

OPTI-FISH TERMS & CONDITIONS

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings: "The Buyer" means the person, firm or company who purchases the Goods from the Company; "The Company" means Opti-Fish; "Contract" means the contract between the Company and the Buyer, which shall be deemed to incorporate these Terms; "Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer; "Place of Delivery" means the place to which the Goods are to be delivered. In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer. No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

3. Delivery

Unless otherwise agreed in writing, the Place of Delivery shall be the purchaser's address and a maximum of 10 units per online order. We aim to dispatch within 2 working days, but please allow up to 10-14 days for items to be delivered to a non UK customer address. Delivery within the UK usually takes only 3-4 days. Additionally please note that payment for an item will be taken once ordered and not when its dispatched, all prices quoted are in GBP (pound sterling). We always aim to carry large stocks. Please note for security reasons: we can only deliver to the cardholders/paypal account holders address. All dates quoted for despatch or ultimate delivery by the seller are as estimates only and are not to be liable for the consequence of any delay in fulfilling the buyers order howsoever caused. The buyer shall nevertheless be bound to accept the goods ordered when available. Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 30 days.

4. Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall: Hold the Goods on a fiduciary basis as the Company's bailee; Store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property; Not destroy or deface any identifying mark on the Goods or their packaging; Maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

5. Price

The price for the Goods shall, unless otherwise agreed, be the price set out on the date of delivery in the Company's price list. The price for the Goods shall be exclusive of all costs of carriage and insurance which the Buyer shall pay in addition. The Price of the Goods shall be the Company's quoted price which shall be binding on the Buyer provided that the Buyer shall accept the Company's quotation. The Company may give notice to the Buyer at any time up to 5 business days prior to delivery that it wishes to increase the Price of the Goods.

6. Payment

Payment is due within 3 days of processing the order online. The Company will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if it is not paid according to these Terms: Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

7. Warranties

Warranty period: 2 Years to original purchaser

Extent of warranty: replacement of faulty goods or at the company's discretion refund of original purchase price if replacement of equal or greater value is not available. Proof of purchase required. The purchaser is only responsible for return shipping / postage costs to Opti-fish. All defective parts replaced under this warranty will become the property of Opti-fish. Any replacement parts will be warranted for the remainder of the warranty

period. This warranty does not cover cosmetic faults such as scratches or associated marks caused by normal use of the product. The warranty is also void if the manufacturer's instructions have not been followed or if the product has been subject to misuse or any modifications. The seller shall not be liable for 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 for their unsuitability for any purpose.

8. Returns

After receiving an order the customer has seven days to return any unwanted, damaged or faulty products. Prior to dispatching these goods, the customer must email the company to notify them, as goods dispatched to the company without prior notification will be returned to the customer at their cost. All unwanted goods must be returned in original new condition, unused, complete and with all original packaging, and any free or promotional items that originally accompanied them. All goods being returned remain the risk of the customer until received by the company and should be adequately packed and insured and sent by secure mail, requiring a signature on receipt. Proof of posting will not be accepted as proof of receipt. On receiving the returned goods and providing they are in perfect condition, the company will arrange a refund via cheque within thirty days. Where an item or items are returned as unwanted, not required or wrongly ordered by the purchaser, and said item or items constitute part or all of an original order which exceeded any free delivery threshold applicable at the time of purchase, the company's normal delivery charges will be applied, and deducted from the customer's refund. A written explanation should accompany all goods returned as damaged or faulty. The customer will be expected to pay the postage cost of all returned goods, and in the event of damaged or faulty items any refund of this amount will be at the sole discretion of the company.

9. Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed £1,000 and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

10. Defects after Delivery and Liability

It is understood by the buyer that the seller's liability in respect of defective or otherwise unmerchantable goods shall not at any time extend beyond the actual price paid for such goods. The seller shall not be liable for 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 for their unsuitability for any purpose. Any goods whatsoever purchased by the seller to supply the buyer for whom the above clause applies, liability is effectively the manufacturer's of the goods and not the seller.

11. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

12. Trademarks

All trademarks and logos that appear on this site are the property of their respective owners.

13. General

The contract shall be governed and construed by the law of England.