



Building Value  
Into Building Products®

## Supplier Terms and Conditions of Supply

### 1. Definitions

**“Supplier”:** Refers to ODL Europe Ltd.

**“Customer”:** The individual or company purchasing goods or services from the Supplier.

**“Goods”:** Products supplied by ODL Europe Ltd, including but not limited to composite doors and glazing cassettes.

**“Contract”:** The agreement between the Supplier and Customer for the supply of Goods.

### 2. Orders

- 2.1 All orders are subject to acceptance by ODL Europe Ltd and are confirmed via email or written acknowledgment.
- 2.2 The Customer is responsible for ensuring the accuracy of order details, including pricing, specifications and measurements.

### 3. Payment Terms

- 3.1 Payment terms will be as stated on the invoice.
- 3.2 Goods remain the property of ODL Europe Ltd until full payment is received.

### 4. Delivery

- 4.1 Delivery dates are estimates and may vary due to unforeseen circumstances.
- 4.2 Risk in the Goods transfers to the Customer upon delivery.

### 5. Returns and Cancellations

- 5.1 Customised Goods cannot be cancelled or refunded unless there is a proven defect.
- 5.2 Customers must inspect Goods upon delivery and report any issues within 7 business days.

### 6. Warranties

- 6.1 ODL Europe Ltd warrants that all Goods will conform to the agreed specifications.
- 6.2 Warranty claims must comply with the Supplier's warranty policy, provided separately.

### 7. Liability

- 7.1 ODL Europe Ltd is not liable for indirect or consequential losses resulting from delays or defects.

### 8. Force Majeure

- 8.1 ODL Europe Ltd is not liable for delays or failures caused by events outside its reasonable control, including but not limited to natural disasters, strikes, or transportation disruptions.

### 9. Termination

- 9.1 Either party may terminate the Contract immediately by providing written notice to the other party if:
  - (a) The other party materially breaches any term of the Contract and fails to remedy such breach within 30 days of receiving written notice requiring it to do so.
  - (b) The other party becomes insolvent, enters into liquidation, or has a receiver or administrator appointed over its assets.
  - (c) Compliance with the Contract is prevented by an event of force majeure lasting more than 60 days.
- 9.2 Termination of the Contract shall not affect any accrued rights or liabilities of either party as of the date of termination.
- 9.3 Upon termination, the Customer shall immediately pay all outstanding invoices for Goods delivered or services provided before termination.

### 10. Entire Agreement

- 10.1 These Terms and Conditions, together with any order acknowledgements and invoices, constitute the entire agreement between the Supplier and the Customer concerning the supply of Goods.
- 10.2 The Contract supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations, and understandings between the parties, whether written or oral, relating to its subject matter.
- 10.3 Each party acknowledges that it has not relied on any representation, warranty, or promise not expressly set out in the Contract.
- 10.4 Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

### 11. Governing Law

- 11.1 These terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of English courts.

### 12. ODL Europe Ltd. Zero Tolerance Policy

- 12.1 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.

**ODL Europe Ltd.**

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For more information  
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