



**OPT Services Ltd.**  
19/21 Betts Avenue  
Martlesham Heath  
Ipswich  
IP5 3RH

## **Terms and Conditions of Sale**

### **1.0 Introduction**

- 1.1 These Terms and Conditions shall govern the sale and purchase of products through our web-site.
- 1.2 You warrant and represent to us that you contract with us under these Terms and Conditions exclusively in the course of a business and not as a consumer.

### **2.0 Interpretation**

In these Terms and Conditions:

"we" means OPT Services Ltd. and

"you" means our customer or prospective customer,

and "us", "our" and "your" should be construed accordingly.

### **3.0 Order process**

- 3.1 The advertising of products on our web-site constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in these Terms and Conditions.
- 3.3 To enter into a contract through our web-site to purchase products from us, you must add the products you wish to purchase to your shopping cart and then proceed to the checkout and confirm your order. At this stage you will have the opportunity to make changes to your order following which you will be transferred to our payment provider's web-site. Our payment provider will process your payment and provide us with your details and order requirements. When we have confirmed the availability of the product you have ordered we will send you an order confirmation, by email, and at which stage your order will become a binding contract. If the product you have ordered is currently unavailable, then we will advise you, by email, that we are unable to satisfy your order and you will be given the opportunity to cancel your order. In that event, we will arrange a refund of part or all of your payment, as appropriate. If we advise you that the product you have ordered will become available at some later date, then you will be given the opportunity to either cancel your order or leave your order open awaiting the later availability of the product.

### **4.0 Products**

Cable preparation tools and cable installation equipment are available on our web-site. We may periodically change the products available on our web-site and we do not undertake to continue to supply any particular product or type of product.

### **5.0 Prices**

- 5.1 Our prices are quoted on our web-site.
- 5.2 We may from time to time change the prices quoted on our web-site, but this will not affect contracts that have previously come into force.
- 5.3 All amounts stated on our web-site are stated exclusive of VAT.
- 5.4 It is possible that prices on the web-site may be incorrectly quoted; accordingly, we will verify prices as part of our order processing procedure and, if necessary, the correct price will be notified to you before the contract comes into force.
- 5.5 In addition to the price of the products, you will have to pay a delivery charge and which will be added to your order at checkout. The delivery charge is for delivery to a delivery address within the UK mainland. You must contact us for delivery charges to a delivery address outside the UK mainland.

### **6.0 Payments**

- 6.1 You must pay the prices of the products you order and the delivery charge during the checkout process. If the delivery address is outside the UK mainland, your order will be processed but an additional charge will be levied and which will be advised to you when you contact us.
- 6.2 Payments may be made by any of the methods permitted by our payment provider.

### **7.0 Deliveries**

- 7.1 Our policies and procedures relating to the delivery of products are set out in this Clause 7.0.
- 7.2 We will arrange for the products you purchase to be delivered to the delivery address which you specify during the checkout process or, in the case of a delivery address outside the UK mainland, to the address agreed with us.
- 7.3 We will use reasonable endeavors to deliver your products within 7 days following the date of the order confirmation, as notified by us, but we do not guarantee delivery by this date.

### **8.0 Risk and ownership**

- 8.1 The products you purchase from us will be at your risk from the time of delivery.
- 8.2 Ownership of a product that you purchase from us will pass to you upon delivery of the product.

### **9.0 Warranties and representations**

You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these Terms and Conditions;

- (b) all the information that you provide to us in connection with your order is true, accurate, complete and non misleading; and
  - (c) you will be able to take delivery of the products in accordance with these Terms and Conditions
- 9.2 We warrant to you that:
- (a) we have the right to sell the products that you buy;
  - (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these Terms and Conditions;
  - (c) you shall enjoy quiet possession of the products you buy, except as specified in these Terms and Conditions;
  - (d) the products you buy will correspond to any description published on our web-site; and
  - (e) the products you buy will be of satisfactory quality.
- 9.3 All of our warranties and representations relating to the supply of products are set out in these Terms and Conditions. To the maximum extent permitted by applicable law and subject to Clause 11.1, all other warranties and representations are expressly excluded.

#### **10.0 Breach of product warranty**

- 10.1 If you believe that products you have purchased from us breach any of the warranties set out in Clause 9.2 you must contact us to discuss the issue and, if agreed by us, arrangements for the return of the products.
- 10.2 If products you purchase from us do not conform to the warranties set out in Clause 9.2, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.
- 10.3 If you return a product in contravention of these Terms and Conditions, and you do not have any other legal right to a refund or exchange in respect of that product:
- (a) we will not refund the purchase price nor exchange the product;
  - (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
  - (c) we may destroy or otherwise dispose of the returned product at our sole discretion without any liability to you if we do not receive payment of such additional amount within 14 days of issuing a request for payment

#### **11.0 Limitations and exclusions of liability**

- 11.1 Nothing in these Terms and Conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
  - (c) limit any liabilities in any way that is not permitted under applicable law; or
  - (d) exclude any liabilities that may not be excluded under applicable law.
- 11.2 The limitations and exclusions of liability set out in this Clause 11.0 and elsewhere in these Terms and Conditions:
- (a) are subject to Clause 11.1; and
  - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 11.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 11.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 11.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 11.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 11.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the web-site or these Terms and Conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 11.8 Our aggregate liability to you in respect of any contract to purchase products from us under these Terms and Conditions shall not exceed the total amount paid and payable to us under the contract.

#### **12.0 Order cancellation**

- 12.1 We may cancel a contract under these Terms and Conditions, in whole or in part, by written notice to you if we are prevented from fulfilling that contract, in whole or in part, by any event beyond our reasonable control, including without limitation, any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.
- 12.2 If a contract under these Terms and Conditions is so cancelled, in whole or in part, we will cease to have any obligation to deliver products which are undelivered at the date of cancellation.

#### **13.0 Scope**

- 13.1 These Terms and Conditions shall not constitute or effect any assignment or licence of any intellectual property rights.
- 13.2 These Terms and Conditions shall not govern the licensing of works (including software) comprised or stored in products.
- 13.3 These Terms and Conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

#### **14.0 Variation**

- 14.1 We may revise these Terms and Conditions from time to time by publishing a new version on our web-site.
- 14.2 A revision of these Terms and Conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

**15.0 Assignment**

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms and Conditions.
- 15.2 You may not, without our prior written consent, assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms and Conditions.

**16.0 No waivers**

- 16.1 No breach of any provision of a contract under these Terms and Conditions will be waived except with the express written consent of the party not in breach.
- 16.2 No waiver of any breach of any provision of a contract under these Terms and Conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

**17.0 Severability**

- 17.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 17.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**18.0 Third party rights**

- 18.1 A contract under these Terms and Conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 18.2 The exercise of the parties' rights under a contract under these Terms and Conditions is not subject to the consent of any third party.

**19.0 Entire agreement**

Subject to Clause 11.1, these Terms and Conditions shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

**20.0 Law and jurisdiction**

- 20.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 20.2 Any disputes relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England.

**21.0 Statutory and regulatory disclosures**

- 21.1 We will not file a copy of these Terms and Conditions specifically in relation to each user or customer and, if we update these Terms and Conditions, the version to which you originally agreed will no longer be available on our web-site. We recommend that you consider saving a copy of these Terms and Conditions for future reference.
- 21.2 These Terms and Conditions are available in the English language only.
- 21.3 Our VAT number is GB 665808402.

**22.0 Our details**

- 22.1 This web-site is owned and operated by OPT Services Ltd.
- 22.2 We are registered in England under registration number 03143312, and our registered office is at 19/21 Betts Avenue Martlesham Heath, Ipswich, IP5 3RH.
- 22.3 Our principal place of business is at 19/21 Betts Avenue Martlesham Heath, Ipswich, IP5 3RH
- 22.4 You can contact us:
- (a) by post, using the postal address given above; or
  - (b) by telephone, on the contact number published on our web-site; or
  - (c) by email, using the email address published on our web-site.