

Terms and Conditions

1. All quotations and orders shall be subject to the terms and conditions of sale which follow and to the exclusion of all guarantees, conditions and warranties (including any as to the quality or fitness for any particular purpose) whether expressed or implied by statute or common law or otherwise.
2. No addition to or variation from such terms and conditions shall have effect unless we expressly accept such variation or addition in writing.
3. Cancellation of orders can only be accepted by agreement in writing and a reasonable charge may be made. All goods are made to order and once manufactured cannot be cancelled or returned.
4. Whilst we will do all within our power to meet delivery dates we shall bear no liability whatsoever for delay in estimated delivery times or failure to deliver for any cause nor from any loss or damage arising therefrom.
5. Delivery of part of the goods shall be good delivery and payment is due pro rata to total price. Any time or date for delivery named by the Seller is an estimate only and the Seller shall not be liable for consequences of any delay.
6. Should the Customer be unable to accept goods for any reason or the suppliers are unable to deliver due to an error in or inadequate delivery instructions the supplier may cancel and or charge any additional costs incurred.
7. The Customer must make notification of damage to goods within three days of their delivery.
8. The Customer must make any query on any invoice related to non-delivery in writing within fourteen days of the date of invoice.
9. Although the Buyer or his Agent obtains possession of the goods save as is otherwise provided in this condition the legal and beneficial title in the goods shall remain with the Seller until the Seller has been paid in full for the goods comprised in this or any other contract between the Seller and the Buyer. The Buyer holds the goods in a fiduciary capacity as bailee for the Seller. The Buyer agrees to keep apart and separately to identify (as belonging to the Seller) all those goods owned by the Seller in its possession or the possession of its agents. The Seller reserves the right of disposal of any of its property and shall be at liberty to retake possession of the same or any part thereof and for that purpose enter into any premises of the buyer until the goods and any other such Contract goods supplied to the Buyer by the Seller have been paid for in full. The Buyer is authorised to sell or use the goods as bailee's of the Seller. If the goods or any part thereof are sold then if the property in the goods is within the Seller pursuant to these terms property shall pass from the Seller to the new Buyer. In the event that the Buyer receives from any person payment in respect of any of these or any part of them the Buyer shall receive and hold such monies on behalf of the Seller and keep them separate and apart until the Seller has been paid in full for the goods comprised in this or any other contract between the Seller and the Buyer. Notwithstanding the foregoing the risk and the responsibility in and for the goods shall pass to the Buyer when the Seller or its Agents delivers the goods in accordance with this Contract to the Buyer or its Agents or any other person authorised by the Buyer to receive the goods.
10. Payment in full shall be made before the end of the month following the date of invoice. Goods will be invoiced at prices ruling at date of delivery.
11. In the event of any claim the seller's liability shall in no circumstances exceed the invoice price of the defective articles.
12. No liability for any resultant loss or damage whatsoever, direct or indirect of any nature will be accepted by the Supplier.
13. Contract may be subject to cancellation by the Supplier owing to an Act of God, force majeure or other cause beyond the control of the supplier.
14. The supplier's guarantee is given subject to the products being used for the purpose for which they are designed, with the exception of fair wear and tear unless otherwise stated. All products supplied are guaranteed against defective materials or workmanship from the date of invoice for a period of 5 years for structural parts under normal use. Any complaints concerning the goods must be made in writing within 14 days of the alleged defect arising otherwise the seller shall not be liable for defective goods. The Supplier undertakes to repair any model or any part which proves to be faulty, assuming that the product has been used under normal conditions and provided that it is returned to the supplier, carriage paid within the period of, and according to the Conditions of the Guarantee. The guarantee period for any chair, which is in 24-hour constant use, will be limited to 12 months unless otherwise specified.
15. All contracts shall be governed by the law of England and no condition herein shall prejudice any statutory rights of the customer or supplier.
16. All descriptions, illustrations, particulars of weights and dimensions contained in the Seller's catalogue or price list or other advertising matter are subject to amendment without previous notice and are intended merely to present a general idea of the goods described therein and shall not form part of the contract unless specifically agreed in the Contract.
17. The Seller shall not be liable for any consequential or indirect damage arising out of any breach of this Contract.

18. This contract constitutes the entire terms of the Agreement between the parties and cannot be varied except in writing and signed by the parties.

OCee Design – Environmental Policy

Environmental Policy Statement

OCee Design does not consider that its operations may have the potential to adversely impact on the environment but nevertheless has incorporated environmental protection procedures into its working practices. The Company plans conducts and monitors its operations using the best practicable means to protect the environment from impairment. The Company has empathy with environmental issues and constantly strives to improve its operational policies, particularly where they impinge upon the preservation of the environment.

OCee Design aims to: -

Ensure that during the planning stage of all new developments the best practicable environmental option and Duty of Care will be incorporated into the design.

Continuously review its operations to ensure that any implemented technologies relating to environmental control are maintained. It shall be the policy of the Company to use its best efforts to prevent pollution at source.

Define and assign responsibilities for the application and implementation of specific procedures relating to the protection of the environment. Where appropriate, it will set standards and objectives that shall form part of the company appraisal scheme.

Make employees aware of the company's position on environmental issues, providing suitable training to improve awareness, encouraging active and responsible participation at all levels in the achievement of the requirements of that objective.

Consider the environmental impact when selecting processes, materials and energy sources ensuring the efficient and safe use of these resources whilst minimising waste. Where waste does occur, the company accepts its Duty of Care and will dispose of it in a manner that does not endanger employees, the public and the environment.

Select all suppliers, contractors and sub-contractors with care and require environmental standards equivalent to those contained within its own policy to be operated.

Make available to employees, customers, suppliers and statutory authorities relevant information about its activities that affect health, safety and the environment. It will take the interest of the local community into account with due regard for public perception and will communicate with the community where necessary.

Where appropriate, provide suitable contingency plans to deal with emergency situations that could threaten the environment.

Regularly review its environmental strategy, ensuring continued compliance with legislation and matching those needs to the changes in process, materials and technologies.

Packaging

Packaging is reused wherever possible but any damaged packaging and paper is disposed of on site by way of a compactor. The compacted bags are taken away by a paper recycling company.

Adhesive

OCee Design aim to ensure that all adhesives used are water based and bio-degradable.

Timber

Timber supplied to oceedesign is sourced only from countries whose governments follow statutory re-forestation programmes to ensure the permanent availability of timber.

Warranties & Liability

1. Subject to the Conditions set out below OCee Design Ltd warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of five years from delivery under standard, 8 hours per day, office use. 24/7 use will be limited to a 12 month warranty unless otherwise stated
2. Subject to the conditions below the Physio & Sphere range is provided with a 10 year warranty for standard, 8 hours per day, office use and 5 years for 24/7 use.
3. The above warranty is given by OCee Design Ltd subject to the following Conditions:
 - 3.1 OCee Design Ltd shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - 3.2 OCee Design Ltd shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the OCee Design Ltd instructions (whether oral or in writing), misuse or alteration or repair of the Goods without OCee Design Ltd approval;
 - 3.3 OCee Design Ltd shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
 - 3.4 The above warranty does not extend to parts, materials or equipment not manufactured by the OCee Design Ltd, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
4. Subject as expressly provided in these Conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
5. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
6. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to OCee Design Ltd in writing within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify OCee Design Ltd accordingly, the Buyer shall not be entitled to reject the Goods and OCee Design Ltd shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
7. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to OCee Design Ltd in accordance with these Conditions, OCee Design Ltd shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at OCee Design Ltd sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but OCee Design Ltd shall have no further liability to the Buyer.
8. Except in respect of death or personal injury caused by OCee Design Ltd negligence, OCee Design Ltd shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the OCee Design Ltd, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of OCee Design Ltd under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.