

Terms and Conditions



In these Terms and Conditions:

- The "Seller" means PIL Group Limited.
- The "Buyer" means the company, individual or other entity named on the third page as the "Customer".
- "Goods" means the product as supplied and/or installed by the Seller.
- "Services" means the services agreed to be undertaken by the Seller.

1. ACCEPTANCE

- 1.1. The Seller's quotation (**Quotation**) or the Seller's price list setting out set prices for Goods or Services (**Price List**) is not an offer to sell.
- 1.2. By placing an order, the Buyer accepts these Terms and Conditions and agrees to be bound by the same.
- 1.3. An order from the Buyer (including an order following a Quotation or an order based on a Price List) shall not bind the Seller until the Seller, at its absolute discretion, accepts the order by both:
 - 1.3.1. Receiving any required deposit from the Buyer; and
 - 1.3.2. Issuing a sales order acknowledgement to the Buyer.
- 1.4. A Quotation shall remain valid for 20 working days from the date of the Quotation. If the Quotation has not been accepted in accordance with clause 1.3 of these Terms and Conditions within that time period, the Quotation will lapse without notice unless the Seller, at its absolute discretion, extends the validity of the Quotation by another 20 working days.
- 1.5. A Price List will be valid until the Seller gives written notice (which can include an email) to the Buyer that the Price List is no longer valid. The Seller will make reasonable efforts to give the Buyer 40 working days' notice before the Price List becomes invalid but retains the absolute discretion to do otherwise.
- 1.6. This section 1 (Acceptance) is subject to section 2 (Price) below.

2. PRICE

- 2.1. If the Seller does not deliver the Goods or provide the Services allowed for in the Quotation within 40 working days from the date of the Quotation (irrespective of the reason for the delay), then the Seller has the right to re-price the job at current rates or cancel the Quotation.
- 2.2. If the Seller does not deliver the Goods or provide the Services following an order based on a Price List within 40 working days from the date of the order (irrespective of the reason for the delay), then the Seller has the right to re-price the job at current rates or refuse the order.
- 2.3. The price quoted for in the Quotation or set out in the Price List assumes that:
 - 2.3.1. The delivery/installation site or property has reasonable services, is structurally sound, has satisfactory access for the Seller and its trucks, has a safe dry area for goods storage and the Buyer will provide rubbish bins for the Seller to dispose of any surplus off cut material of the goods.
 - 2.3.2. The Buyer has kept the site free of obstructions, advised the Seller of any potential hazards on site and will provide at its cost any scaffolding, staging or decking deemed necessary by the Seller at its discretion for the delivery and installation of the goods (including to satisfy any Health and Safety requirements).

- 2.4. If the assumptions outlined at clauses 2.3.1 and 2.3.2 are not met (which the Seller at its absolute discretion can determine), resulting in additional costs (for example, requiring (additional) cramage, manual handling of goods, or storage), then the Seller will be able to recover these added costs from the Buyer.

3. PAYMENT

- 3.1. Unless the Seller grants credit to the Buyer pursuant to section 10 (Credit) of these Terms and Conditions, payment for the Goods or Services is due before delivery.
- 3.2. Even if the Seller has not granted credit to the Buyer pursuant to section 10 (Credit) of these Terms and Conditions, the Seller may, at its absolute discretion, provide a set number of days (for example, 7 days) for payment for the Goods or Services. However, if the Buyer is declined credit, or refused further credit, at any stage, then payment will be due the day after that declination or refusal (irrespective of how many more days remain of the Seller's set number of days provided).
- 3.3. If the Seller grants credit to the Buyer pursuant to section 10 (Credit) of these Terms and Conditions, payment for the Goods or Services is due on the 20th of the month following delivery (unless varied in writing by the Seller). If the Goods or Services are undertaken in stages, then progress payments may be required.
- 3.4. If payment is not received by the Seller on the due date then:
 - 3.4.1. Interest may be charged at the rate of 6% over the Seller's retail base lending rate per annum on any amounts not received.
 - 3.4.2. The Seller shall not be obliged to make any delivery of Goods or perform any Services whatsoever under any contract whilst any money is due and payable by the Buyer.
 - 3.4.3. The Seller shall, without prejudice to any other remedy available to it at law, be entitled to suspend or terminate any and all contract(s) with the Buyer. For the avoidance of doubt, the ability to suspend or terminate a contract includes suspending or terminating a binding order pursuant to clause 1.3 of these Terms and Conditions.
 - 3.4.4. All expenses and costs, including legal fees calculated on a solicitor/client basis and disbursements, incurred by the Seller in recovering any amount from the Buyer shall be recoverable from the Buyer as part of the purchase price.

4. TIME/DELIVERY

- 4.1. The Seller shall deliver, or arrange to deliver, the Goods to the place specified in the Buyer's order.
- 4.2. The Seller may charge for the delivery costs.
- 4.3. Any date for delivery or installation (including as set out in any sales order acknowledgement) is an estimate only.
- 4.4. The Seller is not liable or responsible for any losses or claims whatsoever resulting from any failure to deliver or install any Goods or undertake any Services in accordance with any prescribed date.

5. PROPERTY

- 5.1. Ownership of the Goods sold by the Seller is retained by the Seller until payment in full is made both for these Goods and for all other Goods and Services supplied by the Seller to the Buyer.
- 5.2. The Buyer agrees that clause 5.1 creates a security interest in the Goods and the Buyer grants a security interest to the Seller in each and every part of the Goods as security for payment for those Goods and any other amount owing by the Buyer to the Seller at any time.
- 5.3. The Buyer acknowledges that the Seller is able to register its interest over the Goods pursuant to the Personal Property Securities Act 1999 and on the Personal Property Securities Register. The Buyer shall sign any documents which the Seller may require to register a financing statement and indemnify the Seller for any expenses incurred in registering a financing statement or financing change statement.
- 5.4. Prior to payment of the Goods is made in full the Buyer shall store the Goods separately from all other chattels so as to clearly identify the Goods as the Seller's property.
- 5.5. The Seller shall have the right to immediately repossess the Goods, whether incorporated as a fixture in any building or not, should the Buyer fail to pay for the Goods in full. The Buyer irrevocably authorises the Seller to enter any premises or enter upon any land where the Goods may be for this purpose, without responsibility for damage caused and without prejudice to any other rights conferred on the Seller. The Seller requires that the Buyer only store the goods on premises where the rights of the Seller to enter and repossess are acknowledged.

6. RISK

- 6.1. Notwithstanding that ownership of the Goods may not have passed to the Buyer, the Buyer bears the risk of any loss or damage to the Goods due to any cause whatsoever after the Seller hands possession of the Goods to the Buyer or to a third party for transportation.
- 6.2. The Seller has no responsibility for damage to the Goods caused by the Buyer's contractors, third parties or defects at the delivery/installation site (including any structural defects).
- 6.3. The Seller is not responsible for any damage to the Buyer's property or site (including footpaths) resulting from the delivery or installation of the Goods or the provision of the Services.

7. DEFAULT

- 7.1. If an Event of Default occurs, the Seller may suspend or terminate any contract between the Seller and the Buyer.
- 7.2. An "Event of Default" means an event where:
 - 7.2.1. The Buyer fails to comply with these Terms and Conditions.
 - 7.2.2. The Buyer is deemed to be bankrupt or insolvent, it enters into a composition or arrangement with creditors or commits any act which exposes it to a risk of liquidation or receivership.

- 7.2.3. The ownership or effective control of the Buyer is transferred without the written consent of the Seller.

7.3. For the avoidance of doubt:

- 7.3.1. The ability to terminate a contract includes terminating a binding order pursuant to clause 1.3 of these Terms and Conditions.
- 7.3.2. The termination of any contract does not absolve the Buyer from its payment obligations, nor negate the Seller's remedies for non-payment or late payment, pursuant to section 3 (Payment) of these Terms and Conditions.

8. TERMINATION FOR CONVENIENCE

- 8.1. The Seller may, at its absolute discretion, elect to terminate any contract(s) with the Buyer for its own convenience by providing written notice (which can include an email) to the Buyer.
- 8.2. For the avoidance of doubt:
 - 8.2.1. The ability to terminate a contract includes terminating a binding order pursuant to clause 1.3 of these Terms and Conditions.
 - 8.2.2. The termination of any contract does not absolve the Buyer from its payment obligations, nor negate the Seller's remedies for non-payment or late payment, pursuant to section 3 (Payment) of these Terms and Conditions.

9. CLAIMS

- 9.1. The liability of the Seller for any loss or damage or injury arising directly or indirectly from any defect of the Goods or Services supplied is limited to replacement or repair of such defective Goods or Services not exceeding the invoice value of such defective Goods or Services at the option of the Seller.
- 9.2. The Seller shall not be liable to the Buyer for any consequential or indirect damage or loss of any kind whatsoever.
- 9.3. The Seller shall not be liable to the Buyer for any loss or damages that the Buyer suffers because the Seller exercises any rights, powers or remedies provided for in these Terms and Conditions (including the right to suspend or terminate any contract pursuant to clause 3.4.3, section 7 (Default) or section 8 (Termination for Convenience) of these Terms and Conditions).

10. CREDIT

- 10.1. Should the Buyer wish to apply for credit terms the Seller requires the Buyer to fill out the Seller's standard credit application form.
- 10.2. The Buyer authorises any person or company to provide the Seller with such information as the Seller may require in response to the Seller's credit enquires. The Buyer further authorises the Seller to furnish to any third party details of this credit application and any subsequent dealings that the Buyer may have with the Seller as a result of this application being actioned by the Seller.
- 10.3. The Seller has an absolute discretion to grant or refuse credit and has no obligation to provide credit to the Buyer.
- 10.4. The Seller may at any stage and at its absolute discretion refuse to provide credit or any further credit to the Buyer.

11. CONSUMER GUARANTEES ACT 1993 (CGA)

11.1. If the Buyer is not a consumer as defined in the CGA or if the Buyer acquires or holds itself out as acquiring the Goods for the purposes of a business, nothing in the CGA will apply to the supply of the Goods.

12. GENERAL

12.1. These Terms and Conditions may only be amended with the Seller's consent in writing.
12.2. The Seller reserves the right to review and amend these Terms and Conditions at any time. If, following any such review there is a change to these Terms and Conditions, that change will take effect from the date on which the Seller gives notice to the Buyer (which can include supplying a copy of these amended Terms and Conditions via email) of such change.

12.3. In the event of any inconsistency with any other correspondence, document or contract between the Seller and the Buyer, these Terms and Conditions shall prevail.
12.4. The failure by the Seller to enforce any of these Terms and Conditions shall not be treated as a waiver of any of these Terms and Conditions, nor shall it affect the Seller's right or ability to enforce these Terms and Conditions.
12.5. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

CUSTOMER ACCEPTANCE

NAME:	<input type="text"/>	<input type="text"/>
POSITION:	<input type="text"/>	
DATE:	<input type="text"/>	
		AUTHORISED SIGNATORY ONLY