

Published on: 2nd April 2026 (UTC/GMT +02:00 - Europe/Brussels)

GENERAL TERMS AND CONDITIONS OF SALE (US)

These 'General Terms and Conditions of Sale' apply to all quotations, offers, and agreements regarding the purchase of goods and services ("Products") manufactured by **LivAssured B.V.** ("LivAssured") and sold via its authorized Seller of Record in the United States, **Unitron MedX LLC (Unitron MedX)**.

By accepting these 'Terms and Conditions', you ("Customer" or "you") acknowledge that:

- a) LivAssured acts as the manufacturer and provider of technical and clinical support.
- b) Unitron MedX acts as the Seller of Record responsible for payment processing and order fulfilment.
- c) The purchase is subject to the verification of a valid medical prescription and full payment as outlined in these terms.

If you do not agree to these terms, or cannot provide a valid medical prescription, you must not purchase the Product

Article 1 Definitions

The terms below are defined as follows in these 'Terms and Conditions':

- **LivAssured:** Manufacturer of medical devices responsible for the verification and storage of medical prescriptions on behalf of the Seller of Record. All personal and medical data provided by the Customer is processed in accordance with our "[Privacy Notice, General \(US\)](#)", which is an integral part of the ordering process.

Address: Schipholweg 103, 2316 XC, Leiden, The Netherlands

- **Seller of Record:** Unitron MedX, the entity that processes Customer payments and fulfills orders within the United States.

Address: 1941 Evans Rd, Cary, North Carolina 27513, , United States of America

- **Products:** All goods produced and/or services delivered by LivAssured, which includes medical devices cleared by the U.S. Food and Drug Administration (FDA) for seizure monitoring, such as NightWatch and NightWatch+.

- **Customer:** the person who purchases products via Seller of Record.

- **Agreement(s):** shall mean these terms and conditions which govern the purchase of and use of the Products by the Customer.

Article 2 Offers

1. All offers and quotations presented by **LivAssured** on its website or in writing are without obligation.
2. An offer is only considered accepted and binding once **LivAssured** has successfully verified the medical prescription and the **Seller of Record** has received full payment from the Customer.
3. Prices displayed are exclusive of US Sales Tax, customs duties, and shipping costs, unless explicitly stated otherwise.

4. If an acceptance by the Customer deviates from the original offer, neither LivAssured nor the Seller of Record shall be bound by it, unless agreed upon in writing

Article 3 Conclusion of the agreement

1. The agreement is concluded in stages:
 - a) Prescription Submission: The Customer submits a valid medical prescription (Rx) to LivAssured. By doing so, the Customer consents to the processing of medical data by LivAssured as described in the "[Privacy Notice, General \(US\)](#)"
 - b) Verification & Support Setup: LivAssured verifies the prescription on behalf of the Seller of Record.
 - c) Payment & Finalization: After verification, the Customer receives a payment link from the Seller of Record. The agreement is final upon receipt of full payment.

Article 4 Trial period and right of withdrawal for consumers

1. The Customer may try the product free of charge for 30 days after delivery. This trial period includes the statutory right of withdrawal for consumers.
2. When the device is returned after 30 day but within 6 months after delivery the Customer will receive a partial refund according to the return policy:
<https://nightwatchepilepsy.com/en-us/return-policy>
3. During the trial period, the Customer must handle the product and the packaging with due care. The product must only be used to the extent necessary in order to determine the nature, characteristics and operation of the product as instructed in the user manual of the product.
4. If the Customer wishes to return the product during the trial period, they must notify LivAssured and follow the indicated return instructions. Returns must be made to the designated US return address provided by LivAssured.
5. The Customer must return the product as soon as possible, however no later than within a week following the notification referred to in paragraph 4, in the original packaging and in accordance with the reasonable and clear instructions provided by LivAssured. The Customer is responsible for the return shipment and its costs.
6. If the product is returned damaged, not in time and/or not in the original packaging, LivAssured is entitled to charge the resulting costs to the Customer.
7. After 6 months, the Customer can no longer return the product (other than on the basis of the guarantee) and the full invoice must be paid in time.

Article 5 Prices

1. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of adjustments to VAT rates.

Article 6 Delivery

1. The place of delivery is the US address supplied by the Customer to LivAssured
2. Delivery is executed by the Seller of Record Unitron MedX, from North Carolina.

3. Risk of damage and/or loss transfers to the Customer at the moment of delivery to the Customer's address
4. The Customer will give LivAssured written notice of failure to deliver and thirty (30) days within which to cure. If LivAssured does not deliver within such thirty (30) day period, the Customer can cancel the affected and undelivered portions of the related Agreement.
5. If the Customer fails to take the delivery of Products ordered, then the product may be delivered in consignment at Customer's cost.

Article 7 Payment

1. Payment must be made in US Dollars (USD).
2. Following the successful verification of the medical prescription by LivAssured, the Customer shall fulfil the payment obligation via the payment link provided.
3. Payment must be made to the bank account of the Seller of Record (Unitron MedX), no later than within 30 days after the invoice date, unless explicitly agreed otherwise in writing.
4. In the event the Customer fails to meet his payment obligation(s) in time, a reminder will be sent granting a 14-day period for fulfilment.

Article 8 Retention of title

1. LivAssured reserves the title to all products it supplies to the Customer until the purchase price for these products has been paid in full.
2. The risk of products delivered by LivAssured, without prejudice to the retention of title stipulated by LivAssured, is transferred to the Customer from the moment of delivery of the products to the Customer. LivAssured is not liable for any damage to the delivered products that are subject to a retention of title, caused during the time they are located at the Customer.
3. The Customer must fully and unconditionally respect all intellectual and industrial property rights that are vested in the products delivered by LivAssured.

Article 9 Advertising by the Customer

1. LivAssured must be notified of complaints from the Customer related to defects in products that are noticeably visible in writing within 48 hours after delivery, with a clear and accurate description of the complaint and stating the invoice, through which the relevant products have been charged. The Customer must conduct a careful and timely inspection.
2. Non-visible deficits must be reported within three (3) months of delivery in the manner stated in paragraph 1.
3. If a complaint is not submitted in time pursuant to the previous paragraph, the Customer shall be obliged to purchase and pay for the Products that were bought. In consultation with LivAssured, the Customer may, where necessary, have parts replaced by LivAssured.

Article 10 Liability

1. Apart from the case of intent or gross negligence on its part and to the maximum extent permitted by law, neither LivAssured nor the Seller of Record are liable for business damage, property damage, personal injury or any other damage that may arise directly or indirectly for the Customer and/or third parties.
2. Any liability on the part of LivAssured or the Seller of Record is limited to the damage that could be anticipated as a possible consequence of the act causing the obligation to pay compensation, with a maximum of the amount paid in the respective case by the liability insurance taken out.
3. If, for any reason, no payment is made under the aforementioned insurance policy, any liability is limited to the amount invoiced by LivAssured and the Seller of Record combined for the relevant product.
4. The Seller of Record shall not be liable for any damages resulting from technical or clinical defects of the Product, for which the Customer must seek recourse exclusively from the manufacturer, LivAssured.
5. Without prejudice to any provisions elsewhere in these general terms and conditions, LivAssured and the Seller of Record shall at no time be liable for goods and/or services it has obtained from third parties, other than to the extent such third parties are liable in respect of LivAssured and the Seller of Record and offer redress.

Article 11 Guarantee

1. LivAssured guarantees that, under regular use, the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the existing legal provisions and/or government regulations at the date of the conclusion of the agreement.
2. The guarantee referred to in paragraph 1 applies for a period of twenty-four months after delivery, unless:
 - (i) the Customer has repaired or modified the delivered products himself;
 - (ii) the delivered products have been exposed to abnormal conditions or used in violation of the instructions of LivAssured or the relevant instructions for use.
3. If a delivered product does not meet the requirements referred to in paragraph 1 of this article, LivAssured will replace the product or arrange for replacement of components within a reasonable period after receipt of written notification of the defect by the Buyer, at LivAssured's discretion. In the event of replacement, the Customer at this time undertakes to return the product to be replaced to LivAssured and to provide LivAssured with ownership.

Article 12 Intellectual property and copyrights

1. All intellectual (property) rights including, explicitly but not exclusively, copyrights and design rights, which can or will be exercised – wherever and whenever – with regard to the products, are vested with LivAssured.

2. The Customer is not permitted to make changes to the products, unless the nature of the delivered products dictates otherwise or it has been agreed otherwise in writing.
3. Any designs, software and other materials or (electronic) files created by LivAssured under the terms of the agreement remain the property of LivAssured, irrespective of whether these have been handed over to the Customer or to third parties, unless otherwise agreed.
4. LivAssured reserves the right to use any increased knowledge during the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 13 Applicable law and disputes

1. The laws of the State of North Carolina, United States, shall apply to any agreement between the Seller of Record, LivAssured, and the Customer.
2. All disputes in matters to which these terms and conditions apply shall be submitted to the competent courts located in North Carolina.
3. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation

Article 14 Amendment and location of the terms and conditions

1. The most recently filed and published version is at all times applicable.