



If caregivers have a choice, they choose Lopital

Lopital delivery and payment terms and conditions. Version 2025-01

These general terms and conditions apply to all products and services provided by Lopital Nederland B.V. and Lopital België B.V., hereinafter referred to as "Lopital," unless expressly stated otherwise in the contract, offer, or order.

1. Delivery of goods and services:

Delivery times are based on our standard range and working methods. If the order or your request deviates from the norm, the delivery time indicated may vary. Products delivered by us, unused and undamaged, belonging to our standard range, may be returned in their original packaging within 10 working days of delivery, only after prior consultation.

Return fees: 10% of the gross sale price (with a minimum amount of €15.00 gross excluding VAT). Shipping fees: for deliveries under €68 (excluding VAT), Lopital charges €15 for shipping and €15 for administrative fees. For deliveries between €68 and €340 (excluding VAT), shipping costs of €15 apply. For orders over €340, no shipping costs are due.

2. Tariff agreements:

The prices for the standard range and standard services are officially revised and set on January 1 and may be modified each year on the same date. All prices are quoted in euros.

3. Payment terms:

Invoicing takes place after the work has been completed or the products have been delivered. Payment must be made within 14 days. Any exceptions to this rule must be agreed in advance.

4. Duration:

4.1 By entering into a commitment through an order or contract, Lopital may terminate the contract automatically and without notice if the other party fails to fulfill its contractual obligations or is subject to bankruptcy proceedings, a moratorium on payments, or an agreement with its creditors. To this end, Lopital applies the laws and regulations in force in the Netherlands for all deliveries of goods and services. Terminations must always be made in writing. Work already planned will be carried out and invoiced in accordance with the current contract.

4.2 Force majeure. Force majeure refers to any circumstance beyond the control of the parties that renders the performance of an obligation impossible or excessively difficult. In the event of force majeure, Lopital is entitled to suspend or terminate the contract, in whole or in part, without being liable for any compensation.

5. Working hours:

The rates for our products and services are based on work being carried out during Lopital's normal working hours. These are Monday to Friday, 8 a.m. to 5 p.m. If delivery, repair, troubleshooting, or installation takes place outside these hours, additional charges will be applied. This will always be done with the customer's agreement.

6. Contract limitation:

When concluding a maintenance contract, we assume that the equipment is new or in good working order, in accordance with the manufacturer's guidelines. If this is not the case, a baseline measurement will be carried out. The resulting costs shall be borne by the customer. Only after the initial measurement and repair of any defects shall the provisions and conditions of the maintenance contract come into effect. Defects that appear later and that already existed before the contract was concluded and could not reasonably have been detected during the initial inspection shall suspend the performance of the maintenance contract for the equipment concerned until the defects have been corrected at the customer's expense.

7. Exclusions:

The following situations, as well as any related work and deliveries, are not covered by the provisions of the maintenance contract:

1. Breakdowns caused by incorrect use, improper installation, or incomplete maintenance by the user or third parties.
2. Failures caused by gross negligence, deliberate intent, or recklessness bordering on deliberate intent, or destruction caused by the user or third parties.
3. Failures or damage to equipment or parts such as paint, chrome, nickel, and plastic materials.
4. Failures caused by external events (including fire, burglary, frost, water damage, explosion).
5. All commercial damage caused by a failure, as well as by equipment failure and third-party work.
6. Failures caused by power cuts and fluctuations in mains voltage and water pressure.
7. Breakdowns caused by the transportation of the product by third parties.
8. Breakdowns on parts or products not supplied by Lopital, or resulting from their use or application.
9. Breakdowns, damage, or injury caused by failure to comply with the maximum capacity (safe working load), failure to comply with or insufficient compliance with the conditions or use prescribed by the manufacturer. Any resulting costs will be invoiced.

8. Product liability:

8.1 We accept no liability if the technical maintenance prescribed by the manufacturer has not been carried out or does not comply with the manufacturer's instructions, or if modifications have been made without the consent of Lopital or the manufacturer.



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8.2 Limitation of liability. Lopital is only liable for direct damages resulting from demonstrable breaches. Any liability for indirect damages (including consequential damages, loss of profits, loss of data) is excluded, except in cases of intentional misconduct or gross negligence on the part of Lopital.

9. Breakdowns and repairs:

Faults can be reported via the digital log, via the website, or by telephone in case of emergency (013-5239300). With the exception of national holidays or periods of closure planned in advance, all faults reported during a normal working week will be repaired within 48 hours where possible. In the event of a fault, repair costs and materials will be listed separately on the invoice.

10. Warranty and installation:

1. Lopital products come with a 5-year warranty covering defects in construction and/or materials. Parts subject to wear and tear (such as batteries, manual controls, and cables) are not covered by the warranty, except in the case of manufacturing and/or material defects. The assessment of these defects is always at the expense of Lopital/ the manufacturer. The product must be returned for assessment. This is always done in consultation with Lopital.
2. If the technical installations have not been carried out correctly and in accordance with the plans/agreements (connection and drainage, possibly electricity) or if the spaces are not technically complete/ready, the installation costs, costs related to damage to the product, and any consequential damage (e.g., drilling into floors/ceilings) will be charged to the customer.
3. A warranty claim accepted by Lopital does not mean that Lopital also accepts liability for any damage suffered. Lopital's liability never extends beyond what is described in these warranty terms and conditions. Any liability on the part of Lopital for consequential damage is expressly excluded. The provisions of this clause do not apply if and to the extent that they arise from a mandatory legal provision.

11. Addition to projects:

If the situation differs from the approved plans, an additional estimate will be drawn up before Lopital continues with the work. Overtime will also be billed. Additional/less work will be invoiced after acceptance of a submitted estimate or when the declaration of additional/less work has been signed on site by the persons authorized to make decisions. Any delay in the construction process must be reported in a timely manner. If Lopital cannot continue the work as agreed, the costs will be invoiced. Before the start of installation and/or assembly, the contact person on site must be known to Lopital. During the installation work, a (construction) elevator must be available to access the space where the products are to be installed with the equipment. The working hours calculated for the projects are included:

- On-site measurements
- Travel expenses
- Fastening equipment
- Participation in site meetings
- Ready-to-use delivery
- Load testing of installed ceiling lifting systems

- User instructions

12. Pool environment:

When delivering products in and/or around a swimming pool or an area exposed to the same vapors and chemicals, Lopital will, in addition to the manufacturer's guidelines, replace parts that are likely to be damaged at least once a year. If early replacement is necessary, Lopital will carry it out. The user or establishment remains directly responsible for this operation.

13. Viewing and/or test drive.

Unless otherwise agreed, products intended to be viewed/tried remain the property of Lopital. The trial period is a MAXIMUM OF 2 WEEKS. You are responsible for shipping to Lopital. In the event of an unagreed extension of the agreed trial period or in the event of damage or stickers affixed to the item, Lopital reserves the right to charge repair costs or refuse shipment. After Lopital has received the item in good condition, you will receive a credit note.

14. Privacy and data processing (GDPR).

If personal data is processed during the delivery of products or the provision of services, the customer is responsible for compliance with the GDPR. If Lopital acts as a processor, a processing agreement is established. All data is treated confidentially and is not shared with third parties without a legal basis or authorization.

15. Final provisions.

Any deviation from these general terms and conditions is only valid if agreed in writing.

If one or more provisions prove to be invalid, the other provisions shall remain in full force and effect. The parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended purpose.

These terms and conditions may be amended by Lopital. The current version can be viewed at any time at www.lopital.nl.



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