

GENERAL TERMS OF SALE AND DELIVERY

Our offers are valid, unless otherwise stated, under no obligation and only for immediate purchase order. If the buyer requests only part of the offered items, this shall be subject to our approval. All offers of stock goods are subject to goods being still unsold.

Suggestions, drawings and offers are the seller's property and may not be submitted to a third party without special permission.

Confirmation of order, against which the buyer has not made any complaints within 8 days, are considered to be accepted in all respects.

Specifications, colours etc. shall be submitted to the seller within the time stated in the confirmation of order. If not, the seller is considered free from any promises regarding the time of delivery.

The seller has the right to over- or under-deliver an order according to the general rules applied by the seller for the goods in question.

For divergencies with regard to colours, dimensions, length, weight etc. the rules which are generally applied by the seller for the products in question shall be followed. The weights per piece stated by the seller are given under no obligation.

If the buyer's order does not include any special quality stipulations, the order is considered to be for ordinary commercial quality or otherwise current quality for the goods in question.

Rugs treated with flame retardant

Woven and hand tufted rugs can, upon request, be treated with a flame retardant in order to comply with specific fire regulations. Once a rug is treated with the flame retardant, the rug cannot be cleaned using water, since the effect of the treatment will then be lost. If the rug is cleaned using water, the rug must be re-treated with the flame retardant in order to maintain its flame retardant effect.

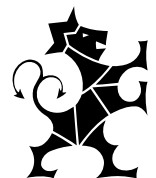
For instructions around re-treatments of rugs, please contact your local Kasthall representative or e-mail info@kasthall.se

Time of delivery

The stated times of delivery are approximate and they are always referring to, unless otherwise is specially stated, the time of dispatch from the seller's factory.

The seller does not undertake any liability for damages whatsoever in case of delayed deliveries, unless fines have been promised by the seller in writing and the fines shall then only be paid in so far as the buyer demonstrably has been caused damages and the delay has not been caused by events mentioned below, for which the seller exempts himself from liability.

The buyer, however, has the right to cancel the agreement, if the approximate time of delivery has been considerably exceeded, without the seller being able to refer to any circumstances emphasizing his non-liability in this respect.



If the buyer has not in due time fulfilled the stipulated terms of payment or has not in due time in writing submitted to the supplier such information which is necessary for the delivery or otherwise has delayed the execution of the order, for instance by additions to or alterations of the order, the supplier has the right to a corresponding prolongation of the time of delivery. Delayed delivery of unessential part shall not be referred to as delay when estimation the time for the execution of a delivery.

Force majeure

Each evident affecting the seller or his sub-supplier, which evident cannot be hindered and which makes the delivery more difficult or is delaying the delivery, gives the seller the right to either cancel the agreement or extend the time of delivery. Examples of such evidents are war, mobilization, political troubles, export or/and import prohibitions affection Sweden or other country, labour conflicts, fire, engine breakdown in our own or other supplier's factory, lack of means of transport, traffic disturbances, shipwrecks, lack of power supply, natural events or other conditions of any kind which affects our delivery capacity but which are beyond our control.

Should a manufacturer referred to in a purchase agreement close down his manufacturing of the sold out of stock kind of goods, we exempt ourselves from all liability to deliver. At such a closing down we will, however immediately inform the buyer.

Transport, packing

When it is agreed that a delivery shall be free in rail or free at quay at the place of destination, the transport from this place to the building place is not included and this transport is arranged and paid for by the buyer. The supplier's liability for the goods expires with the arrival of the goods at the place of destination.

If the goods are damaged on arrival at the place of destination, if parts are missing, or there are reasons for complaints regarding the transport this shall immediately be reported in writing to the supplier, at the risk that the claim for compensation otherwise cannot be established. Material which may have been damaged during the transport shall without fail be inspected by the railway authorities or, if other mean of transport has been used, of a legally responsible representative for the transporters of the goods.

Complaints

If the delivered goods turn out to be impaired by errors, for which the seller is responsible, the seller shall within reasonable time, free of charge, according to his own choice replace, repair or rework the delivered goods, but otherwise he is under no obligation on account of the error to pay any other compensation or for other damages of any kind whatsoever.

Complaints against a delivered quantity shall be made within 8 days after receipt of the goods, whereas complaints against quality, divergencies etc. shall be made immediately after the error has been discovered. If such a complaint is not made in spite of the buyer having discovered or ought to have discovered the error he loses his right to pursue his claim against it.

Payment

Payment shall be made according to the terms agreed on.

