

Terms and Conditions (German)

Payments:

- We accept payments in any one of the following ways:
 - Bank Transfer into our Euro account here in the UK
 - Card Payment (most well known cards) using Worldpay
 - Card Payment over the phone should you so choose.
- Due to the high incidence of card fraud Vertex-QIS Ltd reserves the right to accept or reject purchases paid for by card.
- Vertex-QIS Ltd employ a strict privacy policy **where no records at all** are kept by Vertex-QIS Ltd regarding our client's card purchase details.
- We are "Payment Card Industry Data Security Standard (PCI DSS)" compliant and undergo their regular reviews and scrutiny to ensure that your card details are kept secure when buying through our site or over the phone.
- The prices quoted are applicable to Germany and exclude Mehrwertsteuer (USt) and "Post / Courier and packaging".
- If you are USt registered and provide your valid USt number we will not charge you USt.
- If not we will have to charge USt at the going rate currently 20.0%
- Goods will only be dispatched once payment has been received and cleared
- Goods will only be sent to the card registered billing address unless we can satisfy ourselves that another delivery address is acceptable.

QIS reserves the right to withhold orders if we are not satisfied with information submitted or there are inconsistencies in the information.

Delivery:

1. **Delivery Methods:**

- **Air mail:** We can send small parcels (up to 1.8 Kg by Royal Mail **Air Mail** postal service. (See note below about cover for loss) This could take anywhere between 2 and 5 days but will keep the cost down.
- **Courier.** We currently use TNT and this should be overnight in many cases to Germany but not much more than 2 days for outlying areas.

2. **Delivery Lead Times:**

- Any delivery lead times are quoted in good faith, but are only estimates and Vertex-QIS Ltd cannot be held responsible if these are not met. We do however always endeavour to offer exceptional service at all times, including our deliveries.

3. **Delivery/Post warranty:** Goods sent by Air Mail are not covered for loss in the post and if they go missing will not be replaced free of charge. We keep a picture of the box and proof of posting. Goods sent by Courier (TNT) (up to value of Euro 300.00) are covered if lost, as long as there is no proof of delivery signature available and will be replaced after due investigation and tracing through the respective carrier. For goods whose value exceeds this can have enhanced cover at a cost of 0.5% of the declared value with a minimum charge of Euro 11.00 per parcel. Please ask about this when ordering.

4. **Delivery, Risk and Ownership:** Any goods purchased from Vertex-QIS Ltd remain the property of Vertex-QIS Ltd until full payment has been made and the goods have been dispatched. Thereafter responsibility and ownership become that of the purchaser.

Warranty

5. **Warranty :** Vertex-QIS Ltd offer a 2 year warranty on our temperature controller products. This covers workmanship and material of our controller (s) but excludes any consequential loss or damage that may result from the use of our product. Solid State Relays are semiconductor devices that can be damaged in one half cycle and are therefore not covered by our warranty.
6. **Warranty claims:** will be evaluated at the sole discretion of Vertex-QIS Ltd and on inspection, if the goods are deemed to be faulty under warranty will be either replaced or repaired by Vertex-QIS Ltd free of charge.
7. **Repairs:** Vertex-QIS Ltd operate a "board exchange" policy and if repairs are necessary they will be done on a material and labour cost as we do not profit from the after sales service of our products.

Cancellation Policy

8. **Cancellation policy (Goods Ex Stock).** Any order placed and paid for may be cancelled by fax or e-mail prior to it's despatch. An order is deemed to be cancelled only when Vertex-QIS Ltd have responded in similar fashion by fax or e-mail accepting the cancellation request.
9. **Cancellation policy (Special orders and Goods not ex stock)** Any order for goods not normally ex stock that has been placed and paid for may be cancelled by fax or e-mail prior to it's processing. An order is deemed to be cancelled only when Vertex-QIS Ltd have responded in similar fashion by fax or e-mail accepting the cancellation request.
10. **Refund policy (Large orders or special option units):** Any goods ordered that are not ex stock, in response to specific orders placed by customers, for large quantities or product with non standard options etc that may be sourced from our factory and supplied to the customer "as a special order" will be on a "non return basis" under any circumstances and will be paid for in full by the customer before the order can be processed.
11. **Refund policy (All other orders):** Because of the nature of the goods we sell that can be damaged or electrically stressed simply by installing / connecting incorrectly Vertex-QIS Ltd do not usually accept returns for refund. We will however entertain under special circumstances returns when done by prior agreement with Vertex-QIS Ltd in writing (Fax or e-mail). Vertex-QIS Ltd reserve the right to charge a "goods return" charge of up to 30 % of the initial purchase price. Goods will only be considered when returned in their original packaging and have not been installed and are in "as good as new" condition. Refunds will only be considered thereafter once the goods have been checked and tested by Vertex-QIS Ltd. All costs for returning these goods will be for the account of the customer.

General

12. **Fit for purpose:** The onus is on the purchaser to establish that what they are ordering is what they want and will suit their application.
13. **Application / Engineering advice:** Any application or engineering advice offered by Vertex-QIS Ltd is merely that, simple guidelines. Vertex-QIS Ltd maintain full indemnity against responsibility or prosecution for all or any mishap that may occur in using these guidelines, correctly or incorrectly. The onus is still on the user to ensure that all electrical or other engineering regulations / guidelines applicable together with health and safety regulations and guidelines are adhered to and it is our advise, that in the event that you are not confident in the installation or using of our equipment, you leave it alone and call a qualified electrician or engineer to assist.

14. **Legal Jurisdiction:** All business conducted with Vertex-QIS Ltd shall be considered a contract made in England and shall be governed in all respects by the law of the United Kingdom and the parties agree to submit to the non-exclusive jurisdiction of the English Courts, in this case the nearest court or small claims court to our office in Broughton.
15. **Conditions of sale:** By placing an order and making payment the purchaser agrees to these Vertex-QIS Ltd Terms and Conditions unless otherwise mutually agreed in writing.
16. **Force Majure:** Vertex-QIS Ltd shall not be liable in any way for failing to execute or deliver an order or service if the said delay or delivery is caused by circumstances or events outside our reasonable control.