Terms and Conditions of Trading



These terms and conditions are current as at 19th September 2011 and supercede all earlier versions.

Contract

All contracts made by Opus Studio (the Company) are subject to these terms and conditions of trading, to the exclusion of terms contained in any other document issued by the Company.

Prices

Prices in our published price lists are quoted in pounds $(\pounds's)$ sterling and are exclusive of VAT and carriage. VAT will be added at the rate applicable on the date of invoice. Goods will normally be despatched by overnight courier unless otherwise instructed. Small or lightweight items may be despatched by post.

Carriage will be charged at cost for all destinations.

Delivery Dates

Dates of delivery are estimates only and shall not impose any contractual obligations on the Company. Orders are only accepted on this basis. We will of course do our best to deliver by a specified date, but cannot accept responsibility if we, or our carriers, fail to do so.

Terms

Orders are accepted at the prices and terms ruling on the date of order entry. The Company reserves the right to review and change prices, products, and finishes at any time, and without notice.

Passing of Title and Payment Terms

All customers will initially be dealt with on a proforma basis. Credit accounts may subsequently be applied for and will be granted at the Company's discretion.

All account invoices must be paid in full by the due date which is marked on the invoice. Ownership of the goods will remain with the Company until full payment has been received. If any of the goods are re-sold before full payment is received, the Company's right to ownership shall pass to the proceeds of such sale. Notwithstanding the above however, the risk of damage to, or loss of, any such goods, shall pass immediately to the Customer upon delivery.

Should our account fail to be paid according to these terms we reserve the right to charge interest on the amount outstanding at a rate of **2.50**% above the current base lending rate, per month, from the date of invoice until full payment is received. In the event of dishonoured cheques we reserve the right to pass on any bank charges incurred.

Where the customer is in breach of the terms of the credit account facility the Company may at it's own option terminate the account facility, suspend further deliveries until full payment is received, or instigate such legal proceedings as are deemed appropriate to recover the outstanding amounts.

Claims and Returns

Claims for damages or delivery shortages must be received by the Company within 48 hours of receipt of the goods by the Customer.

Any requests to return goods must be agreed in advance and a valid return authorisation number obtained from the Company. We do not normally accept for return any items which have been specifically made for the customer or are the subject of bespoke finishes or treatments.