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OpticalProgrammer.com Ltd, registered number 13470035

TERMS AND CONDITIONS OF SALE

December 2022

General

In these conditions, “we” and “us” refers OpticalProgrammer.com Ltd. In placing an order with us, you agree to be bound by the terms and conditions stated herein. The provisions set forth herein are for the sole benefit of the parties hereto, and confer no rights benefits or claims upon any person or entity not a party hereto.

Availability and Pricing

Specifications, availability, and pricing are subject to change without notice unless otherwise specified in writing. Orders are not binding upon us until accepted by us, and until any specified initial payments are received. Prices listed are in British Pounds (GBP). We reserve the right to refuse service, terminate accounts, or cancel orders at our sole discretion.

Payment terms

Payment is due 30 days from the invoice date unless otherwise stated on the invoice (Net30). Payment options are shown on invoices. Other options may be available, on agreement with us. Title to all goods or services is retained by us until full and final payment is received.

International Orders

Export orders are accepted on the basis of payment in advance unless agreed otherwise by us. For custom designs, we may require an initial payment, that is, a proportion of the balance in advance of manufacture.

Prices are quoted FCA our company office in Stoke-on-Trent, UK in accordance with Incoterms 2010 and do not include insurance, freight, brokerage, duty or taxes, unless otherwise stated.

In placing an order with us, you agree to comply with all applicable export laws, restrictions and regulations of the United Kingdom or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any United Kingdom or foreign law or regulation. You warrant that you are not prohibited by law from purchasing the products or services hereunder. You shall be responsible to obtain any license to export, re-export or import as may be required.

Cancellation

In the event of you cancelling an order, we reserve the right to invoice you for a reasonable proportion of the total order value that was originally quoted.

If we cancel an order we will refund the payment within 5 days of cancellation.

If we fail to ship an off-the-shelf (non-custom) item within 7 days of payment, we will refund the payment within 5 days of the estimated shipment date.

Return and refund policy

Off-the-shelf (non-custom) products may be returned within 60 days of purchase for a full refund of the purchase price minus any shipping, taxes and duties we have paid. Unless agreed, you will be responsible for return shipping to us.

Warranty

Our products are covered by a 12-month warranty; this covers parts and labour based on the goods being returned to our address, below.

Privacy Policy

We may ask you to provide us with certain personal data including (but not limited to) your name, email address, phone number and mailing address. We will not share that data with any other company or individual without your permission. We will keep your data safe and we will use your data only in the context of our business relationship with you.

Intellectual Property

For "off the shelf" goods, we retain all intellectual property rights associated with the design and manufacture of any goods or equipment supplied under this agreement, excluding any logos or proprietary data supplied by you to us.

For custom designs, the assignment of intellectual property rights is agreed in the quotation. If unspecified, we maintain ownership. In the event of our cessation of business activities, all data relating to your projects will be supplied to you and you will henceforth acquire full intellectual property rights with no charge.

Liability

We will not be liable for any loss or damage to any goods or equipment on loan to us. We specifically disclaim any and all warranties, either express or implied, with regards to any licensed products. No warranty will apply if products supplied hereunder are in any way altered or modified after delivery. In no event shall we be liable for any damages, including but not limited to loss of profits, revenues, business, goodwill, data, injury, interruption of business, nor for incidental or consequential loss or fitness of purpose damages related to this agreement.

If we provide you with advice, training, applications support, or other assistance which concern any products supplied hereunder, or any equipment, system or the like in which the product may be installed, our giving of such advice or assistance will not subject us to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.