

Terms and conditions

AGA Føroyar Sp/f valid from January 1st, 2019

§ 1 Overall objective

These agreement- and delivery terms cover all deliveries and quotations, unless another written agreement is stated between the parties.

§ 2 Quotations

For a quotation to be valid it must be accepted within 30 days at the latest.

§ 3 Prices

3.1 The presented prices are, if nothing else is agreed upon, without tax and other fees.

AGA Føroyar has the right to demand the customer to pay for any increase in tax and fees if these are clearly included in the price.

3.2 Presented prices are fixed when delivery is on agreed time as stated in the quotation/ order confirmation

3.3 AGA Føroyar reserves the right to update prices and discounts with a 14-day warning if nothing else is stated.

§ 4. Gas cylinder etc.

4.1 It is the customer's responsibility to make sure that all gas cylinders, containers and other vessels are returned to its owner AGA Føroyar in same condition as when delivered to the customer.

If all items are not returned, it is the customer's responsibility to refund AGA Føroyar the cost price for the same container/vessel.

Such containers/vessel are continuously the property of AGA Føroyar and neither the customer, its estate nor creditors can acquire these

4.2 The customer is responsible for storing and using the containers/vessels legally correctly and in a secure manner, and to make sure that insurances cover responsibility, fire, explosion, theft and vandalism of AGA Føroyar's property.

4.3 Gas cylinders are let to customers for rent. Further specifications are set by AGA Føroyar.

4.4 Complaints about statements or calculations regarding rent, must be made immediately, or within 20 days the latest after receiving the invoice.

4.5 The customer must accept that representatives for AGA Føroyar, if considered necessary, at any time can examine the storage- and production premises to count gas cylinders etc.

§ 5 Terms of payment

5.1 The terms of payment are 20 days from the invoice date.

5.2 If payment is late, penalty fees will apply. This will be fixed by AGA Føroyar and stated on the invoice.

§ 6 AGA Føroyar' responsibility

6.1 When complaints regarding purchases from AGA Føroyar are in due time within 1 year of purchase/delivery, AGA Føroyar can either fix the error or replace the item.

AGA Føroyar has no responsibility if the purchased goods have not been stored in a proper way, handled incorrectly or not used as prescribed by AGA Føroyar. Any claim for damages will then be rejected.

§ 6 Responsibility for delays

6.2 In the event a delivery has been substantially delayed, the customer can cancel the order.

If AGA Føroyar and the customer have agreed upon a gradual delivery, the customer can only cancel the delayed parts of the order, that should have been delivered already.

The customer must inform AGA Føroyar about quantity and preferred time of delivery in good time. Especially if there is an increase in consumption compared to normal. AGA Føroyar must be informed if the customer wants increased delivery for a shorter or longer period of time.

Apart from what is written here, the customer has no other authorization due to any possible delays.

6.3 Force majeure

In case an on-time delivery is being held up by circumstances that AGA Føroyar has no influence on, such as strike, IT disturbance or transportation problems, AGA Føroyar has the right to postpone the delivery or cancel the order. The customer must be informed of this at first chance.

6.4 Product liability

6.4.1 AGA Føroyar is to be held responsible by current Faroese legislation regarding product liability in that sense the legislation invariable holds AGA Føroyar responsible for such damages and therefore AGA Føroyar's responsibility cannot be limited by law.

6.4.2 AGA Føroyar's product liability is limited to 5 million DKK

6.4.3 In cases where damage is done by AGA Føroyar corresponding to what is mentioned above, and the damage is also partly caused by the customer, the responsibility is shared by the two parties. Liability is shared according to damage responsibility

6.4.4 In case AGA Føroyar is obliged to pay for damages by a third party, it is the customers responsibility to keep AGA Føroyar clear of responsibility that exceeds its liability according to above mentioned.

6.5 General limitation of liability

Even due to incautiousness AGA Føroyar's liability cannot include financial loss, loss of time or other indirect loss or collateral damage of any kind even if the responsibility is based on regular compensation rules or other basis.

This limitation does also apply for AGA Føroyar's product liability in case this is not put aside or being limited by indisputable Faroese legislation regarding product liability

§ 7 AGA Føroyar's Intangible right

7.1 The customer must respect AGA Føroyar's right to patent, brands, distinctive features of the shop, patterns, know-how and other intangible rights.

Furthermore, the customer must never conceal, take away or modify brands on Aga Føroyar's products.

§ 8 Dispute

8.1 Any disputes between the parties must be brought before The Faroese Court

