

Optical Hardware Ltd

Terms and Conditions of Trading

In these terms and conditions the expression "the Company" means Optical Hardware Ltd and all its subsidiaries and trading titles

GENERAL. Unless expressly agreed in writing all goods are sold subject to the following conditions to the exclusion of any conditions of the Purchaser and no agent or representative of the Company has any authority to vary or omit these conditions or any of them.

1. **PRICES.** Both quoted and printed prices are subject to alteration without notice. The right is reserved to invoice goods at prices current at the date of dispatch. All prices are subject to Value Added Tax at the appropriate tax point. The Company's price list does not constitute an offer and no contract shall come into being unless and until the Company communicates its acceptance of the Customer's order
2. **QUOTATIONS AND INVOICES.** Quotations are subject to confirmation and the right is reserved to amend any order and/or quotations or invoices.
3. **DELIVERY.** Whilst every effort is made to maintain delivery dates, failure to deliver at the time stated will not be sufficient cause for cancellation nor shall it constitute a breach of contract and no liability for loss or damage, including consequential loss and loss of a bargain, can be accepted in case of non-delivery or delay to delivery. In the absence of express instructions from the Customer to the contrary, the Company reserves the right to deliver any order by instalments. Each instalment shall be deemed to be a separate contract, and shall be invoiced accordingly. No default in respect of any one instalment shall affect or prejudice due performance of the contract as regards any other instalments. Deliveries offered ex stock are subject to the goods being unsold at the date of processing customers' orders. Normal stock lines may be temporarily out of stock and will be marked on the delivery note/invoice as to follow.
4. **DAMAGE, SHORTAGE AND ERRORS.** No responsibility is taken for breakages, shortages or errors unless the delivery document is endorsed accordingly and we are notified within three days of receipt. In the absence of such notification the customer shall be deemed to have accepted the goods. In the event of non-delivery the carrier and the Company must be notified in writing within fourteen days of the date of the invoice. Proof of delivery on request will be subject to a charge of £3.00 per consignment. Proof of delivery is only available within three months following the date of dispatch.
5. **NEW ACCOUNTS.** Until a credit account is established, all business is on a cash sale basis unless otherwise agreed. Credit facilities are subject to receipt of a minimum of two satisfactory trade references and a bank reference.
6. **CREDIT AND PAYMENT.**
 - 1) Accounts are to be settled on the date due shown on the invoice. Accounts outstanding after 30 days following the date due will be subject interest as allowed by law.
 - 2) Upon Receipt of an Application for Credit, we will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.
 - 3) Unless otherwise agreed, credit facilities are granted on the condition that if payment for any invoice is not made in full by the due date, credit facilities may be withdrawn. Customers are not entitled to withhold payment or make deductions from invoices which are not in dispute. Unless notification of a dispute is received within 30 days of invoice date the invoice will be deemed to be correct and payable as per our standard terms and conditions. Omission of a customer purchase order number is not admissible as the sole reason for withholding payment of an invoice.
 - 4) The Company reserves the right to recover from the customer any costs incurred directly or indirectly in connection with an overdue account.
 - 5) The Company reserves the right to withdraw credit facilities without the notice in the event of no trading transaction extending over six months.
7. **SURCHARGE.** The Company reserves the right to charge on orders of value less than £150 a small order surcharge of £7, irrespective of whether goods are delivered or collected. Orders dispatched on customer's instructions, other than by our own accepted delivery service, will be charged at the rate appropriate to the service requested.
8. **RETURNS.** GOODS SUPPLIED CORRECTLY AS ORDERED CANNOT BE RETURNED FOR CREDIT. Request for return for any other reasons must have our written consent. **DO NOT DISPATCH GOODS UNTIL YOU HAVE OUR CONFIRMATION THAT WE ARE PREPARED TO ACCEPT THEM BACK FOR CREDIT.** In the event of accepting the goods back for credit, it may be necessary to make a service charge of 10%. All returned goods will only be accepted carriage paid. We accept no responsibility in any way to goods while in transit to us. The acceptance of any return of goods is not an admission of any defect in or damage to the goods.
9. **TITLE AND RISK**
 - a) Property of goods shall remain with the Company until unconditional payment for (i) all the goods constituting the contract to which such goods relate and (ii) all other goods the subject of any other contract between the Company and the customer which at the time of payment of the full price of all the goods under the former contract, have been delivered to the customer but not paid in full has been made in full.
 - b) Until such unconditional payment the customer shall
 - I. Keep such goods in its capacity as bailee for the Company and
 - II. Store the goods separately and clearly identify the goods so that they can be clearly recognised as the property of the Company and
 - III. Be obliged to deliver the goods to the Company at any time should the Company so require.
 - c) The customer shall be entitled to sell and deliver such goods in the ordinary course of its business as principal to a third party provided that so long as the Customer has not fully and unconditionally discharged all payments due to the Company referred to in sub clause (i) above relating to such goods shall in its fiduciary capacity as agent for the Company hold all proceed of sale in respect of such goods on trust for the Company and in a separate account.
 - d) The customer hereby assigns to the Company all rights and claims which the customer may have against a third party arising from sales to its own customers referred to in sub clause c) above until unconditional payment has been made to the Company in full in accordance with sub clause a) above.
 - e) If before title in goods has passed to the customer the customer enters into liquidation or suffers a Receiver to be appointed the Company may give notice to the customer terminating the order, whereupon the customer shall at its own expense redeliver such goods to the Company. In such cases the Company may with or without previous notice take possession of the goods and is in such circumstances irrevocably authorised by the customer to enter the premises on which the goods are situated by its employees or agents, together with such vehicles as are necessary and remove the same at the customer's expense. Notwithstanding the provisions of this clause risk in all goods supplied shall pass to the customer on delivery whereupon the customer shall be liable for the insurance of such goods.
10. **WARRANTY.**
 - a) Save as provided hereinafter or by a written guarantee or warranty which may accompany goods all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise (insofar as they may lawfully be excluded) are hereby excluded and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any breach of contract defects or deficiencies of any sort in the goods supplied by the Company and whether such defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.
 - b) The Company does not exclude its liability for death or personal injury and accepts liability for any breach on the part of the Company of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by Section 12 of the Sale of Goods Act 1979. This clause shall not deprive a customer dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.
11. **LIMITATION OF LIABILITY.**
 - a) Without prejudice to sub clause b) and c) of clause 10 above the amount of any damages recoverable by the customer from the Company for breach of contract or negligence or other tortious act shall be limited to the invoice price of all goods.
 - b) The Company cannot accept any liability for any losses or consequences which arise from any products, services or internal processes proving not to be Year 2000 date compliant (as defined by the definition of Year 2000 Conformity produced by the British Standards Institution - known as DISC PD2000 - 1).
12. **INABILITY TO SUPPLY.**
 - a) Without prejudice to any other condition hereof should the supply or dispatch of the whole or any part of the goods contracted for be interrupted, prevented or hindered by any cause or causes whatsoever beyond the Company's control the Company shall be entitled to postpone or suspend any delivery or deliveries under the contract until (in the Company's judgement) any such cause has ceased to operate. The Company shall be under no liability whatsoever in respect of such postponement or suspension.
 - b) Without limiting the generality of the cause or causes referred to above the same shall include war, fire, accident, breakdown of plant or machinery, industrial action, disputes (including strikes and lockouts) unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials or any other circumstances (of whatsoever nature and not limited to the foregoing) which directly or indirectly interrupt or hinder the due performance of the contract.
13. **WAIVER.** Any concessions or latitude which the Company may make or allow to the purchaser at any time shall not prejudice any subsequent exercise of our legal rights, whether or not such concession or latitude shall have been relied upon or otherwise acted upon by the purchaser and whether or not the purchaser received prior notice terminating such arrangements or reducing or cancelling any additional time for payment granted by the Company.
14. **GOVERNING LAW.** Statutory rights are not affected Any contract made between the Company and the customer shall in all respects be governed by and construed in accordance with English law and the parties hereto submit to jurisdiction of the English Courts. If at any time, any one or more of these Terms and Conditions (or any paragraph, or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted herefrom and the validity and/or enforceability of the remaining Terms and Conditions shall not in any way be affected or impaired. These Terms and Conditions of Trading supercede all previous Terms and Conditions issued.