

Terms & Conditions of Sale

1. Definitions and Interpretation

1.1. In these Terms and Conditions ("Terms"), unless the context otherwise requires:

"Company", "we", "us", or "our" refers to OPG Ltd, a company incorporated and registered in Scotland, Registered Number SC176412

"Client", "you", or "your" means the person, firm, company, or other legal entity purchasing Goods and/or Services from the Company.

"Goods" shall mean all printed products, materials, or other deliverables supplied by the Company to the Client pursuant to a Contract.

"Services" shall include any design, print, installation, or other professional services provided by the Company.

"Contract" shall mean the legally binding agreement between the Company and the Client for the supply of Goods and/or Services, incorporating these Terms in full.

"Force Majeure Event" means an event, circumstance, or cause beyond a party's reasonable control.

1.2. Clause headings shall not affect the interpretation of these Terms. Words in the singular shall include the plural and vice versa.

2. Basis of Contract

2.1. These Terms apply to all orders, contracts, and transactions between the Client and the Company.

2.2. No variation or amendment to these Terms shall be binding unless agreed in writing and signed by a duly authorised representative of the Company.

2.3. The Client acknowledges that it has not relied on any statement, promise, or representation made by or on behalf of the Company that is not expressly set out in the Contract.

3. Quotations and Order Acceptance

3.1. All quotations provided by the Company shall remain valid for a period of 30 (thirty) days from the date of issue, unless otherwise stated or agreed.

3.2. A binding Contract shall only be formed upon the Company's written acceptance of the Client's order or commencement of work, whichever is earlier.

3.3. The Company reserves the right to withdraw or revise any quotation prior to acceptance and shall be under no obligation to supply the Goods or Services until such acceptance has been issued and accepted.

OPG Ltd. Milton Industrial Estate Lesmahagow, ML11 0JN

Web: www.weareopg.com **Tel:** 01555 895 233

4. Prices and Payment Terms

4.1. All prices quoted are exclusive of VAT and any other applicable taxes or duties, which shall be payable in addition at the prevailing rate.

4.2. Unless otherwise agreed in writing:

- (a) payment for all Goods and/or Services shall be due in full and in cleared funds within thirty (30) calendar days of the date of the Company's invoice for approved credit accounts; or
- (b) payment shall be required in advance of production for all non-credit account Clients.

4.3. Time for payment shall be of the essence.

4.4. Without prejudice to any other rights or remedies, the Company reserves the right to charge interest and compensation on overdue sums pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, at the rate of 8% per annum above the Bank of England base rate, accruing daily until full payment is made."

4.5. The Client shall not be entitled to withhold, deduct, or set off any amounts due under the Contract without the prior written agreement of the Company.

5. Delivery and Performance

5.1. Any dates provided for delivery or performance are approximate only and the Company shall not be liable for any delay, however caused. Time shall not be of the essence.

5.2. Delivery shall be deemed to have taken place upon the Goods being delivered to the delivery location specified by the Client, or collected by the Client or its representative.

5.3. The Company may deliver the Goods in instalments and invoice separately for each instalment.

5.4. The Client shall inspect all Goods immediately upon receipt and shall notify the Company in writing of any defects, damage, or shortfall within 48 hours. Failure to do so shall constitute conclusive evidence of acceptance.

6. Risk and Title

6.1. Risk in the Goods shall pass to the Client upon delivery.

6.2. Legal and beneficial title to the Goods or Services shall not pass to the Client until the Company has received payment in full (in cleared funds) for those Goods or Services and any other Good or Services previously supplied.

6.3. Until such time as title passes, the Client shall:

- (a) hold the Goods as fiduciary bailee and keep them in satisfactory condition;
- (b) keep the Goods in safe storage and not transfer for attempt to sell the Goods
- (c) permit the Company to enter the premises to recover Goods if payment becomes overdue or the Client becomes insolvent.

7. Specifications, Proofs, and Artwork

7.1. The Client is solely responsible for ensuring the accuracy of all specifications, designs, proofs, or files supplied to the Company.

7.2. The Company shall not be responsible for any errors in proofs approved by the Client, whether in writing or electronically.

7.3. Where proofs are provided, the Client shall provide written approval before production. Any delay in approval shall extend the delivery timeline accordingly.

7.4. Any modifications requested by the Client following approval may incur additional costs and impact delivery schedules.



8. Intellectual Property Rights

8.1. All intellectual property rights in any designs, artwork, or materials created by the Company shall remain vested in the Company unless expressly assigned in writing.

8.2. The Client warrants that it owns or has the necessary permissions to use all materials supplied to the Company and shall fully indemnify the Company against any third-party claims, costs, or liabilities arising from alleged infringement.

8.3. The Company reserves the right to retain copies of work produced for record-keeping and promotional purposes, unless otherwise agreed in writing.

9. Cancellation and Returns

9.1. The Client may not cancel any Contract once accepted by the Company without the Company's prior written consent.

9.2. Custom-made or printed Goods are exempt from cancellation or return under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9.3. Goods alleged to be defective must be reported to the Company within 7 days of delivery and returned only with the Company's written authorisation.

9.4. The Company's liability shall be limited, at its discretion, to repair, replacement, or refund of defective Goods.

10. Limitation of Liability

10.1. Nothing in these Terms shall limit or exclude the Company's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter for which it would be unlawful to exclude or limit liability.

10.2. Subject to clause 10.1, the Company shall under no circumstances be liable to the Client for:

- (a) any loss of profits, business, revenue, or goodwill;
- (b) any indirect or consequential loss or damage.

10.3. The Company's total liability in respect of all other losses shall not exceed the total amount paid by the Client for the Goods or Services under the relevant Contract.

11. Force Majeure

11.1. The Company shall not be liable for any failure or delay in performing its obligations where such failure results from a Force Majeure Event.

11.2. In the event that a Force Majeure Event continues for more than 30 days, either party may terminate the Contract upon written notice.



12. Termination

12.1. The Company may terminate the Contract with immediate effect if the Client:

- (a) commits a material breach of these Terms;
- (b) fails to pay any amount due under the Contract;
- (c) becomes insolvent or subject to insolvency proceedings.

12.2. Termination shall not affect any rights, remedies, or liabilities accrued at the date of termination.

13. Governing Law and Jurisdiction

13.1. These Terms and the Contract shall be governed by and construed in accordance with the laws of Scotland.

13.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

14. Miscellaneous

14.1. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

14.2. A waiver of any right or remedy shall only be effective if in writing and shall not constitute a waiver of any subsequent breach.

14.3. These Terms constitute the entire agreement between the parties and supersede any previous agreements or understandings.

