

© OPL Limited ◆ Unit 3 ◆Trojan Business Centre ◆ Cobbold Road ◆ London ◆ NW10 9ST ◆ Telephone 0845 077 65 65 Facsimile 0845 077 65 66 email sales@opl-ltd.co.uk ◆ Registered In England No. 1519682 ◆ VAT No. 346 4934 33 ◆

TERMS & CONDITIONS

Company: Refers to The OPL Group / OPL Limited / OLS Limited / OPC Solutions Limited.

Conditions: These Conditions of Supply.

Contract: Any Contract between the Company and the Customer for the supply of Services, incorporating these Conditions.

Customer: Any person, firm, Company, or other organisation who is the addressee of the Company's quotation or acceptance of order. This includes parent or subsidiary companies, successors-in-title, and entities arising from mergers, amalgamations, re-organisations, or acquisitions of the Customer.

- 1. Delivery is to front of premises only unless agreed otherwise in writing. Please check goods before signing delivery note. Not noting defects on delivery note and not informing Company in writing within 3 days of any issues will be taken as acceptance of the goods in satisfactory condition.
- 2. A 25% cancellation charge of the order value will be levied on incorrectly ordered / Customer cancelled orders. 100% cancellation charge applicable on special orders. Order must be delivered and accepted within 14 days from date available (unless agreed in writing) or will be deemed to be Customer cancelled order and applicable charges applied. All pro forma orders must be settled within 7 working days from signing or may be deemed Customer cancelled order and applicable charges applied.
- 3. We only accept business credit/debit cards subject to 1.5% transaction charge automatically calculated and added on payment screen. Refunds will be exclusive of non-refundable transaction charges incurred.
- 4. Deposits are non-refundable and contingent on balance being paid in full prior to delivery/agreed date in writing. If balance not paid by due date, deposit will be forfeited, and goods cancelled.
- 5. VAT at prevailing rate will be charged on goods supplied within the UK.
- 6. Customers must verify that proposed service/equipment meets their needs, as the Company does not guarantee suitability or condition. Except as expressly stated, all warranties and conditions, whether implied by law or otherwise, are excluded, unless such exclusion is prohibited by law. Customer to ensure all supplies sufficient to meet requirements of proposed equipment.
- Hard water above 150ppm prevents laundry chemicals/ozone activating to potential and resulting scale within machine causes component damage (chargeable repair). We recommend water softener implemented and quotation available upon request.
- 8. For warranty validation, commissioning and notification of installation address required. Rental equipment must be commissioned by The OPL Group to ensure compliant installation before it becomes operational.
- 9. Quotations exclude installation and valid for 30 days from offer. Installation available subject to quotation inc. commissioning.
- 10. Customers advised to have laundry equipment installed professionally via authorised agents. The Company will not be responsible for install errors by others. Install carried out by others that requires commissioning by this Company charged at prevailing rate.
- 11. Standard installation estimates assume supplies are correct within one metre, no access restrictions/stairs, floors suitable and services compliant to industry standards including gas and ventilation.
- 12. If equipment is ready for delivery but cannot be received by the Customer, they must provide suitable storage. Failure to do so allows The OPL Group to charge for any storage accordingly.
- 13. The OPL Group is not liable for delays, incorrect supplies, or access issues due to site conditions or third-party contractors hired by the Customer. Additional charges apply for return visits caused by these issues. The OPL Group may also charge for repairs if the installation is incorrect or below their standards.
- 14. The OPL Group is not responsible for any delivery delays or incorrect deliveries of equipment by manufacturers and will not bear any associated costs incurred by the customer due to these delays.
- 15. Customer responsible for arranging specialist moving equipment or specific handling. The OPL Group offer quotation upon request.
- 16. The OPL Group offers comprehensive installation support, including site visits, product data sheets, and relevant information. CAD drawings, M&E requests, additional visits, and consultations with third-party contractors are available for a fee, which can be offset against the related order.
- 17. The OPL Group is not liable for any consequential losses due to machine breakdowns.
- 18. Fault reports must include detailed description and equipment's Asset ID. Charges will apply for failed access or cancellations not made in timely manner, especially if technician is enroute.
- 19. The OPL Group reserves the right to repair / replace any part / sub-assembly at their discretion.
- 20. Extended warranties, when taken, supersede manufacturer's warranty and administered by The OPL Group, with call-out response Service Level Agreement (SLA) within 3 working days. Warranty's geographic scope is as defined by The OPL Group and valid during normal operating hours. Customer is responsible for ensuring access. Services falling outside the extended warranty scope or outside normal operating hours are available at The OPL Group's prevailing rates.
- 21. Extended warranty includes breakdowns inc. callouts, parts, labour, and travel throughout agreement. From Year 3 onwards, parts such as bearings, trunnions, drain valves, motors, motor controllers, and PCBs (unless stated otherwise) are excluded and will be chargeable, along with labour required for any repairs involving these parts. Labour only package includes callouts, labour, and travel, with P&P being chargeable. Commissioning and notification of installation address are required for warranty validation.



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- 22. Warranty starts from delivery date. It excludes, but not limited to, issues from: supply-related problems (drainage, external plumbing, gas/steam hoses), fire, water, frost, electrical supply variations, accidental/malicious damage, vandalism, misuse, neglect, lack of cleaning, de-fluffing, de-scaling, using non-Company accessories, unauthorised repairs, modifications, consumables, wear and tear items (like lint screens, filters, belts, gaskets, seals), lack of routine maintenance, and use for unsuitable applications.
- 23. Manufacturer's warranty: Customer must deal directly with manufacturer for under warranty issues.
- 24. Equipment requiring de-fluffing due to site neglect will be charged. Rectifying faults caused will be undertaken on chargeable basis.
- 25. The OPL Group reserves the right to terminate agreement if machine deemed beyond economical repair based on repair cost and machine's age/condition. Customers may use remaining balance of prepaid premiums towards replacement options.
- 26. Drainage airbreak must exist between appliance and drain as required in installation instructions and/or relevant legislation.
- 27. The Company can cancel this Contract (without prejudice to their other rights and remedies) should the Customer refuse / fail to accept delivery of goods or becomes insolvent.
- 28. The Company shall not be liable for any failure or delay in performing any of its obligations under this Contract if such failure or delay is due to any act of God, riots and commotion, fire, industrial dispute or any such like circumstances beyond its control.
- 29. Chemical Customers receive product data sheets and COSHH guidelines upon delivery. Also available for free download from Company's website. It is Customer's responsibility to familiarise themselves with this and make accessible to their staff/operators.
- 30. Dosing pumps supplied and installed free of charge, under strict condition that only The Company's chemical products are used for duration of agreement. These pumps, provided on loan, remain property of The Company and must be protected from damage and not tampered with. Calibration settings should only be carried out by The Company or their authorised representatives.
- 31. Brightwash Chemicals orders exceeding £400 + VAT eligible for free 2–3 day delivery. Next-day service available to be quoted depending on time order received. Orders under £400 + VAT delivery costs quoted separately. Non-Brightwash products subject to applicable lead times and delivery charges.
- 32. The Customer shall provide all information, co-operation, support, and access to such facilities and resources as required to enable the Company to carry out its obligations.
- 33. The Customer acknowledges it has not relied on any statement, promise, or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 34. Each order or acceptance of a quotation for Services by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Services subject to these Conditions.
- 35. Descriptive materials, specifications, and advertising by the Company, along with descriptions and illustrations on Company's website or brochures, are intended only to provide approximate idea of services and do not form part of the Contract. Typographical, clerical, or other accidental errors or omissions in sales literature, quotations, price lists, acceptances of offer, invoices, or other documents issued by the Company are subject to correction, without any liability on the Company's part.
- 36. Customer must not, without prior written consent from the Company, solicit, entice, employ, or engage anyone who has been an employee, consultant, or subcontractor of the Company in provision of Services. This applies from date of Contract until 24 months after last supply of Services or Contract's termination. If the Company consents, Customer must pay fee equal to 100% of current annual remuneration of the Company's employee, consultant, or subcontractor.
- 37. Neither the Company nor Customer intends for any part of the Contract to be enforceable by anyone not a party to it, as per the Contracts (Rights of Third Parties) Act 1999. If any condition is deemed invalid or unenforceable, this does not affect validity of remaining conditions. The Contract is governed exclusively by these Conditions, overriding any other terms the Customer may propose in any order, specification, or document. It represents the entire agreement between the parties on its subject matter, superseding all prior agreements and understandings.
- 38. The Customer cannot vary, alter, or defer any order except with the Company's written consent and under terms requiring the Customer to fully indemnify the Company against all losses (including lost profit), costs (including labour and materials), damages, charges, and expenses incurred due to such changes or delays.
- 39. The Customer cannot cancel an order except with the Company's written consent and under terms specified by the Company.

 These Conditions of Sale and any disputes or litigation arising from them will be interpreted and governed by English Law.
- 40. For quality control purposes, calls made to / from the Company are digitally recorded in line with GDPR regulations.