Ergonomix Terms & Conditions 2026

Ergonomix B.V., also trading as Orthostand, Mevr. van Vollenhovenpark 11, 3971 CW Driebergen, The Netherlands. Chamber of Commerce no. 85015679. Version 2026, dated 27 October 2026. These terms replace the Terms & Conditions of Sale and the Terms & Conditions Partners of Ergonomix B.V.

Part A: General terms for every Buyer

A1. Scope and definitions

A1.1 These terms apply to all offers, orders, sales and deliveries by Ergonomix B.V. ("**Ergonomix**") to its customers ("**Buyer**"). Buyers are end users, such as medical and paramedical practices, and importers appointed by Ergonomix ("**Importer**"). Part A applies to every Buyer; Part B applies in addition to Importers.

A1.2 "**Device**" means the Orthostand and any other Ergonomix product, including all versions, upgrades, accessories and spare parts.

A1.3 Ergonomix sells to businesses and professionals only. These terms are not intended for consumers.

A1.4 A written agreement between Ergonomix and Buyer, such as an Importer Agreement, prevails over these terms where they conflict. Deviations from or additions to these terms are binding only if Ergonomix agrees to them in writing.

A1.5 When a Buyer buys a Device from an Importer, the sale is governed by the Importer's own terms. The warranty in Article A9 applies directly to that Buyer.

A1.6 Ergonomix rejects the applicability of any general terms of Buyer.

A1.7 Ergonomix may amend these terms. Material changes are notified by e-mail at least 60 days before they take effect and apply to orders confirmed after that date.

A1.8 A provision that conflicts with mandatory law is replaced by a valid provision closest to its purpose; the other provisions remain in force.

A1.9 These terms are deposited with the Netherlands Chamber of Commerce (KVK) under number 85015679 and are sent free of charge on request.

A2. Offers and orders

A2.1 Quotations and offers, including those made by representatives, are non-binding and valid for 30 days unless stated otherwise.

A2.2 Orders are placed through the ordering function on the Ergonomix website or by e-mail.

A2.3 An order is binding only after written confirmation by Ergonomix. If Ergonomix starts executing an order without written confirmation, that start counts as confirmation.

A2.4 Buyer reports changes to an order as soon as possible and bears their cost; late changes may be disregarded.

A2.5 Ergonomix may refuse, suspend or cancel an order if Buyer is in default of payment or the order exceeds Buyer's credit limit.

A3. Prices

A3.1 Prices are in euro and exclude VAT, import duties, taxes, transport, installation and other related costs, unless stated otherwise.

A3.2 Ergonomix may amend its price lists with 60 days' notice. Orders confirmed before the change keep their price.

A4. Payment

A4.1 Unless otherwise agreed in writing, orders up to € 2.500 net (excl. VAT) are paid in full before Ergonomix accepts the order; larger orders 70% before acceptance and 30% within 30 days after delivery. Production or order picking starts after the first payment.

A4.2 Payments are made in euro, without deduction, to the bank account stated by Ergonomix. Payments cannot be made to a representative of Ergonomix. Bank charges are for Buyer's account.

A4.3 If Buyer does not pay on time, Buyer is in default without notice and owes interest of 1% per month on the overdue amount, plus reasonable extrajudicial collection costs under the Dutch Act on extrajudicial collection costs.

A4.4 In case of late payment Ergonomix may suspend or cancel further deliveries, require full prepayment for further orders, and terminate the agreement in whole or in part without court intervention.

A4.5 Payments are applied first to interest and costs, then to the oldest outstanding invoice.

A4.6 If Buyer is liquidated, becomes insolvent or applies for a moratorium, all amounts become immediately due. If Ergonomix has reasonable doubts about Buyer's creditworthiness, it may suspend its obligations and require payment in advance or security.

A4.7 Buyer compensates Ergonomix for all further loss caused by Buyer's failure to perform, including reasonable judicial costs.

A4.8 Ergonomix may set off any amount it owes Buyer, including prepayments on cancelled orders, against any amount Buyer owes Ergonomix.

A5. Delivery and risk

A5.1 Deliveries to Importers are always FCA Jenjarom, Malaysia (Article B2.5). For end users, Ergonomix delivers EXW (Incoterms 2020) Jenjarom, Malaysia, or Haaksbergen, The Netherlands. The transport charge is invoiced separately. Import VAT, duties and customs formalities in the country of destination are for Buyer's account; amounts charged back to Ergonomix are re-invoiced to Buyer in full.

A5.2 Risk passes to Buyer at delivery under the applicable Incoterm. If Ergonomix arranges transport at Buyer's request, costs and risk of transport are borne by Buyer from loading.

A5.3 Several Devices are delivered on one or more pallets. Delivery times are indicative; material delays are reported.

A5.4 Buyer accepts delivery when the goods are made available. If Buyer does not, the goods are stored at Buyer's risk and cost.

A6. Inspection and complaints

A6.1 Buyer inspects each delivery promptly on receipt. Buyer reports visible defects or shortages by e-mail within 8 days after receipt, and hidden defects within 8 days after they could reasonably be found and within the warranty period, with photographs and serial numbers.

A6.2 Goods collected by or for Buyer are inspected before loading; after loading no complaints about visible defects are accepted.

A6.3 Buyer keeps goods that are the subject of a complaint available to Ergonomix and gives Ergonomix prompt access. Goods are not returned without Ergonomix's consent.

A6.4 Without a timely complaint, the goods are deemed accepted. Once goods are in use, only warranty claims under Article A9 remain. Minor deviations in colour, material structure or finish are no ground for complaint.

A6.5 Whether goods conform to the order is assessed on their condition at the time of delivery.

A7. No returns; cancellation

A7.1 Ergonomix does not take back delivered goods, because of the risk of transport damage. Defects are resolved on site under Articles A6 and A9, with replacement parts where needed.

A7.2 An order cannot be cancelled after confirmation unless agreed in writing. If Buyer cancels regardless, Buyer owes 10% of the net order amount (minimum € 150) within 5 working days after confirmation, 35% (minimum € 250) after that and before dispatch, and the full amount for customised goods. If Buyer postpones delivery, handling and storage costs apply.

A8. Retention of title

A8.1 Ownership of delivered goods passes to Buyer only when Buyer has paid everything it owes Ergonomix, including interest and costs.

A8.2 Until then Buyer insures the goods against fire, water damage and theft, pledges the insurance claims to Ergonomix on request, and does not pledge the goods or grant any other security right over them.

A8.3 If Buyer does not meet its payment obligations, or there is a reasonable concern that it will not, Ergonomix may repossess the goods from Buyer or any third party holding them for Buyer, at Buyer's cost. Buyer cooperates fully. For each week of non-cooperation Buyer owes an administrative charge of € 100, up to € 5.000 in total.

A9. Warranty

A9.1 Ergonomix warrants that the Device is free from material defects in design, materials and workmanship for 36 months. The platform, actuators, control box and cables carry a warranty of 24 months.

A9.2 The warranty starts on the date of the invoice to the end user, whether issued by an Importer or by Ergonomix.

A9.3 The Device must be registered within 3 months from that invoice date, by the end user via the QR/NFC sticker on the Device or by the Importer in its Dashboard, with upload of the purchase invoice showing the serial number. Ergonomix may refuse a warranty claim for a Device that was not registered on time. This warranty does not limit rights under mandatory law, such as the consumer guarantees under the Australian Consumer Law.

A9.4 Ergonomix assesses each claim. A Device that becomes defective during the warranty period through a manufacturing fault is repaired by the Importer in its territory, or, where there is no Importer, as arranged by Ergonomix, with local labour at Buyer's cost. Ergonomix supplies the replacement parts at its own expense within a reasonable time.

A9.5 The warranty does not cover defects caused wholly or partly by normal wear and tear, accidents or other external causes, incorrect storage, installation, service, maintenance or use, repairs or alterations not approved by Ergonomix, or equipment attached to the Device by third parties.

A9.6 If a claim proves unjustified, call-out charges, labour and parts are charged per event. The remedies in this Article are the only remedies for defects in Devices and spare parts.

A10. Liability

A10.1 Ergonomix's liability is limited to the amount paid out under its liability insurance for the claim concerned or, if the insurance does not pay out, to the net invoice amount of the goods concerned.

A10.2 Ergonomix is not liable for indirect or consequential loss, including loss of profit, turnover, business or goodwill, lost savings and the cost of replacement products or services, nor for damage caused by third parties or by incorrect information from Buyer.

A10.3 Claims for compensation for defects lapse 1 year after delivery. This does not affect the warranty under Article A9.

A10.4 These limitations do not apply to damage caused by intent or gross negligence of Ergonomix's management, nor to liability that cannot be limited by law, such as for death or personal injury caused by a defective product.

A11. Force majeure

A11.1 Ergonomix is not liable for failure or delay caused by events beyond its reasonable control, such as natural disasters, war, government measures, strikes, technical faults, and failures of suppliers or carriers.

A11.2 If force majeure lasts longer than 3 months, either party may cancel the affected part of the order in writing without liability.

A12. Termination

A12.1 Buyer may not terminate an agreement out of court because of a shortcoming of Ergonomix.

A12.2 If Buyer refuses delivery without just cause, the agreement is terminated by operation of law; Ergonomix keeps its claim to the price and to compensation. Ergonomix may terminate the agreement if Buyer becomes insolvent or applies for a moratorium or debt restructuring, without owing compensation. Amounts already paid remain due.

A13. Confidentiality and personal data

A13.1 Each party keeps non-public information of the other party confidential and uses it only to perform the agreement.

A13.2 Each party processes personal data under the data protection law that applies to it, uses it only for the sale, delivery, warranty, recall and support of the Device, and informs the other party without undue delay of any breach involving personal data shared between them.

A14. Intellectual property

A14.1 Buyer acknowledges Ergonomix as the sole developer of the products sold under the Orthostand and Ergonomix brands, and recognises that Ergonomix owns all rights, title and interest in the intellectual property related to the lift and its other products, including designs, models, patents, trademarks, know-how and future developments. Any changes and improvements made by or for Buyer automatically become part of Ergonomix's intellectual property and know-how, and Buyer hereby assigns the rights to them to Ergonomix.

A14.2 Buyer does not disassemble, measure or analyse the Device for reproduction, and does not challenge Ergonomix's intellectual property.

A14.3 For each breach of Article A14.2, Buyer owes Ergonomix a penalty of € 5.000 per breach and per day the breach continues, without Ergonomix having to prove damage and without prejudice to its other rights.

A15. Applicable law and court

A15.1 All agreements with Ergonomix are governed by the laws of The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

A15.2 Disputes that cannot be settled amicably are submitted to the Netherlands Commercial Court in Amsterdam, with English as the language of the proceedings.

A15.3 Failure to enforce a provision does not waive it.

Part B: Additional terms for Importers

B1. Importer Agreement

B1.1 Part B applies to every Importer, whether or not an Importer Agreement has been signed. Where an Importer Agreement or its Schedule deviates from these terms, the Importer Agreement and its Schedule prevail.

B2. Orders, prices and payment

B2.1 Importers order at the importer prices in their Importer Agreement or, failing that, Ergonomix's importer price list.

B2.2 Payment terms for Importers are set in the Importer Agreement or the order confirmation and may differ by order size. Without such terms, Article A4.1 applies. A first order of an Importer without an Importer Agreement is paid in full in advance.

B2.3 Ergonomix may refuse orders for delivery outside the Importer's territory. Forecasts are non-binding and used for planning only.

B2.4 Importers set their own resale prices and share them with Ergonomix through the Dashboard.

B2.5 Deliveries to Importers are always Free Carrier (FCA, Incoterms 2020) Jenjarom, Malaysia. Delivery takes place when the goods are loaded onto the carrier appointed by Importer at the premises of Ergonomix's manufacturer. Export clearance in Malaysia is handled on Ergonomix's side; transport from that moment, import clearance, duties and taxes are for Importer's account.

B3. Warranty handling

B3.1 The Importer handles warranty claims of end users in its territory as the first point of contact and carries out the repairs. Its labour costs are its own, unless agreed otherwise in writing. Ergonomix supplies the replacement parts free of charge, shipped with the Importer's next order where possible.

B3.2 The Importer informs end users in its territory of their rights under mandatory local law and includes any legally required text in its warranty documents.

B4. Recall and field actions

B4.1 The Importer keeps the serial numbers, locations, end users and invoice dates of the Devices it sells up to date in the Dashboard.

B4.2 The Importer cooperates fully with any recall, field safety notice or corrective action, including timely contact with end users in its territory.

B4.3 Recall costs are borne by the party whose act, omission or product caused the recall. If the cause cannot reasonably be attributed to one party, the costs are shared equally.

B5. Resale and indemnity

B5.1 The Importer may resell goods under retention of title in the normal course of business and passes the retention of title on to its customers.

B5.2 The Importer indemnifies Ergonomix against claims of end users or third parties to the extent caused by the Importer's acts or omissions, including incorrect installation, training, instructions or after-sales service.