

GENERAL TERMS AND CONDITIONS

ARTICLE 1. – APPLICABILITY

1.1 These General Terms and Conditions (hereinafter referred to as Terms) apply to all offers, orders and agreements made to the exclusion of any other general terms and conditions.

1.2 By placing an order with amitbiswas.nl you will be deemed to have accepted these Terms.

1.3 Any departures from these Terms must be in writing. In such an event, all the other provisions of these Terms remain in force.

1.4 All the rights and entitlements established for the benefit of amitbiswas.nl in these Terms and in any other agreements also apply to any intermediaries and other third parties engaged by amitbiswas.nl.

ARTICLE 2. OFFERS/AGREEMENTS

2.1 All offers made by amitbiswas.nl are without obligation. amitbiswas.nl is entitled to change prices, in particular if this is necessary on the grounds of (statutory) regulations. See also article 3.3.

2.2 An agreement only becomes effective when amitbiswas.nl has accepted your order. amitbiswas.nl is entitled to refuse orders or to attach special conditions to the supply but must give reasons for doing so. If your order is not accepted, you will be informed of this within ten (10) working days.

ARTICLE 3. PRICES AND PAYMENTS

3.1 The prices shown for the articles and services on offer are in euros and include VAT but exclude handling and delivery charges, taxes and other levies unless otherwise stated or agreed in writing.

3.2 If you do not pay in full and in good time, amitbiswas.nl is entitled to suspend or dissolve the agreement concerned and any agreements associated with it.

3.3 If the prices of the articles and services on offer increase in the period between the time of your order and the execution of the order by amitbiswas.nl, you may cancel the order or dissolve the agreement as long as this is done within ten (10) days of the announcement of the price increase by amitbiswas.nl.

ARTICLE 4. DELIVERY

4.1 The delivery times shown on the website are indicative. You will receive your order as soon as reasonably possible and in any case within thirty (30) working days, unless you are otherwise informed by amitbiswas.nl. In that case you will be informed in good time. You may then cancel the agreement without charge up to the time of delivery. Late delivery does not entitle you to damages.

4.2 Delivery is deemed to take place at the time the articles are offered to the specified delivery address.

ARTICLE 5. RETENTION OF TITLE

5.1 Ownership of the goods supplied is not transferred until you have paid the sum owing. However, the risks in relation to the articles are transferred to you at the time of delivery.

ARTICLE 6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

6.1 You must fully and unconditionally respect all the intellectual and industrial property rights associated with the articles supplied by amitbiswas.nl.

6.2 amitbiswas.nl does not guarantee that the articles supplied to you do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.

ARTICLE 7. CLAIMS AND LIABILITY

7.1 Check the articles supplied immediately on receipt. You should report any defects to amitbiswas.nl in writing and with reasons no later than one (01) month after their discovery.

7.2 If it is clear that an article does not comply with the agreement, it should be returned to amitbiswas.nl which undertakes to either replace the article with a new one or refund the invoice price plus the shipping charges you have incurred.

7.3 If, for whatever reason, you do not wish to keep an article after all, you may return the article to amitbiswas.nl and dissolve the agreement as long as this is within seven (7) working days of its delivery. In such a case, returns will only be accepted if the article's packaging is undamaged and the plastic seal has not been broken. If you have already paid for the article concerned, the sum will be refunded by amitbiswas.nl within thirty (30) days. You will be responsible for the direct costs of returning the article.

ARTICLE 8. ORDERS/COMMUNICATIONS

8.1 amitbiswas.nl is not liable for misunderstandings, damage, delays or orders and information not being properly communicated due to the use of the Internet or other means of communication between you and amitbiswas.nl or between amitbiswas.nl and third parties, unless this is the result of intent or gross negligence on the part of amitbiswas.nl.

ARTICLE 9. MISCELLANEOUS

9.1 You cannot derive any rights from the fact that amitbiswas.nl may apply these Terms flexibly.

9.2 Should one or more of the clauses of these Terms or any other agreement with Amitbiswas.nl be in conflict with any applicable statutory provision, the clause concerned will cease to be valid and will be replaced with a new, comparable clause to be drawn up by amitbiswas.nl.

9.3 amitbiswas.nl may use third parties in fulfilling your order(s).

9.4 In the event of force majeure, amitbiswas.nl is entitled to postpone the fulfilment of your order or to dissolve the agreement without recourse to the court by informing you of this in writing without prejudice to the other rights to which amitbiswas.nl is entitled.

ARTICLE 10. APPLICABLE LAW AND COMPETENT COURT

10.1 These Terms and all rights, obligations, offers, orders and agreements to which these Terms apply are exclusively governed by Dutch law.

10.2 All disputes between the parties will be settled exclusively by the competent court in the Netherlands.

ARTICLE 11. LOCATION AND CHANGE POLICY

21.1 These conditions have been filed with the Chamber of Commerce in Eindhoven under number 787 131 88 and name Oridoc.

21.2. The most recently filed version or the version that applied at the time of the creation of the legal relationship with Oridoc is always applicable.

21.3. The English text of the general terms and conditions is always decisive for the interpretation thereof.

*Amit Biswas

Operating under name of
Oridoc

Lichtstraat 20
5611XA, Eindhoven
The Netherlands

17 August 2021