

TERMS, CONDITIONS & WARRANTY

General Terms and Conditions of Costa Mobility Service. Version 1 – August 2023

ARTICLE 1. DEFINITIONS

In these General Terms and Conditions the following definitions apply:

1. Costa Mobility Service: Costa Mobility Service trade name by Stuij Costa Services SL, registered with NIF: B13883350;
2. The customer: the buyer, client, tenant, contracting party or anyone else with whom Costa Mobility Service enters into an agreement, to whom Costa Mobility Service makes an offer or delivery, or for whom Costa Mobility Service performs a performance; everything with regard to both business customers and consumers.

ARTICLE 2. VALIDITY

These terms and conditions apply to the sale and/or rental or loan of, among other things, mobility scooters, wheelchairs, rollators, stand-up chairs, general daily care aids, comfort/nursing beds and stair lifts and/or parts thereof.

ARTICLE 3. THE OFFER

1. All offers are without obligation, unless expressly agreed otherwise. Costa Mobility Service is only bound after it has confirmed the order in writing. The period within which the offer remains valid is thirty days, unless stated otherwise in the quotation/offer.
2. All prices stated by Costa Mobility Service are inclusive of VAT and exclusive of packaging and shipping costs and/or other taxes, charges or duties pertaining to the goods and/or services as such, unless expressly stated otherwise in the agreement.

ARTICLE 4. THE AGREEMENT

1. Down payment - Costa Mobility Service is entitled to request a down payment up to a maximum of 50% of the purchase price when entering into an agreement with a customer.
2. Price change - If a change occurs in the price after the conclusion of the agreement, this change will not affect the agreed price. Price changes in the context of clearance sales, closing sales, showroom models, discounts, promotions, purchases offers and the like do not affect the already agreed price, for which the customer has signed.
3. Retention of title - Costa Mobility Service remains the owner of the goods sold by it to the customer, as long as the customer has not paid the total amount due under the agreement. The customer is obliged to ensure careful handling.

ARTICLE 5. THE DELIVERY TIME

1. The delivery time is understood to mean the term specified in the agreement, within which the performance must be performed. The delivery time is fixed, unless an expected delivery time has been agreed.
2. If the expected delivery time is exceeded, a new delivery time will be agreed in consultation. This further term is equal to the original expected delivery time, extended by a maximum of two months. In extreme cases, the agreement will be dissolved.

ARTICLE 6. TRANSPORT AND DAMAGE ON DELIVERY

1. If damage is found upon delivery of goods, the customer must make a note of the damage on the receipt. Moreover, the customer must report this to Costa Mobility Service in writing within 24 hours after delivery, failing which the customer is deemed to have received the purchased goods without damage.
2. Unless otherwise agreed, the agreement includes the transport of the purchased goods by the entrepreneur, who bears the risk of damage and loss.

ARTICLE 7. THE WARRANTY

1. The warranty covers parts such as the electronics, switches and, if applicable, the electric motor for a period of 24 months from the date of purchase of a new care aid and 3 months of a used care aid, unless specifically stated otherwise. New batteries are warranted for 6 months from date of purchase. The following parts are expressly excluded from the warranty: tyres, paint, bumpers and foot plates, plastic and rubber parts, upholstery, lighting and lamps, shopping basket, as well as parts subject to normal wear and tear.
2. Warranty is not transferable and lapses in the event of collisions, improper and abnormal use, collisions and all other calamities that fall outside the sphere of influence of Costa Mobility Service. When reporting a warranty claim, the number of the purchase agreement must be provided. Without this information, the warranty claim cannot be processed.

ARTICLE 8. LIABILITY

1. Special liability insurance is explicitly required by law for the use of certain products, such as a mobility scooter. The customer must take care of this himself, unless agreed otherwise in the purchase agreement.
2. Costa Mobility Service is in no way liable for (consequential) damage caused by the use of the products supplied by Costa Mobility Service. Neither Costa Mobility Service nor its staff is liable for any damage, by whatever name and by whatever cause, other than as a result of own intent or gross negligence, to be proven by the customer and then only up to a maximum of the amount of the work or deliveries to be performed by Costa Mobility Service, or a proportionate part thereof.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS

Costa Mobility Service retains at all times the intellectual property rights, including copyrights, to the designs, sketches and calculations it has designed or created, even if the customer has given it an order to do so.

ARTICLE 11. PRODUCT ON TRIAL

1. In some cases it is possible to try a product at home. A written agreement will be drawn up in advance for this in all cases. It also specifies the period during which the product may be tried.
2. For testing a product at home, a down payment of an amount agreed upon in consultation and within reason is required at all times. If the customer proceeds to purchase the product, this will be settled by Costa Mobility Service.
3. Costa Mobility Service delivers the products to be tested to the customer in good condition. These must be returned in the same condition. The provisions included in Article 10 also apply to these terms and conditions.

ARTICLE 12. PAYMENT

1. Each purchase agreement is subject to the general condition that payment is made upon delivery, unless otherwise agreed.
2. If Costa Mobility Service carries out a delivery for the implementation of an agreement in parts, it is entitled to demand payment of the total upon conclusion of the agreement.
3. If an invoice is sent, the payment term is 5 days after the invoice date, unless otherwise agreed. The customer is automatically in default by the expiry of the payment term. If the invoice remains unpaid in full or in part after 5 days, the customer is obliged to pay Costa Mobility Service compensation for loss of interest amounting to the statutory interest on the unpaid invoice amount from that time until full payment.
4. Without prejudice to the provisions of Article 13.3, Costa Mobility Service will send the customer one payment reminder after the payment date has passed, in which it points out his default and gives him the opportunity to pay within 5 days.
5. If installments of an installment scheme are not paid at the agreed times, the installment scheme will lapse and the full (remaining) amount will be immediately due and payable.
6. All costs, both judicial and extrajudicial, which Costa Mobility Service must incur to enforce its rights, are for the account of the customer. These costs amount to at least 15% of the amount involved.
7. In the event of complaints, the customer is only entitled to withhold that part of the invoice that is in reasonable proportion to the content and seriousness of the complaint. This does not release the customer from his obligation to pay the remaining part of the invoice within the agreed period.

ARTICLE 13. CANCELLATION AND RETURN

1. In the event of cancellation of the agreement by the customer, the latter will owe compensation of 30% of what the customer should have paid for the performance of the agreement. The percentage as referred to in the previous sentence is 50% if the cancellation of an agreement is made by the customer, while the customer has already been informed that the delivery – or part thereof if it concerns a partial delivery – can take place. The percentages referred to in the previous paragraph are fixed, unless Costa Mobility Service can prove that its damage is greater. For products that must be custom-made and, as a result, are ordered specifically for the customer, including partial deliveries and adjustments, Costa Mobility Service is entitled to claim a maximum of 75% of the amount that should have been paid upon implementation of the agreement.
2. When returning an article, the customer is responsible for the damage-free and faultless return of the required article, even if this concerns transport damage or loss. Extra good packaging of the product, protected against bumps, moisture and dirt, is strongly recommended, regardless of how the package was delivered to the customer. To avoid discussion, Costa Mobility Service advises the customer to take photos of the condition of the item before shipment and to take photos of the package as it is offered to the carrier. In this way, the customer can claim any transport damage from the carrier. For extra security, the item can be sent insured or the customer can return the item to the store. If the article already has a defect upon receipt, the customer must report this to Costa Mobility Service in writing or by e-mail within 24 hours of receipt of the product, with photos of the defect (see also Article 6). If this is not done, it is assumed that any damage or defect occurred at the customer or during transport from the customer to Costa Mobility Service. Damage or defect will be reasonably charged to the customer.
3. If an article falls outside the return conditions or cannot be accepted for return by Costa Mobility Service for any other reason (for example damage or loss), the costs for return delivery to the customer will be charged to the customer.

Do you have questions? Please feel free to contact us:

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