

OPG 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 the sale and supply of OPG's services and materials. They specifically exclude any terms and conditions proffered by the Client.

QUOTATIONS

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

DELAY

Orders are completed as quickly as possible by OPG and with as much care and attention as possible.

In the unlikely event of a delay, OPG shall not be liable for any loss or consequential damage arising from a delay in delivering all or part of any goods ordered or in the provision of any services.

ORDER CANCELLATION

With reasonable cause orders may be cancelled by the Client. Any request to cancel an order must be in writing and with our written agreement. Upon cancellation of an order the Client will be immediately liable to pay OPG any and all costs or expenses incurred by us in the performance or past performance of the order, such costs and expenses to be determined solely by OPG.

TAX

Tax additional unless otherwise stated.

CARRIAGE

Carriage will be charged at the prevailing rate.

CLAIMS

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

DISPATCH

Where goods are damaged or lost in the custody of a carrier OPG will, at its sole option, either replace such goods or refund to the Client the cost or price of the same, but in no circumstances shall OPG's liability exceed the cost of replacement of the same or the price paid by the client for the same.

OPG must be notified immediately if delivery is not effected within 3 days of receipt of invoice.

RESERVED OWNERSHIP

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

PAYMENT TERMS

If you do NOT have an agreed Credit Account with OPG. payment is required with order, either by Cheque or bank transfer.

For Clients with Credit Accounts payment for the goods shall be made within 30 days of the date upon which the goods are invoiced by OPG unless terms are otherwise agreed. OPG shall have the right to claim and be paid interest at the rate of 2% per month for each full month, beyond the due date, all outstanding sums due to OPG are unpaid. In addition OPG shall have the right to add on a reasonable sum to the outstanding balance to cover the costs of collection.

TOOLS AND ORIGINATION MATTER

Any tools or origination matter produced or acquired by OPG specifically for any goods ordered by the Client notwithstanding any changes 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. If for a period of one year no orders are received for goods to be made with such equipment or origination matter, OPG has the option to dispose thereof as it desires without liability to the Client.

DESIGN COPYRIGHT

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