

Terms and Conditions

1. Definitions

1. In these Terms & Conditions the following words shall have the following meanings:
 - “The Seller” means Opal Health, a division of Opal Contracts UK Ltd
 - “The Buyer” means the person or organisation who is purchasing the goods, materials or services.
 - “The Goods” means the articles to be supplied to the buyer by the seller

2. General

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Price

1. The price shall be the Recommended Retail Price less any agreed discount, unless otherwise agreed in writing between the parties.
2. The price quoted is subject to change without notice. Any increase or reduction to the cost on the Quotation caused by a genuine error or omission or for any reason beyond the control of the Seller, shall be accepted by the Buyer.
3. All prices are exclusive of Value Added Tax or any other applicable costs.
4. Any work carried out by the Seller at the request of the Buyer which is not included in the original Quotation, shall be paid for separately and not as an inclusive figure unless otherwise agreed in writing by the Seller.

4. Payment

1. Credit terms may be offered subject to satisfactory credit vetting of the buyer by the seller. The offer of credit will be at the sole discretion of the seller.
2. Where credit is offered, payment terms are 30 days from the date of invoice unless otherwise agreed in writing.

3. In cases where credit is not offered, payment will be required before release of the goods by the seller.
4. The seller reserves the right to request payment in advance of delivery at any time.
5. The seller shall be entitled to claim statutory interest at 8.5% per annum on overdue invoices from the date when the payment becomes due until the date of payment, in line with the Late Payment of Commercial Debts

5. Delivery

1. It is the seller's responsibility to arrange all deliveries unless otherwise agreed in writing.
2. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible, to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery
3. If the Buyer is unwilling or unable to accept the delivery on the date when it falls due, the Seller shall nevertheless have the right, in addition to any other rights granted by these Conditions, to make an additional delivery charge.

6. Description

1. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description.
2. All particulars, illustrations, descriptions, specifications and drawings contained in the seller's brochures, catalogues, price lists and other advertising matter are intended merely to present an idea of the goods and/or services described therein. The seller shall not be liable for any variation of goods and/or services from those specified in such advertising matter.
3. Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

7. Product Codes

1. Full products codes should be quoted on all orders; the use of incorrect product codes may result in the wrong product being despatched

8. Return of Goods

1. Any returns must be authorised by a representative of the seller before any credit will be given.
2. Returns will only be accepted on unused goods.
3. Where the Seller agrees to accept the return of goods that are not damaged, the buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way.
4. The Seller will only accept returns that appear in the Sellers current Publication List.
5. Goods ordered in error by the buyer will also incur a restocking fee of 10%.
6. Credits for returned goods will only be given for goods that are in a saleable condition.

9. Limit of Liability

1. The Seller shall not be liable for delays in delivery or non-delivery of any Product resulting from any cause beyond its control including, without limitation, an act of God, fire, flood, strike, lockout, factory shutdown or alteration, act of civil or military authority, priority request, order of any national or local government or any department, agency or representative thereof, insurrection, riot, war, embargo, transportation shortage or delay, weather accident, wreckage or inability to obtain labour, materials or piece goods from their respective usual sources.

10. Property and Risk

1. The risk for insurance and other purposes in the goods shall pass to the Buyer upon receipt of the goods.
2. Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

11. Liability for defective goods and or services

1. Without prejudice to the Buyer's statutory rights. If any goods, or services supplied by the Seller under this Contract are found to be defective due to faulty materials supplied by the Seller and/or workmanship of the Seller, written notice of any claim for damages or other compensation must be made in writing to the Seller within 7 days of receipt of the goods or completion of the usage as the case may be.
2. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 7 days of signed receipt to enable replacement or refund.

12. Legal Construction

1. Every Contract to which these Conditions of Sale apply shall be construed and operate in accordance with English Law. If any part of these Conditions is held by any Court or Tribunal to be unenforceable or void, this shall not affect the remainder of the Contract, which shall continue in full force and effect.