

1. General

The following standard terms and conditions of sale and delivery shall apply unless otherwise agreed in writing between the parties. No conditions added to documents or in any other way put forward by the buyer shall apply without Rittal's written acceptance.

2. Quotations

Rittal's written quotations are subject to availability, and all stated prices exclude VAT unless otherwise indicated.

3. Prices

Rittal reserves the right to increase the stated prices until a quotation has been provided or until the buyer's order has been accepted.

The stated prices exclude VAT unless otherwise specified.

Technical data, prices and other specifications given in Rittal's catalogues, brochures, web pages, drawings and price lists are non-binding. Rittal reserves the right to make changes without prior notification.

4. Orders

Orders shall be considered solely as quotations, and no agreement shall have been entered into until an order has been accepted in writing by Rittal.

5. Terms of delivery

Delivery ex Rittal's warehouse. Freight and shipping shall be at the buyer's cost and risk. Packaging is included in the price.

6. Delivery time

The stated deliver times are approximate and non-binding, although Rittal shall seek to comply with given delivery times in the interests of both parties.

7. Payment terms

Unless otherwise specified in quotations, order confirmations or invoices, payment must be made in cash.

The buyer shall not be entitled to retain payment or to set payment off against counter-claims unless such counter-claims have been acknowledged in writing by Rittal.

If due payments are not received by the due dates, the balance of the purchase price for all goods supplied by Rittal shall become due for immediate payment with no consideration for any previously agreed credit. Rittal shall also be entitled to suspend any further deliveries immediately, and to cancel any contracts for goods not yet delivered.

8. Retention of ownership until payment is made

Rittal retains the right of ownership of the goods delivered to the buyer until full payment has been made for goods bought on credit. The buyer must, in so far as possible, keep these goods separate from other goods and retain Rittal's labelling until such a time as payment has been made.

9. Defects

Rittal will either exchange or repair defective goods in its own workshop or on site for a period of up to 12 months after delivery provided defects are brought to Rittal's attention in writing as soon as they are discovered. Rittal is not under obligation to bear any other costs associated with the buyer's operating losses, loss of profit or any other direct or indirect losses.

Rittal accepts no responsibility for defects caused by improper use, improper installation, installation in extreme environments for which the goods are not designed, inadequate or non-existent maintenance or wear and tear.

Defects shall only entitle the buyer to cancel purchase contracts concerning the same type of goods, and only if the defect is significant and general in character.

All information pertaining to dimensions, weight, capacity, web pages and other data given in catalogues, prospectuses, advertisements, price lists and similar is intended as guidance only. Such information shall only be binding to the extent stated specifically in the agreement.

The buyer shall bear all risks and costs associated with the return of defective goods to Rittal. Goods shall only be returned by prior written agreement. Goods must be standard stock items in their original packaging. The buyer shall bear all risk and cost associated with freight and shipping to Rittal.

10. Product liability

Rittal shall be liable for damages caused by its products to persons in accordance with applicable laws and regulations. Damage to property is not included, nor shall Rittal be liable for operating losses, loss of profit or other direct or indirect losses suffered by the buyer.

11. Notification of defects

The buyer must examine the delivered goods immediately upon receipt. Errors and defects that are ascertained or should have been ascertained must be brought to Rittal's attention immediately and no later than eight days after receipt of the goods. Damage caused by shipping must be brought to the carrier's attention immediately.

12. Force majeure

Certain circumstances shall be designated as force majeure and considered to exempt Rittal from liability, including war, riots, industrial disputes, lock-outs, production accidents, transportation accidents and any other circumstances beyond the control of Rittal, including defects or delays in deliveries by sub-contractors or Rittal's own production units.

Part-deliveries may be made if such circumstances should arise.

Rittal or the buyer shall be entitled to terminate agreements affected by any such circumstances if the grounds for relief prevent Rittal from fulfilling its obligations for more than six months. Compensation claims cannot be made in such circumstances.

13. Intellectual rights

All intellectual rights to products, drawings, documents, etc. are held by Rittal and such material may not be employed by a third party without Rittal's written permission.

14. Disputes

Any disputes which cannot be settled amicably shall be settled within the jurisdiction in which Rittal conducts its business.