2 Memidis may consider an order for multiple Products and/or Medical Products with a different delivery time as separate orders.



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6.3 The consumer acknowledges that he is responsible for assessing whether a Product and/or Medical Product ordered by him.

7 RIGHT TO TERMINATE

7.1 The consumer can dissolve the Agreement with regard to Products and/or Medical Products during a cooling-off period of 14 days (the "Cooling-off Period") without giving reasons by means of the standard model form imposed by Europe, but also by means of an unambiguous statement to Memidis. Upon receipt of the completed model withdrawal form, Memidis will immediately send an acknowledgement of receipt to the consumer.

7.2 The Cooling-off Period starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:

- a. If the consumer has ordered several Products and/or Medical Products in the same order: the day on which the consumer, or a third party designated by him, has received the last product.
- b. If the delivery of a Product and/or Medical Product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part.

7.3 During the Cooling-off Period, the consumer must handle the Product and/or the Medical Product and its packaging with care. The consumer is liable for the depreciation of the Product and/or the Medical Product resulting from the use of the Product and/or the Medical Product, which goes beyond what is necessary to determine the nature, characteristics and functioning of the Product and/or the Medical Product. When it comes to a hygiene product (where the various parts are sealed with plastic or a seal) when the seal is broken, the right of withdrawal expires.

7.4 As soon as possible, but no later than 14 days after the day of dispatch of the withdrawal form referred to in Article 7.1, the consumer shall return the Product and/or the Medical Product to Memidis. The consumer is liable for damage to or loss of the Product and/or the Medical Product that is returned.

7.5 The consumer must return the Product and/or the Medical Product with all accessories supplied, in their original condition and packaging, undamaged and clean.

7.6 The consumer can return the Product and/or the Medical Product free of charge via freepost number 444 6600 VC Wijchen or request a return label by e-mail info@memidis.nl.

7.7 After Memidis has received a Product and/or Medical Product in good condition, Memidis will reimburse the purchase price of and any delivery costs charged by Memidis for the returned Product and/or Medical Product, within 14 days following the day on which the consumer has notified Memidis of the withdrawal.

7.8 Memidis uses the same means of payment used by the consumer for reimbursement. If the original payment method has been cancelled, expired or otherwise changed, the consumer must immediately inform Memidis at the following e-mail address: info@memidis.nl. If the consumer



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fails to do so and a refund is made by means of the original payment method, this is at the consumer's own expense and risk. Memidis will not issue more than one refund.

8 PAYMENT

8.1 Unless otherwise stipulated in the Agreement or in any additional terms and conditions, the amounts owed by the consumer for the Products and/or the Medical Products must be paid within 14 days after the conclusion of the Agreement.

8.2 The consumer receives the payment details by post or e-mail. If Memidis charges extra for the use of a certain payment method, Memidis will inform the consumer of this before payment is made.

8.3 The consumer has the obligation to report inaccuracies in payment details provided or stated to Memidis without delay.

8.4 If the consumer does not comply with his payment obligation(s) or does not do so on time, the consumer shall, after being informed by Memidis of the late payment and Memidis has granted the consumer a period of 14 days to still meet his payment obligations, after failure to pay within this 14-day period, owe the statutory interest on the amount still due and Memidis shall be entitled to charge the extrajudicial collection costs incurred by Memidis bring.

9. DELIVERY

9.1 Memidis only delivers in the Netherlands, Belgium and Luxembourg. If a consumer wishes to receive an order outside the Netherlands, Belgium or Luxembourg, the consumer must contact Memidis to discuss the possibilities and costs.

9.2 Memidis aims to ship all orders via DHL or another carrier to the delivery address indicated at the time of order within two (2) working days after receipt of payment, unless the ordered Product and/or Medical Product is not in stock, in which case the order will be placed as soon as possible after the Product and/or Medical Product is back in stock, Comes. If Memidis deviates from the provisions of this article 9.2 for certain reasons, the consumer will be notified by e-mail.

9.3 Delivery times are only approximate and the mere exceeding of a promised delivery date in the Agreement is not a shortcoming on the part of Memidis. An indication of the delivery date or delivery time does not count as agreeing on a different delivery time.

9.4 If the Product and/or the Medical Product has not been delivered to the consumer within 30 days of receipt of the order confirmation, the consumer is entitled to dissolve the Agreement, unless the parties have expressly agreed on a longer delivery time.

9.5 Memidis is entitled to deliver in parts. In that case, Memidis will specify the delivery time for each partial delivery.

9.6 The risk of damage and/or loss of the Products and/or Medical Products rests with Memidis until the moment of delivery to the consumer or a representative appointed in advance and made known to Memidis, unless expressly agreed otherwise.



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10. WARRANTIES

10.1 Insofar as any warranty conditions are laid down in a consumer manual for a Product and/or Medical Product, those conditions apply.

11. COMPLAINTS

11.1 If the consumer has a complaint about the Webshop, the Offer or about Memidis, the consumer can make his/her complaint known by e-mail info@memidis.nl or the contact form on the webshop. The consumer must state (where applicable) the article number, batch number, order number and a detailed description of the complaint and the number of products involved.

11.2 The consumer can also submit a complaint about the Webshop, the Offer or about Memidis in accordance with the complaints procedure. This follows below.

You will receive a confirmation of receipt and information about the (possible) next steps within 5 working days. If we need more information to properly analyze the complaint, we will make this known in our acknowledgement of receipt or contact you by telephone. We will do everything we can to find the right solution together with you.

12. ASSIGNMENT OF RIGHTS AND OBLIGATIONS TO THIRD PARTIES

12.1 Memidis reserves the right to transfer its rights and obligations under these General Terms and Conditions and from the Agreement to a third party and/or to have its rights and obligations under these General Terms and Conditions and from the Agreement carried out by third parties.

13. LIABILITY

13.1 Memidis is not liable for the (temporary) unavailability of the Webshop, interruption of one, some or all functions of the Webshop, technical malfunctions or malfunctioning of the Webshop, even if this results in orders not being processed, not being processed on time or incorrectly.

13.2 With due observance of the legal frameworks regarding, inter alia, product liability, Memidis' liability towards the consumer is at all times limited to the maximum amount for which Memidis is insured against business risks.

13.3 The consumer is responsible for the responsible use of the Products and/or Medical Products, if applicable in accordance with the supplied leaflet or manual.

14. PRIVACY

14.1 In the context of the performance of the Agreement, Memidis processes the personal data of the consumer entered in the Account (the "Personal Data").

14.2 Memidis may use the Personal Data for marketing purposes. If a consumer does not appreciate this, the consumer can indicate this during the ordering process in the Webshop.

15. OTHER



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15.1 All Agreements to which these terms and conditions have been declared applicable are governed by Dutch law, unless otherwise follows from mandatory legal provisions. Disputes arising from these General Terms and Conditions or from the Agreement will be settled in the first instance by the District Court of Maastricht.

15.2 The provisions of the Vienna Sales Convention shall not apply, nor shall any future international rules on the sale of goods whose effect may be excluded by the parties.

15.3 If any provision of these Terms and Conditions is not legally valid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes closest to the economic effect intended by the parties of the invalid or unenforceable provision.

15.4 If Memidis has permitted deviations from these General Terms and Conditions, this does not affect the fact that Memidis may still demand direct and strict compliance with these General Terms and Conditions by the consumer.

15.6 For orders placed with our partners DeOnlineDrogist, Farmaline or others, the General Terms and Conditions of these partners apply.

15.5 If you have any questions or comments about the Webshop, the Agreement or these General Terms and Conditions, the consumer can [contact](#) Memidis at the following info@memidis.nl.