

Information Sheet

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.