

## Terms and conditions

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### **Application of condition**

Notwithstanding anything which may be contained in any purchase order or other document of the buyer, goods are supplied subject to these conditions alone. No variations of them will apply unless expressly agreed by both parties in writing and signed on their behalf.

### **Delivery**

Unless specifically agreed otherwise than in writing by the seller the date of any delivery notified by the seller to the buyer is an estimate only and the seller shall not be liable for the consequences of any delay in fulfilling the buyers order. Goods are delivered by carriers over whom the seller has no control and therefore the seller shall not be liable for the consequences of any delay in transit. In the events of goods ordered and subsequently returned for any reason the seller reserves the right to affect a handling charge.

### **Discrepancy**

The buyer will inspect the goods on arrival and if they do not correspond in nature to the goods ordered, will give the seller written notification of any discrepancy within 14 days of the despatch, failing which the buyer shall be deemed to have accepted the goods.

### **Descriptions**

The pictures, dimensions, specifications and drawings shown on this website are shown only as a guide, and although we will normally supply the exact product shown, we reserve the right on occasions to supply similar to items but of detail differences.

### **Accuracy of information**

Whilst we make every effort to ensure the accuracy of the information shown on this website, we can accept no liability for damages or injury arising directly or indirectly from any error or omission in such information.



## **Price**

The seller reserves the right to vary any price advertised in the sellers catalogue, website or elsewhere as occasion demands, and the goods are supplied at the price prevailing as at the date of acceptance by the seller of any order placed by the buyer. All prices are exclusive VAT except where expressly stated otherwise.



## **Payment**

Payment for the goods is due without any deduction either with the order if the buyer does not have a credit account, or within 30 days of the date of the invoice if the buyer does have a credit account. If payment of price or any part of it is not made by the due date the seller shall be entitled to charge interest on overdue accounts at the rate of 4 % above the HSBC bank base rate per month and any further deliveries will suspended until account is paid in full together with any interest.



## **Specification**

Goods described in the sellers catalogue and website are subjected to a continuing process of technical change and development and the seller therefore reserves the right to alter specifications without notice any time before delivery. All descriptions, illustrations, specifications and dimensions are approximate and are only intended to present general guidelines as to the goods therein. It is therefore agreed by the buyer that the goods supplied may not comply in all respects with description in the sellers documentation. If a sample of the goods has been exhibited to and inspected by the buyer the contract shall not constitute a sale by sample.



## **Loss or damage in transit**

The seller will replace goods which fail to arrive or arrive in damaged condition. However, in order to comply with the terms and the conditions the sellers own insurance policy, notification of loss or damage to the goods must be made to the seller in writing , within 14 days of the date of despatch, failing which no claim in respect of such loss or damage will entertained by the seller.



### **Defective goods and consequential loss**

The seller guarantees that the goods are free from defects and are of merchantable quality but it is for the buyer to satisfy himself that the goods are fit and suitable for the purpose for which he requires them. Defects in goods delivered shall not be grounds for cancellation by the buyer of the remainder of any order or contract. It is expressly agreed and understood by the buyer that the sellers liability in respect of defective or otherwise unmerchantable goods shall under no circumstances whatsoever extend beyond the price paid for such goods, in particular the seller shall not be liable for any damage to property, nor any consequential loss of whatsoever nature, however caused, arising out of any defect in the goods, or from their failure to correspond to any description or representation, or from their unsuitability for any purpose. If any buyer alleges that goods supplied are supplied the buyer will return them, carriage paid, to the sellers premises. If, after examination by the seller, it is established that the goods are defective then the seller will refund the buyer the cost of the carriage and replace the goods or at the sellers absolute discretion refund their purchase price.



### **Reservation of title**

Although goods supplied by the seller to the buyer shall be at the buyers risk immediately on delivery to the buyer (and the buyer should be insured accordingly), the legal ownership in the goods shall not pass from the seller to the buyer until they have been paid for in full. Until property in the goods of passes from the seller to the buyer as forsaid the buyer shall hold the goods as the bailee of the seller. Where the goods are supplied under a contract order with delivery in instalments over an extended period, then the order is to be regarded as a whole so that property in none of the goods passes until all the goods, the subject of the contract order, have been paid for in full.



### **Applicable law**

The contract is subject to the law of the Kingdom of Denmark.



### **For further information**

We kindly ask you to contact Ossi Connectors A/S at:

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