



**OPENGATE**  
DISTRIBUTIONS GROUP

# **Terms and Conditions for the Supply of Goods and Services**

**JANUARY 2025**

## **Terms and Conditions for the Supply of Goods and Services**

These Terms and Conditions ("Conditions") govern the sale and supply of goods and services ("Goods and Services") by OpenGate Distributions Group Ltd ("Supplier") to customers ("Customer"). By placing an order with the Supplier, the Customer agrees to these Conditions in full.

### **1. Definitions and Interpretation**

1.1. In these Conditions, the following definitions apply:

- "Contract": The agreement between the Supplier and the Customer for the supply of Goods and Services.
- "Goods": Products offered by the Supplier for sale.
- "Services": Services provided by the Supplier, including installation and support services.
- "Order": A request by the Customer to purchase Goods and/or Services from the Supplier.
- "Business Day": Any day other than a Saturday, Sunday, or public holiday in the UK.

1.2. Any reference to legislation shall be construed as a reference to that legislation as amended, reenacted, or extended.

### **2. Basis of the Contract**

2.1. The Customer's Order constitutes an offer to purchase Goods and/or Services under these Conditions. The Supplier reserves the right to accept or reject the Order.

2.2. Any description of the Goods and Services provided by the Supplier is for illustrative purposes only and shall not form part of the Contract.

2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate.

### **3. Goods and Services**

3.1. The Goods are described on the Supplier's website or catalogues.

3.2. The Services will be provided with reasonable care and skill, as specified in the Customer's Order.

3.3. The Supplier reserves the right to modify the Goods or Services to comply with applicable laws or safety requirements.

#### **4. Orders and Delivery**

- 4.1. Orders must be placed in writing or electronically. Verbal orders are accepted at the Supplier's discretion.
- 4.2. Delivery times provided are estimates and are not guaranteed. Time shall not be of the essence for delivery.
- 4.3. Risk in the Goods passes to the Customer upon delivery. Title to the Goods remains with the Supplier until full payment is received.

#### **5. Pricing and Payment Terms**

- 5.1. The price of the Goods and Services will be as stated in the Supplier's quotation or as agreed in writing.
- 5.2. The Customer shall pay invoices in full within 30 days of the invoice date, unless otherwise agreed.
- 5.3. Late payments will incur interest at 4% above the Bank of England base rate, compounded daily.

#### **6. Returns and Liability**

- 6.1. The Customer must inspect the Goods upon delivery and notify the Supplier of any defects within 2 Business Days.
- 6.2. The Supplier's liability is limited to the repair or replacement of defective Goods or a refund of the purchase price.
- 6.3. The Supplier shall not be liable for indirect or consequential losses arising from the supply of Goods or Services.

#### **7. Confidentiality**

- 7.1. Both parties agree to keep confidential all information relating to the Contract and not disclose it to third parties without prior consent.

#### **8. Data Protection**

- 8.1. The Supplier processes personal data in accordance with its Privacy Policy, available on the Supplier's website.
- 8.2. The Customer agrees to comply with all applicable data protection laws.

## **9. Anti-Bribery and Export Control**

9.1. The Customer agrees to comply with all applicable anti-bribery and export control laws and regulations.

## **10. Force Majeure**

10.1. The Supplier shall not be liable for any failure to perform its obligations due to circumstances beyond its reasonable control.

## **11. Governing Law and Jurisdiction**

11.1. These Conditions and the Contract are governed by the laws of Scotland. Any disputes shall be subject to the exclusive jurisdiction of the Scottish courts.