

Aanpassingen en toevoegingen Levervoorwaarden LCH - Abena Healthcare

Met Abena wil het LCH een overeenkomst sluiten voor de inkoop van 50 mln handschoenen. Voor de overeenkomsten die het LCH sluit gelden de levervoorwaarden van Mediq. Afgesproken is dat bij afwijking van deze levervoorwaarden, het LCH akkoord vraagt aan het Ministerie van VWS.

Zowel Abena als het LCH stellen enkele aanpassingen en/of toevoegingen voor in de overeenkomst.

Aanpassing aan 'General Conditions of Purchase of Mediq'

1. In de voorwaarden van Mediq staat bij 6b. *"If the supplier exceeds any agreed delivery date, dates or term(s), MEDIQ is entitled to an appropriate compensation by the supplier, without prejudice to MEDIQ's other rights"*. Gezien de huidige markt is dat een voorwaarde die ze graag verwijderd zien uit de overeenkomst. Het LCH is hiermee akkoord. Aanpassing: bovengenoemde regel uit 6b verwijderen.

De toevoegingen levervoorwaarden

1. If the seller is unable to deliver the goods in whole or in parts under this agreement, no claims can be raised, neither direct or indirect claims can be made.
The price is agreed to the fixed price, but price adjustments may occur in connection with raw material or exchange rate changes, changes in shipping prices can occur, in relation to delivery barriers or other external changes such as tax changes. Prices changes can only be acceptable when the underlying reasons are disclosed based on public or market pricelists or government notifications. When price increase is more than 10%, the buyer can cancel the agreement.
2. The customer is obliged to buy the agreed quantity from the seller, but not eligible to purchase quantities besides what is agreed upon, unless a separate agreement is entered regarding this.
3. The seller thus makes reservations for unforeseen delivery barriers. The seller reserves the right to cancel or suspend the order if the seller or its subcontractors are to be prevented from fulfilling the contract as a result of a government intervention or other matters caused by the current COVID-19 pandemic. The parties agree that none of the parties may make any claim against the other part should this clause be activated.
4. The contract only covers the purchase of this item.
5. When the whole of parts of the delivery does not meet the agreed upon quality requirements, the buyer is not obliged to accept them and the seller is obliged to collect the goods and will do its best to replace the goods if possible.
6. The contract is independent from all other contractual obligations the customer and the seller may have.
7. All the circumstances and its consequences mentioned above must be proven by underlying documentation to apply.
8. The seller agrees to deliver the following distribution ratio's for the sizes of the gloves, as desired by the buyer: Small 10% ; Medium 50%; Large 30%; Extra Large 10%. The percentage of Medium may deviate by not more than 3% (47%-53%), but the Seller will make an effort of keeping the ratio as desired by the Buyer.