



## **TERMS AND CONDITIONS**

The placing of an order expresses acceptance of our terms of business. The following conditions apply to and are deemed to be incorporated in all contracts for sale and supply of OPG Ltd. services and materials. They specifically exclude any terms and conditions proffered by the client. No variation to these Terms and Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and OPG.

## **QUOTATIONS**

Unless otherwise stated a quotation is open for acceptance for a period not exceeding 30 days from the date of quotation. Thereafter the price may be subject to alteration.

## **DELAY**

Orders are completed as quickly as possible by OPG Ltd. and with as much care and attention as possible. In the unlikely event of a delay beyond the control of OPG Ltd., OPG Ltd. shall not be liable for any damage and the Client does not have the right to cancel all or part of his order.

## **LIABILITY**

In no event shall OPG Ltd. liability under the Contract exceed the price payable by the Customer to OPG Ltd. for the Goods and Services supplied. OPG Ltd. shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of OPG Ltd. obligations due to any cause beyond OPG Ltd. control. OPG Ltd will accept no liability for any consequential loss or damage from their failing to meet customers deadline how so ever caused unless the customer stated time is of the essence of the contract and evidenced in writing and accepted by the company in writing. Should OPG Ltd. accept liability, or be held liable, then their limit of damages will be no greater than the value of the contract.

## **VALUE ADDED TAX**

Tax additional unless otherwise stated.

## **CARRIAGE**

Carriage will be charged at our prevailing rate dependent on service level required, size and weight.

## **CLAIMS**

Any goods rejected as not complying for any reason with the order placed must be rejected in writing within 7 days of receipt by the Client and accompanied by the endorsed consignment note. In the case of complaint all goods must either be inspected by an authorised agent of OPG Ltd. or returned to OPG Ltd. before any claim can be considered.

### **DESPATCH**

Where goods are damaged or lost in the custody of a carrier, OPG Ltd. will, at its discretion, either replace such goods or refund to the Client the cost or price of the same. In no circumstances shall OPG Ltd. liability exceed the cost of replacement of the same or the price paid by the client for the same. OPG Ltd. must be notified immediately if delivery is not effected within 3 days of receipt of invoice.

### **RESERVED OWNERSHIP**

OPG Ltd. retains title to the goods until they are paid for. OPG Ltd. may enter the Clients premises and recover the goods which are its property by virtue of this clause.

### **PAYMENT TERMS**

Unless terms are otherwise stated, payment for the goods shall be made within 30 days of the date upon which the goods are invoiced by OPG Ltd. OPG Ltd. shall have the right to claim and be paid interest at the rate of 4% per annum above the Base Rate for the time being of Royal Bank of Scotland calculated on a day-to-day basis on all outstanding sums due to OPG Ltd. and unpaid beyond the due date. OPG reserves the right to suspend performance of any of its obligations under any Contract while a Customer's account remains overdue for payment.

### **TOOLS AND ORINATION MATTER**

Any tools or origination matter produced or acquired by OPG Ltd. specifically for any goods ordered by the Client notwithstanding any charges made for them (whether or not such tools or origination matter are accepted by the Client), shall remain the property and in the possession of OPG Ltd.. If for a period of 12 months no orders are received for goods to be made with such equipment or origination matter, OPG Ltd. has the option to dispose thereof as it desires without liability to the client.

### **DESIGN COPYRIGHT**

The copyright in any design produced by OPG Ltd. (whether or not such design is accepted by the Client) shall belong to OPG Ltd. and the client shall not without licence in writing from OPG Ltd. make or cause or licence to be made any copies of such design.

### **LAW**

If any provision of the Contract is held by any competent authority invalid or unenforceable in whole or in part the validity of the provisions of the other provisions of the Contract and the remainder of the provision in question shall not be affected. Unless otherwise agreed in writing, the Contract shall be construed and interpreted in accordance with the laws of Scotland.

OPG Limited  
Registered in Scotland  
SC176412