

# OTL

DISCOUNT RANGE SOLUTIONS

**SPRING**  
**SUPPLEMENT**

**2018**

# SUMMER OF FUN

New Summer Toys  
and much much more...

Use this **Supplement**  
alongside your 2018 **Brochure**



01977 512244



[www.otltd.co.uk](http://www.otltd.co.uk)



Account Manager



**T:** 01977-512-244  
**E:** [sales@otltd.co.uk](mailto:sales@otltd.co.uk)



# DISCOUNT RANGE SOLUTIONS **SHOWROOM**

ARRANGE YOUR VISIT TODAY!

- ✓ Retail Focussed Layout
- ✓ Shelf Ready Boxes
- ✓ Clip Strip & FSDU Solutions
- ✓ Mixed & Category Bays
- ✓ £1 Lines & Multiprice
- ✓ Food & Non-Food
- ✓ Promotional Deals



## ★ NEW PRODUCTS ★

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## NEW CODES & CONFIGURATIONS FOR EXISTING PRODUCTS

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Available Pricemarked

Available on a Clip Strip

Available in a SRP

Description and line detail

335678	x24			SRP	
45779540TL	x12	PMP	CLIP		
347890	x23				WIGIG
345634BK	x29				
5055257822801					

New Product

Vegetarian or Vegan Safe

Mixed Case (e.g. Fragrances, Colours & Flavours)

Available SKUs

Product attributes

Unit Barcode

# USING THIS BROCHURE



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NEW

# NEW LINES





TM

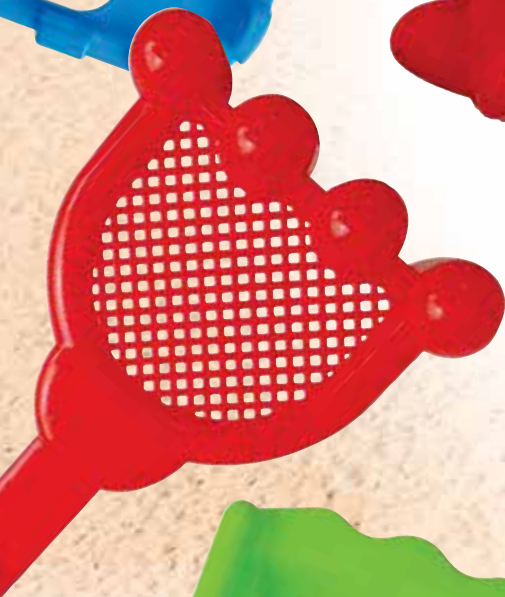


**Red  
Deer  
Toys**



**SUMMER  
OF FUN**

**9  
pc**



**Includes:**  
Spade, Rake,  
Watering Can,  
Assorted  
Cutters, Sieve  
and Bucket

**MULTIPRICE**

**MIX Beach Bucket with Accessories**

Code: 317341 | NOP: 8 | Mix: Red, Yellow

Unit Barcode: 5056175903979 | VAT: 20%





NEW

SUMMER  
OF FUN



**MULTIPRICE**

**Giant Flying Disk**

Code: 317339 | NOP: 24

Unit Barcode: 5056175903955 | VAT: 20%





# SUMMER OF FUN



Great fun for the  
garden, park or beach!  
Includes two catchers and balls

## MULTIPRICE

Giant Click 'n' Catch

Code: 317340 | NOP: 8

Unit Barcode: 5056175903962 | VAT: 20%





NEW



Pump  
action  
water gun  
with large  
tank for  
awesome  
battles!

**MULTIPRICE**

**MIX Large Water Gun**

Code: 317343 | NOP: 12 | Mix: Red, Blue

Unit Barcode: 5056175903993 | VAT: 20%





TM

NEW



SUMMER  
OF  
FUN

Includes:  
2x Shuttlecocks  
2x Rackets

**MULTIPRICE**

**Badminton Set**

Code: 317342 | NOP: 8

Unit Barcode: 5056175903986 | VAT: 20%







NEW

**CHALK  
BOMBS**

**6  
BOMBS**

OVER **200**  
THROWS  
EACH

THROW THEM AND WATCH THE COLOURFUL CHALK EXPLODE!

EACH BOMB  
INCLUDES  
COLOURED  
CHALK!

**MULTIPRICE**

**Chalk Bombs 6pk**

Code: 317335 | NOP: 8

Unit Barcode: 5056175903887 | VAT: 20%







**Multi  
Bubble  
Wand**

**SUMMER  
OF  
FUN**



**MULTIPRICE  
Bubble Set 5pk**

Code: 317344 | NOP: 12

Unit Barcode: 5056175904006 | VAT: 20%





NEW

Lights  
Up When  
Fired!



SUMMER  
OF FUN

Includes:  
Two bubble tubs

**MULTIPRICE**  
**Bubble Shooter**

Code: 317345 | NOP: 12

Unit Barcode: 5056175904013 | VAT: 20%



TM



## Goal Posts & Inflatable Ball



65x45cm Goal  
(Approx)

**MULTIPRICE**

**Fantastic Football Set**

Code: 317347 | NOP: 12

Unit Barcode: 5056175904044 | VAT: 20%





NEW



Just pump  
up the water  
pressure and  
then release to  
fill the balloons!

**MULTIPRICE**

**Water Balloon Pump with 500 Balloons**

Code: 317346 | NOP: 8

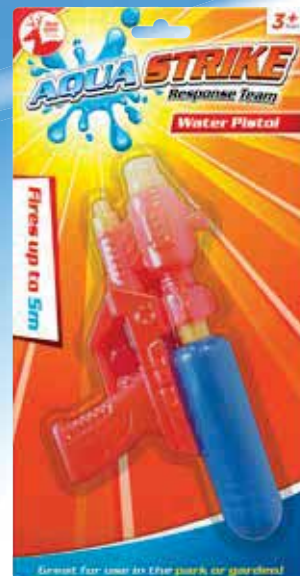
Unit Barcode: 5056175904020 | VAT: 20%



TM



**Red  
Deer  
Toys**



### Water Pistol

Code: 316453 | NOP: 24

Unit Barcode: 5055566990062 | VAT: 20%



# SUMMER OF FUN



### MIX Bucket Spade & Rake

Code: 316459 | NOP: 24 | Mix: Blue, Pink.

Unit Barcode: 5055566990123 | VAT: 20%



### Golf Set With 3 Balls

Code: 316454 | NOP: 24

Unit Barcode: 5055566990079 | VAT: 20%







### Water Bombs 100pk

Code: 315268 | NOP: 12

Unit Barcode: 5055566972129 | VAT: 20%



### Gliders 3pk

Code: 316461 | NOP: 24

Unit Barcode: 5055566990147 | VAT: 20%



### MIX Giant Bubbles Bottle 946ml

Code: 316457 | NOP: 12 | Mix: Orange, Blue, Pink, Yellow.

Unit Barcode: 5055566990109 | VAT: 20%



### MIX Bubble Swords 2x133ml

Code: 316458 | NOP: 12 | Mix: Orange/Blue, Pink/Yellow.

Unit Barcode: 5055566990116 | VAT: 20%



# ReadyView<sup>TM</sup>

## SUNGLASSES



Each pair of sunglasses comes with a PVC hanger for easy display in store



**Tortoiseshell Sunglasses**

Code: 317379 | NOP: 24

Unit Barcode: 5056175904860 | VAT: 20%



**Black Pilot Sunglasses**

Code: 317376 | NOP: 24

Unit Barcode: 5056175904839 | VAT: 20%



**MIX Oversized Sunglasses**

Code: 317375 | NOP: 24 | Mix: Brown, Black

Unit Barcode: 5056175904822 | VAT: 20%





NEW

Available in a variety of styles,  
our sunglasses block all harmful  
UV rays whilst keeping you  
looking stylish this summer!

UV 400  
PROTECTION



**Square Sunglasses**

Code: 317378 | NOP: 24

Unit Barcode: 5056175904853 | VAT: 20%



**MULTIPRICE Sports Sunglasses**

Code: 317377 | NOP: 24

Unit Barcode: 5056175904846 | VAT: 20%



**MIX Kids Sports Sunglasses**

Code: 317380 | NOP: 24 | Mix: Blue, Pink

Unit Barcode: 5056175904877 | VAT: 20%



**MIX Kids Round Sunglasses**

Code: 317381 | NOP: 24 | Mix: Red, Black

Unit Barcode: 5056175904884 | VAT: 20%



Available  
in a mix of  
colours to suit  
all types of  
uniform



**MIX Childrens Hair Accessory Set 20pk**  
Code: 317290 | NOP: 24 | Mix: Red, Green, Blue  
Unit Barcode: 5056175903023 | VAT: 20%



**MIX Hair Bobbles 20pk**  
Code: 317289 | NOP: 24 | Mix: Cream, Brown, Black  
Unit Barcode: 5056175903016 | VAT: 20%



**Childrens Hair Bobbles 26pk**  
Code: 317295 | NOP: 24  
Unit Barcode: 5056175903078 | VAT: 20%





## Assorted hair accessories for both adult and younger shoppers



### **MIX** Assorted Hair Bands 70pk

Code: 317291 | NOP: 24 | Mix: Bright Colours, Black/Brown/Blue  
Unit Barcode: 5056175903030 | VAT: 20%



### **MIX** Metal Free Hair Bands 50pk

Code: 317294 | NOP: 24 | Mix: Brown, Black  
Unit Barcode: 5056175903061 | VAT: 20%



### **MIX** Coil Hair Bands 8pk

Code: 317288 | NOP: 24 | Mix: Clear, Brown, Black  
Unit Barcode: 5056175903009 | VAT: 20%





# ASSORTED PLASTERS

Fantastic selection and quality  
in a co-ordinated range.



### Extra Tough Plasters 16pk

Code: 309819 | NOP: 24

Unit Barcode: 5055257879874 | VAT: 20%



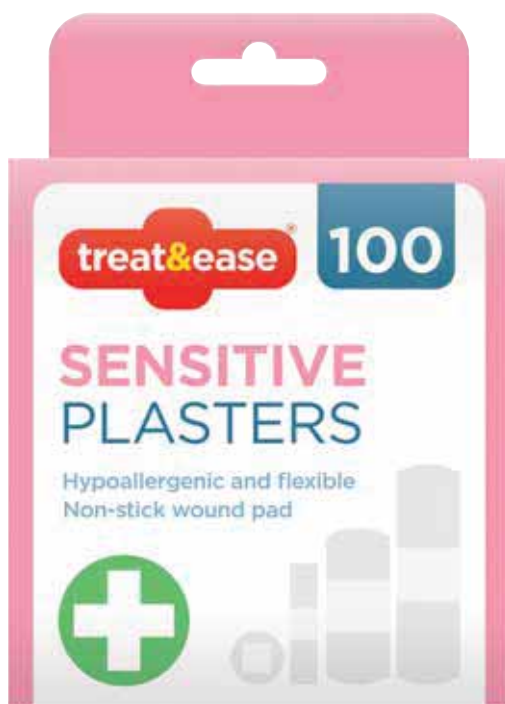
### Invisible Waterproof Plasters 16pk

Code: 317372 | NOP: 24

Unit Barcode: 5056175904754 | VAT: 20%







### Sensitive Plasters 100pk

Code: 311720 | NOP: 24

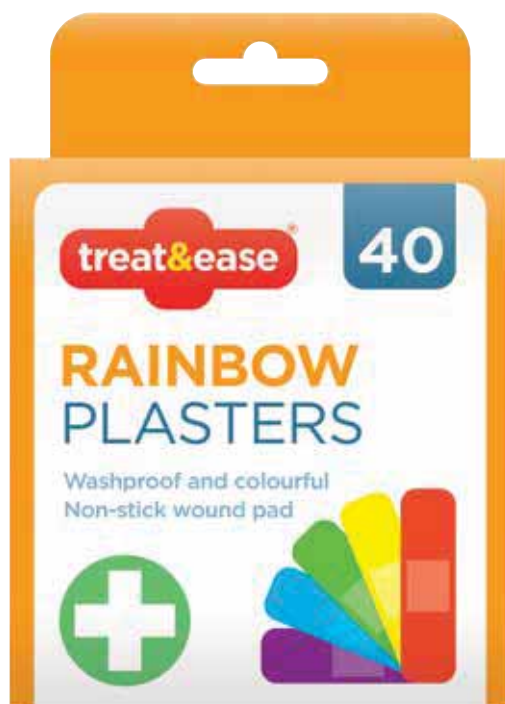
Unit Barcode: 5055566915072 | VAT: 20%



### Butterfly Strips 40pk

Code: 317349 | NOP: 24

Unit Barcode: 5056175904310 | VAT: 20%



### Rainbow Plasters 40pk

Code: 314392 | NOP: 24

Unit Barcode: 5055566959861 | VAT: 20%



### Invisible Plasters 75pk

Code: 306766 | NOP: 24

Unit Barcode: 5055257855397 | VAT: 20%



**treat&ease**<sup>®</sup>

# GEL PROTECTORS

Soft gel padding relieves friction  
and protects your feet

**NEW**



## Gel Toe Protectors 1 Pair

Code: 317351 | NOP: 24

Unit Barcode: 5056175904334 | VAT: 20%



## Gel Bunion Protectors 1 Pair

Code: 317352 | NOP: 24

Unit Barcode: 5056175904341 | VAT: 20%





NEW

treat&ease<sup>®</sup>

# KINESIOLOGY TAPE

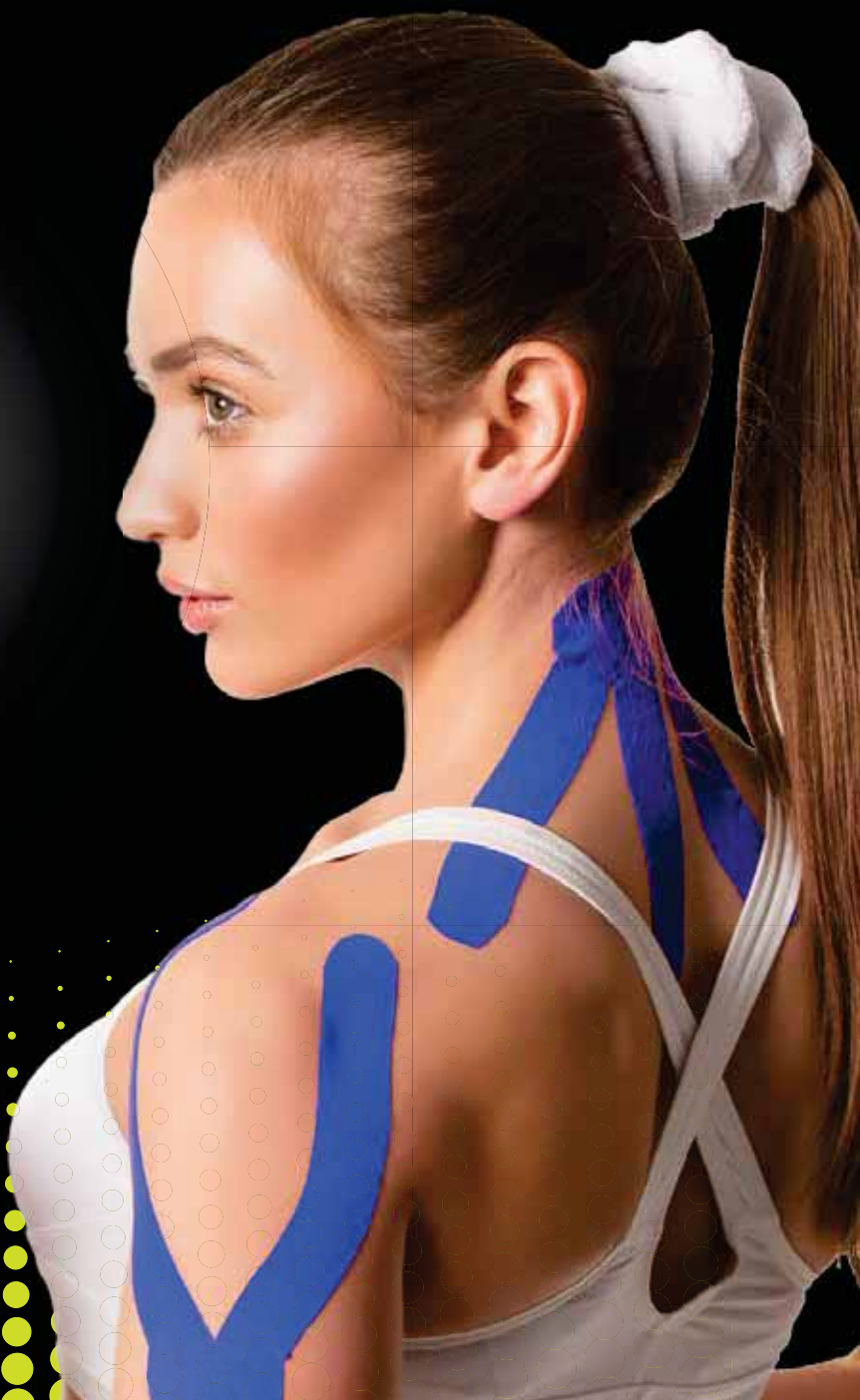
HELP SUPPORT AND RESTRICT THE MOVEMENT  
OF JOINTS AND MUSCLES



Kinesiology Sports Tape 1.5m

Code: 317353 | NOP: 24

Unit Barcode: 5056175904358 | VAT: 20%





**Keep-it  
Candy™**

**NEW**



**Twisted Mallows 10pk**

Code: 200032 | NOP: 24

Unit Barcode: 5055257819160 | VAT: 20%



**Astro Dust Sherbet Straws 135g**

Code: 200018 | NOP: 24

Unit Barcode: 5055257863958 | VAT: 20%



**Explosive Candy 10pk**

Code: 200200 | NOP: 24

Unit Barcode: 5055566931867 | VAT: 20%





# Keep-it Candy™

NEW

SRP  
AVAILABLE

RESEALABLE

MINI  
CHEWY  
SWEETS

STRAWBERRY  
FLAVOUR

## BOULDER BLASTS



**Boulder Blasts 150g**

Code: 200672 | NOP: 48

Unit Barcode: 5056175902910 | VAT: 20%



**SRP**  
AVAILABLE



**Drip Drop Orange 5pk**

Code: 200720 | NOP: 24

Unit Barcode: 5707312004393 | VAT: 20%



**SRP**  
AVAILABLE



**Drip Drop Peppermint 5pk**

Code: 200721 | NOP: 24

Unit Barcode: 5707312004379 | VAT: 20%





NEW



### Chew 4 U Rolls Fruit Flavour 5Pk

Code: 200718 | NOP: 24 | Due: Apr  
Unit Barcode: 5707312004355 | VAT: 20%



### Chew 4 U Rolls Mint Flavour 5Pk

Code: 200719 | NOP: 24 | Due: Apr  
Unit Barcode: 5707312004331 | VAT: 20%



### Oxydent Sugar Free Chewing Gum Peppermint 8pk

Code: 200722 | NOP: 24 | Due: Apr  
Unit Barcode: 5707312004416 | VAT: 20%



### Oxydent Sugar Free Chewing Gum Spearmint 8pk

Code: 200723 | NOP: 24 | Due: Apr  
Unit Barcode: 5707312004430 | VAT: 20%





NEW

Gents Hair Essentials

HARPER  
FRANCIS



With  
thinning  
scissors



**3 Piece Barber Set**

Code: 317292 | NOP: 24

Unit Barcode: 5056175903047 | VAT: 20%





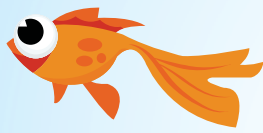
NEW



**QUICKLY COOL YOUR  
DRINK WITHOUT  
DILUTING IT!**

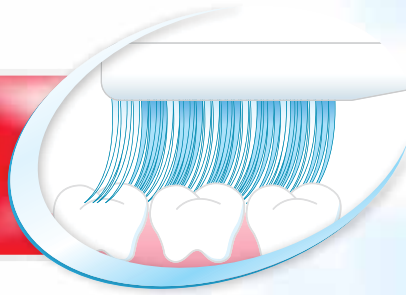
Reusable Ice Cubes 20pk  
Code: 317231 | NOP: 24  
Unit Barcode: 5056175901876 | VAT: 20%





NEW

# PristineGleam



## kids Toothbrush



*The timer helps  
to encourage  
kids to brush for  
2 minutes*



**MIX Childs Toothbrushes with 2 Minute Sand Timer**

Code: 317177 | NOP: 24 | Mix: Pink, Blue

Unit Barcode: 5056175900756 | VAT: 20%





# VORTEX XTRAS

Leaves skin feeling  
smooth and soft

**Shaving Lotion 200ml**

Code: 316042 | NOP: 24

Unit Barcode: 5055566983736 | VAT: 20%



**NEW**



**Luxury  
Quilted  
2 Ply**

**Toilet Roll 4pk**

Code: 143B | NOP: 10

Unit Barcode: 5060300370154 | VAT: 20%



**NEW**



### Disposable Gloves 150pk

Ideal for DIY, mechanics, drying hair and food service. VAT: 20%

313853BK x12 5055257821750



### Sandpaper 12pk

Large sheets of sandpaper in 2\* coarse, 4\* medium, 4\* fine, 2\* extra fine. VAT: 20%

317464 x24 5056175905881



### Paint Brushes 2pk PM£1

Suitable for both water and oil based paints. 1" and 4" brushes. VAT: 20%

313656BK x12 5055257822337



### Steel Wool Pads 12pk

Perfect for removing stubborn grease and dirt or for fine sanding. Can be used wet or dry. VAT: 20%

313849BK x12 5055257864887



### Double Open End Spanner Set 4pk (OC)

VAT: 20%

315379BK x12 5055566965503



### Hand Saw

Strong, sturdy and ideal for home DIY. VAT: 20%

313847BK x12 5055257857322



### Draught Excluder 5m

This draught excluder is ideal for doors and windows and is quick and easy to install. 2 x 2.5m rolls. VAT: 20%

313641BK x12 5055566918639



### Safety Goggle and Mask Set

Ideal for light DIY projects. VAT: 20%

313848BK x12 5055566903499



### 10" Cold Chisel 1pk (OC)

VAT: 20%

315248BK x12 5055566965312



### 9" Paint Roller

Handy paint roller that helps quickly apply emulsion on walls and ceilings. VAT: 20%

313660BK x12 5055566918714



### Felt Pads 30pk

An assortment of sizes and shapes. Suitable for protecting table tops as well as wooden and laminate floors from furniture scratches. VAT: 20%

313647BK x12 5055566907800



### Daewoo AA Battery 7pk - Carbon Zinc

Ideal for use in most TV controls, clocks and childrens toys. VAT: 20%

316492 x24 5055566991007





**MULTIPRICE - Indulgent Vanilla Large 18oz Glass Candle**

Enhance the atmosphere of any room with this Indulgent Vanilla scented candle. Burns for upto 70 hours VAT: 20%

315551 x6

5055566975830



**Biological Laundry Tablets 8pk**

These laundry tablets are suitable for both whites and colours and will last for upto eight standard washes. The two in one formula provides a brilliant clean and includes a built in softener. VAT: 20%

316894 x24

5055566996453



**Soft Grip Gel Pegs 10pk**

Helps to avoid marking delicate clothes. Contains Red, Blue & Yellow. VAT: 20%

313796BK x12 WIGIG

505556697008



**Hanging Peg Bag**

Includes plastic hook to keep close by on the washing line whilst hanging out or taking down clothes. VAT: 20%

313799BK x12 WIGIG

5055566909187



MIX

**Assorted Childrens Coat Hangers 10pk**

Strong plastic hangers in a mixed case of blue and pink. Blue & Pink VAT: 20%

313511BK x12 WIGIG

5055257820609



MIX

**Tea Towels 2pk**

These 100% cotton tea towels are a perfect addition to any home. 65x45cm, 100% cotton. Blue and white monochrome, red and white monochrome, green and white monochrome VAT: 20%. Due: May.

309873 x24

5055257881341



**Multi Function Scissors**

Includes bottle opener and screw top opener. VAT: 20%. Due: Apr.

317374 x12

5055566908074



MIX

**Plastic Framed Reading Glasses 1 Pair**

Stylish glasses in a variety of strengths. 2, 2.5, 3 & 3.5 VAT: 20%

314307BK x24 SRP WIGIG

5055257800298



**Sundae Spoons 3pk**

Stainless steel. Dishwasher safe. Comfortable in hand. 23cm Length. VAT: 20%. Due: Jun.

317495 x24

5056175906413



**Food Storage Sprinkle 'n' Store 1L Container**

Dishwasher, freezer and microwave safe. VAT: 20%

311266 x24 WIGIG

5055566906780



**22.5cm Paper Plates 30pk**

Great for special occasions and parties. VAT: 20%

309050 x34

5055257865402



**Party Paper Cups 15pk**

Disposable cups to make clearing up after a party quick and easy. VAT: 20%

317361 x24

5056175904518



**Latex Gloves 14pk Clipstrip PM£1**  
Perfect for cleaning, DIY, mechanics and beauty treatments. VAT: 20%

316843 x12 PMP CLIP

5055566995609



**Door and Window Alarm**  
Wireless technology. No tools required. Loud 80-90 decibel tone. Batteries included. VAT: 20%

314622T x18 WIGIG

5055566963394



**Pillow Protectors 2pk**  
Help prolong the life of your pillows. Stain resistant and machine washable. VAT: 20%

314675T x10 WIGIG

5055566964216



**Memo Magnets 18pk**  
A fun way to fix notes and photos to magnetic surfaces such as fridge doors. VAT: 20%

314515T x13 SRP WIGIG

5055566961741



**Mini First Aid Kit 42pc**  
Travel sized case containing an assortment of plasters, pads and wipes. Ideal for hiking, camping and for keeping in the car. VAT: 20%

315638T x18 SRP WIGIG

5055566977605



**Assorted Sewing Kit 60pc**  
Ideal for use around the home or whilst travelling. This pack contains an assortment of items in a handy zip bag. VAT: 20%

314533T x8 WIGIG

5055566961925



**Freezer Blocks 2pk**  
VAT: 20%

315602T x5 SRP WIGIG

5055566976851



**Spectacle Repair Kit**  
Kit includes: magnifier, screws, grommets, nose pads, screwdrivers, handles and neck cord. VAT: 20%

314532T x10 WIGIG

5055566961918



**Large Hand Scoop**  
Ideal for dry animal feed, laundry detergent and gardening. Includes hanging hole for easy storage. VAT: 20%

314543T x12 WIGIG

5055566962021



**Adhesive Wheelie Bin Numbers 10pk**  
Adhesive numbers from 0-9. VAT: 20%

315639T x50 SRP WIGIG

5055566961956



**Shoe Shine Sponges 2pk**  
For use on most black and brown leather and vinyl surfaces. Cleans and shines. Each pack contains one black and one brown sponge. VAT: 20%

314623T x6 WIGIG

5055566963417



**24" Telescopic Magnetic Rod**  
Great for retrieving keys, tools and other small objects from awkward, hard to reach spaces. Also includes a pocket clip. VAT: 20%

314503T x18 SRP WIGIG

5055566961628





**Festivity Kitchen Towels 4pk**  
VAT: 20%

4274 x6

5027908004584



**Moppit All Purpose Kitchen Towel**  
All purpose kitchen towel. Handy for clearing up spillages, and cleaning with Prism cleaners. VAT: 20%

3685 x12

5060324609919



**Beef Bones Jumbo 2pk**  
These soft, light treats are great for your pets. Nutritionally balanced with no added sugars, salts or fats. They are 100% vegetarian, natural and organic with no artificial colours, flavours or preservatives. VAT: 20%

315804 x20 **SRP**

5055566980230



**Ruled Notebook 125 Sheets**  
This chunky, reporters style ruled notepad is great for jotting down notes. VAT: 20%

316976 x12

5055566997696



**A4 Plain Copier Paper 80pk PMP£1**  
Reliable standard A4 copy paper. Perfect for everyday use and ideal for toner-based copiers, plain-paper fax machines and printers. Ideal for high volume printing. VAT: 20%. Due: Apr.

316969BK x12 **PMP**

5055566997610



**A4 Display Folder 20 Sleeves**  
Holds up to 40 single sided sheets. Great for organising coursework or presentations. VAT: 20%

314270 x24 **WIGIG**

5055566958246



**Animal Erasers 4pk**  
Great for home or school. VAT: 20%

316794 x24 **WIGIG**

5055566957577



**Sewing Threads 7pk**  
7 Spools each with 100 metres per thread. Each pack contains Pink, Yellow, White, Red, Black, Brown and Navy Blue threads. VAT: 20%. Due: May.

317516 x24

5056175906765



**Tangle Taming Comb Set 8pk**  
A variety of different styles. VAT: 20%. Due: May.

317461 x12

5056175905805



## Foot & Heel Balm

Helps to nourish and rehydrate cracked and dry skin. VAT: 20%

314735 x12 WIGIG

5055566958864



MIX

## Elbow Neoprene Support Bandage

Warms and soothes. Helps to reduce swelling. Firm and secure support. Small, Medium, Large & Extra Large VAT: 20%

316318BK x24 WIGIG

5055566961369



## Handy Tissues 8pk (10 tissues, 3ply)

These super soft tissues come in handy resealable pocket packs and are ideal for the car or in handbags. Great for everyday use, colds and make-up touch ups. VAT: 20%

311312BK x12 WIGIG

5055566907626



MIX

## Baby Bib Animal Design 1pk

These waterproof, wipe clean bibs feature a fold over pouch to catch dropped food. They have a velcro fastening and are available in three cute animal designs. Monkey, Duck VAT: 20%

317055 x24

5055566998235



## Sweet Zone Mallow Twists 160g

Great for sharing with friends and family VAT: 0%

200738 x12 SRP

5032860010450



## Sea Salt Grinder 110g

Great flavour In a handy glass grinder. VAT: 0%

200291NI x48 WIGIG

5055257877078



## MULTIPRICE - Chopped Tomatoes 400g

RRP 59p. Drained weight 240g. VAT: 0%

200523 x24

5055566968207



## Half Coconut

Attracts a wide variety of wild birds to the garden. VAT: 20%

317452 x24

5032887103302



## Wild Bird Food 1kg

Attracts a wide variety of wild birds to the garden. VAT: 20%

317710 x18

5032887509746



## Fat Balls 6pk

Attracts a wide variety of wild birds to the garden. VAT: 20%

317449 x20

5032887103500



## Multicoloured Garden Windmill

Can be planted in the lawn or plant pot. Perfect for brightening up the garden. VAT: 20%

314968 x12

5055566969204





# TERMS AND CONDITIONS OF SALE

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Terms:-  
"Buyer" Means the person whose order for Goods is accepted in writing by OTL or by the delivery of Goods to the Buyer.
- "Contract" Means the contract for the sale and purchase of Goods, incorporating these terms and conditions.
- "Goods" Means the goods which OTL is to supply in accordance with these Terms.
- "Insolvency Event" Means any of the following:-  
(1) the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy; or  
(2) any petition in bankruptcy is presented against the Buyer; or  
(3) the Buyer convenes a meeting of creditors (whether formal or informal); or  
(4) the Buyer proposes to enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation provided prior authority in writing is obtained from OTL; or  
(5) the Buyer encumbers or in any way charges any of the Goods; or  
(6) the Buyer is unable to pay his debts within the meaning of Section 123 Insolvency Act 1986 or ceases to trade; or  
(7) being a limited company any resolution or petition for winding up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed by you or presented against the Buyer; or  
(8) a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the business or assets of the Buyer; or  
(9) the Buyer shall suffer any analogous proceedings under foreign law.
- "Interest Date" Means in respect of any monies due to OTL that date which is 30 days or more after the due date for payment.
- "OTL" Means Overseas Trading Limited (Company Number: 4442532) whose registered office is at OTL House, Methley Road, Castleford, West Yorkshire, WF10 1PA.
- "Terms" Means the standard terms of sale set out in this document.
- "working day" Means any day (excluding Saturdays and Sundays) that UK clearing banks are open for business.
- 1.2 Reference to a person includes reference to a company, a sole trader, partnership, or limited liability partnership.
- 1.3 Headings are for ease of reference only and do not form part of any agreement between OTL and any other person.
- 1.4 The singular includes the plural and vice versa.
- 1.5 Reference to one gender includes reference to the other two.

## 2 APPLICATION OF TERMS

- 2.1 The Terms apply to each Contract to the exclusion of all other terms and conditions.
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 The Terms apply to all of OTL's sales. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of OTL which is not set out in the Contract. Nothing in the Terms shall exclude or limit OTL's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from OTL shall be deemed to be an offer by the Buyer to buy goods subject to these Terms.
- 2.5 No variation of these Terms shall be binding unless agreed in writing between an authorised representative of the Buyer and of OTL.

## 3 ORDERS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by OTL unless confirmed in writing by OTL's authorised representative or unless the Goods are delivered to the Buyer in which event the Terms shall apply.
- 3.2 All products are subject to availability.
- 3.3 The Buyer shall be responsible to OTL for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving OTL any necessary information relating to the Goods within a sufficient time to enable OTL to perform the Contract in accordance with its terms.
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by OTL in accordance with a specification submitted by the Buyer, the Buyer shall indemnify OTL against all loss, damages, costs and expenses awarded against or incurred by OTL in connection with, or paid or agreed to be paid by OTL in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from OTL's use of the Buyer's specification.
- 3.5 No order which has been accepted by OTL may be cancelled or changed by the Buyer except with the agreement in writing of OTL.

## 4 DESCRIPTION

The quantity and description of the Goods shall be as set out in OTL's quotation or acknowledgment of order.

## 5 DELIVERY

- 5.1 Unless otherwise agreed in writing by OTL, delivery of the Goods shall be to the Buyer's place of business and effected by a carrier appointed by OTL. OTL's carrier cannot accept Goods for return without OTL's prior authority and appropriate evidencing documentation.
- 5.2 Any claims for non-delivery of Goods, shortages or damaged goods must be notified in writing to OTL within three 3 days of the date of delivery.
- 5.3 Any dates specified by OTL for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time.
- 5.4 OTL shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the

Goods (even if caused by OTL's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 60 days.

## 6 NON-DELIVERY

- 6.1 OTL shall not be liable for any non-delivery of Goods (even if caused by OTL's negligence) unless the Buyer gives written notice to OTL of the non-delivery within 44 hours of the time when the Goods would in the ordinary course of events have been received.
- 6.2 Any liability of OTL for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice for such Goods.

## 7 PRICE OF THE GOODS

- 7.1 The price of the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery. All prices quoted are valid for 30 days only.
- 7.2 OTL reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to OTL which is due to any factor beyond the control of OTL (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give OTL adequate information or instructions.
- 7.3 The price is exclusive of value added tax. If applicable, the Buyer shall be liable to pay to OTL any value added tax payable in addition to the price, together with all costs or charges in relation to packaging, loading, unloading, carriage and insurance.

## 8 TERMS OF PAYMENT

- 8.1 OTL shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the date on which an order is accepted by OTL. All invoice enquiries must be notified within three working days of receiving the invoice.
- 8.2 The Buyer may not withhold payment of any invoice or other amount due to OTL by reason of any right of set-off or counter-claim which the Buyer may have or alleges to have or for any reason whatsoever.
- 8.3 All payments payable to OTL under the Contract shall become due immediately on its termination despite any other provision.
- 8.4 The price of the Goods shall be payable on the date of invoice. If any invoice is not paid within 30 days of the date of OTL's invoice, OTL shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. OTL shall inform the Buyer of the amount of the Buyer's credit limit and, if that credit limit is exceeded, all outstanding invoices will become immediately payable by the Buyer. Until the Buyer is informed of its credit limit by OTL, the Buyer shall make payment on a pro forma basis.
- 8.5 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to OTL, OTL may:-

- (1) cancel the relevant Contract and/or any other contract it may have with the Buyer or suspend any further deliveries to the Buyer;
- (2) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other Contract between the Buyer and OTL) as OTL may think fit (notwithstanding any purported appropriation by the Buyer);
- (3) if any monies due to OTL are not paid within 30 days of the due date for payment interest shall be payable on the amount owing at whichever is the greater of the rate of 5% per annum or 4% over the base lending rate from time to time of HSBC from the due date for payment to the date of actual payment; and
- (4) if any monies due to OTL are not paid on the Interest Date then in addition to the interest payable in accordance with clause 8.3(3) an additional 1% per annum interest shall be payable on the amount owing on the Interest Date and on each date which is 30 days after the Interest Date Provided that interest shall not be payable at a rate greater than 30% per annum. Any interest payable shall be compounded on the Interest Date and at the end of each period of 30 days after the Interest Date.

## 9 RETENTION OF TITLE

- 9.1 The Goods are at the risk of the Buyer from the time of delivery
- 9.2 Ownership of the Goods shall not pass to the Buyer until OTL has received in full (in cash or cleared funds) all sums due to it in respect of:
- (1) the Goods; and
  - (2) all other sums which are or which become due to OTL from the Buyer on any account.
- 9.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:-
- (1) hold the Goods on a fiduciary basis as bailee;
  - (2) store the Goods (at no cost to OTL) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as OTL's property;
  - (3) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (4) maintain the Goods in satisfactory condition and keep them insured on behalf of OTL for their full replacement value against all risks to the reasonable satisfaction of OTL. On request the Buyer shall produce the policy of insurance to OTL.
- 9.4 The Buyer's right to possession of the Goods shall terminate immediately on the occurrence of an Insolvency Event.
- 9.5 OTL shall be entitled to recover payment for the Goods notwithstanding that ownership of the Goods has not passed from OTL.
- 9.6 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the

Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has been terminated, to recover them.

## 10 WARRANTIES AND LIABILITY

- 10.1 Subject to the following provisions, OTL warrants that the Goods will correspond with their specification at the time of delivery
- 10.2 The above warranty is given by OTL subject to the following conditions:-
- (1) OTL shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to store properly or failure to follow OTL's instructions (whether oral or in writing and whether given before or after the date of a Contract), misuse or alteration or repair of the Goods;
  - (2) OTL shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
  - (3) the above warranty does not extend to parts, materials or equipment not manufactured by the seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or OTL.
- 10.3 All other warranties, conditions or terms implied by statute or common law are excluded to the fullest extent by law.
- 10.4 To be valid, any claim in respect of the Goods must be made within 12 months of the date of a Contract. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to OTL in accordance with these Terms, OTL may replace the Goods (or the part in question) or, at OTL's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price) in which case OTL shall have no further liability to the Buyer.
- 10.5 Nothing in these Terms excludes or limits the liability of OTL:
- (1) for death or personal injury caused by OTL's negligence; or
  - (2) under Section 2(3) Consumer Protection Act 1987 to the extent it applies to OTL; or
  - (3) for any matter which it would be illegal for OTL to exclude or attempt to exclude its liability; or
  - (4) for fraud or fraudulent misrepresentation.
- 10.6 Subject to 10.3 and 10.5 above the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in, connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

## 11 ASSIGNMENT

- 11.1 OTL may assign the Contract or any part of it to any person, firm or Company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of OTL.

## 12 FORCE MAJEURE

OTL reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of OTL including, without limitation, any Act of God, war, riot, civil commotion, strike, lock-out, industrial action, fire, explosion, flood, tempest, sickness or non-availability of staff or sub-contractors, burglary, malicious damage, weather conditions, transport failures, traffic congestion or acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind imposed by any governmental or parliamentary or local authority any delay or default on the part of any outside suppliers or third parties.

## 13 EXPORT TERMS

- 13.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in writing between the Buyer and OTL) apply notwithstanding any other provision of these Terms.
- 13.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 13.3 Unless otherwise agreed in writing between the Buyer and OTL, the Goods shall be delivered ex works and OTL shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.
- 13.4 The Buyer shall be responsible for arranging for testing and inspection of the Goods at OTL's premises before shipment. OTL shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

## 14 CANCELLATION

If an Insolvency Event occurs then OTL may cancel any Contract or suspend any further deliveries under any Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable.

## 15 GENERAL

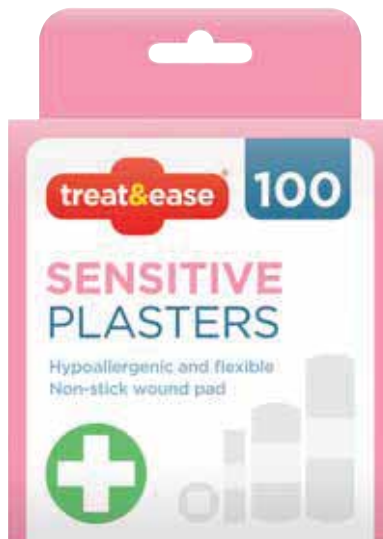
- 15.1 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.2 No waiver by OTL of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same by any other provision.
- 15.3 The Buyer acknowledges that all copyright and other intellectual property rights in the name, brand and logo of OTL are the property of OTL.
- 15.4 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 15.5 The Contract shall be governed by English law and the Buyer agrees to submit to the exclusive jurisdiction of the courts of England.
- 15.6 No term of the Contract shall be enforceable by any person that is not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999 save that an assignee of a Contract assigned by OTL shall be entitled to enforce that Contract.

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