



Building Value
Into Building Products®

Supplier Terms and Conditions

These Supplier Terms and Conditions (“Terms”) apply to all goods and services provided to ODL Europe Ltd (“ODL”) by the supplier (“Supplier”). By accepting an order or otherwise engaging in business with ODL, the Supplier agrees to be bound by these Terms.

1. General Provisions

- 1.1. These Terms apply to all purchase orders, agreements, and transactions between ODL and the Supplier unless expressly modified or waived in writing by ODL.
- 1.2. Any conflicting or additional terms provided by the Supplier are hereby rejected unless expressly accepted in writing by ODL.

2. Orders

- 2.1. All orders issued by ODL must be confirmed in writing by the Supplier.
- 2.2. Changes to orders, including quantity, specifications, or delivery dates, require written approval from ODL.
- 2.3. Acceptance of an order constitutes acceptance of these Terms in full.

3. Pricing and Payment

- 3.1. The agreed pricing is fixed unless otherwise stated in the purchase order or agreed in writing.
- 3.2. Payment terms are 60 days from the end of the month of the invoice date, unless otherwise agreed in writing from ODL.
- 3.3. Invoices must include the purchase order number, description of goods/services, quantities, and pricing. Non-compliant invoices may result in payment delays.
- 3.4. ODL reserves the right to offset payments due to the Supplier against any amounts owed by the Supplier to ODL.

4. Delivery and Risk

- 4.1. Delivery must be made on the date, at the time, and to the location specified in the purchase order.
- 4.2. The Supplier bears all risks associated with the goods until delivery and acceptance by ODL.
- 4.3. Late delivery may result in penalties or cancellation of the order at ODL’s discretion.
- 4.4. All goods must be packaged to ensure safe transit and in compliance with applicable regulations.
- 4.5. Title to goods passes to ODL upon delivery and acceptance.

5. Quality and Inspection

- 5.1. All goods and services must conform to the agreed specifications, standards, and applicable laws.
- 5.2. ODL reserves the right to inspect goods or services before or after delivery.
- 5.3. Goods or services found to be defective or non-compliant may be rejected, and ODL may request a refund, replacement, or repair at the Supplier’s expense.
- 5.4. The Supplier must maintain appropriate quality assurance systems and provide evidence of compliance upon request.

6. Warranties

- 6.1. The Supplier warrants that all goods are of merchantable quality, fit for purpose, and free from defects in material and workmanship.
- 6.2. The Supplier warrants that all services are performed with reasonable skill, care, and diligence.
- 6.3. These warranties are in addition to any statutory or implied warranties.

7. Compliance with Laws

- 7.1. The Supplier must comply with all applicable laws, regulations, and industry standards, including but not limited to health and safety, environmental, and anti-bribery laws.
- 7.2. The Supplier must provide all relevant safety data sheets (SDS) and documentation as required by law or requested by ODL.

8. Confidentiality

- 8.1. Any non-public information disclosed by ODL to the Supplier must be kept confidential and used solely for fulfilling orders or agreements.
- 8.2. This obligation of confidentiality survives the termination of the relationship between ODL and the Supplier.



Building Value
Into Building Products®

Supplier Terms and Conditions

9. Indemnification

- 9.1. The Supplier agrees to indemnify and hold ODL harmless against any claims, damages, or losses arising from:
- Defective or non-compliant goods or services.
 - Breach of these Terms.
 - Violations of laws or regulations by the Supplier.

10. Termination

- 10.1. ODL reserves the right to terminate any order or agreement with immediate effect if the Supplier:
- Breaches these Terms.
 - Becomes insolvent or enters bankruptcy.
- 10.2. Termination does not affect ODL's rights to claim damages or other remedies.

11. Force Majeure

- 11.1. Neither party is liable for failure to perform due to events beyond their reasonable control, such as natural disasters, strikes, or governmental actions.
- 11.2. The affected party must notify the other party promptly and take reasonable steps to mitigate the impact of the force majeure event.

12. Governing Law and Jurisdiction

- 12.1. These Terms are governed by the laws of England and Wales.
- 12.2. Any disputes arising under these Terms are subject to the exclusive jurisdiction of the courts of England and Wales.

13. Miscellaneous

- 13.1. Any amendments to these Terms must be made in writing and signed by both parties.
- 13.2. Failure to enforce any provision of these Terms does not constitute a waiver of that provision.
- 13.3. If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions remain in full force and effect.

14. ODL Europe Ltd. Zero Tolerance Policy

- 14.1. At ODL Europe Ltd., we are committed to maintaining a professional and respectful environment for all. We have a zero-tolerance policy for sexual harassment, victimisation, or any form of discriminatory behaviour. If you experience or witness inappropriate conduct, please report it to us immediately.