

Guarantee conditions for tailor-made products

Article 1 – General

Our products are produced with due care and are 100% climate neutral. High-quality materials and the most advanced technologies are used in the process. The guarantee of a tailor-made product covers the fit, potential breakages, damage, problems with the seals, materials, distortions and discolouration of the products and manufacturing faults. Change of the design or choice of materials do not fall under this guarantee.

Article 2 - Glossary

The following concepts are applied in these guarantee conditions:

Pluggierz: tailor-made hearing protection from the Pluggierz label.

Decorative aid: a hearing aid which includes one or more colours (other than transparent), potentially in a specific pattern, or a hearing aid that is provided with a specific image.

Article 3 - Applicability

These guarantee conditions apply to all legal relationships between the purchaser and Comfoor B.V. concerning deliveries by Comfoor B.V. to the purchaser.

Article 4 - Fit, breakage and damage

1. The guarantee of the fit, cover for breakages and damage of hearing aids and the tailor-made hearing protection applies for 6 months.
2. The guarantee of the fit only applies for those intended for users of 16 years and older. A guarantee period of three months applies for the fit for people that are younger than 16 years.
3. The guarantee does not apply to the fit of hearing aids that are silver-plated, gold-plated, metal-coated or are subject to our 'short version' RIC product. A trial period of one week prior to the silver-plating, gold-plating, or steel-plating is recommended for this.
4. Breakage and damage due to careless use do not fall under the guarantee conditions.
5. The guarantee of the fit does not relate to the seal: the seal may be adequate although the fit is uncomfortable and vice versa.

Article 5 - Seal

1. The guarantee of the seal for hearing aids and hearing protection only applies from the point of delivery.
2. If leakage occurs after delivery, and this is not the result of a guarantee claim as referred to in article 4 subclause 1, this will be beyond our control and therefore cannot be attributed to us.

Article 6 - Materials, distortion, discoloration and manufacturing faults.

1. In the event of irregularities in the materials, distortion, discoloration and manufacturing faults a guarantee period of 5 years will apply.
2. As an exception to the provisions contained in paragraph 1 of this Article, a warranty term of 2 years applies for ear moulds and hearing protection made from flexible material (e.g. a-flex, bioflex, thermoflex and Variotherm), decorative pieces and products with silver, gold and/or steel plating, while a discoloration warranty of 6 months applies.
3. Discoloration due to insufficient cleaning of the products and distortion due to careless use do not fall under the guarantee conditions.

Article 7 - Execution of guarantee claims

1. Complaints with regard to externally observable defects or shortcomings must be made no later than within 10 days after delivery. Complaints with regard to other defects must be made within 10 days after the purchaser has discovered the defect, or reasonably could have discovered the defect, but still within the guarantee period, which commences on the invoice date.
2. In the event of exceeding of the periods referred to in subclause 1 every claim against Comfoor B.V. will lapse.
3. If Comfoor B.V. has acknowledged liability of the defect, which the guarantee applies to, Comfoor B.V. will have the choice to repair or replace the product, or as the case may be to refund the purchase price.
4. Only correctly completed guarantee claims will be dealt with, and the products must be returned within 4 weeks after the complaint is made.
5. In the event of fitting problems and insufficient sealing a new imprint must be made.
6. In the event of unique details, which are important for the guarantee claim, these must be stated under "Comments".

Article 8 - Returns

As the customer sometimes chooses to keep the old product until the new product is ready, this can also be returned afterwards. Comfoor B.V. grants a temporary guarantee if the guarantee conditions have been fulfilled. Comfoor B.V. will send a small bag with the product label for the new order. After adjustment the purchaser will put the old hearing aid into this small bag and will send it back to Comfoor B.V. The period in which to return the old product amounts to 4 weeks after the purchaser has received the new product, otherwise the guarantee will lapse and the purchaser will receive an invoice for the new product, which the purchaser must pay within the payment term set out in this invoice.

Article 9 - Quality of the imprints

Comfoor B.V. will reject imprints if they are of insufficient quality. If the purchaser might decide to still have the product made, this product will not be eligible for the guarantee. During the imprinting the ear canal must be free of piercings and/or other related products, otherwise the product will also not be eligible for the guarantee.

Article 10 - Cancellation of the order

It is not possible to cancel free of charge. In the event of cancellation after placing the order with Comfoor B.V. the purchaser will owe the full price of the cancelled order to Comfoor B.V.

Article 11 - Liability

All liability for damage resulting from the materials delivered by Comfoor B.V. is limited to the amount that is paid by the insurer of Comfoor B.V. in the specific case, with the exception of cases of intention or gross negligence and exclusively insofar as permitted by law.