

PGI CONTRACTS LIMITED

TERMS AND CONDITIONS OF SALE

The following standard conditions apply to every agreement entered into by Us for the provision of Furniture and Services.

1. INTERPRETATION

In these Conditions:-

1.1. the following words and expressions have the following meanings:-

“Business Day”	9am to 5am Monday to Friday (inclusive) other than on public holidays in England;
“Completion”	completion of the work required to effect the Project in accordance with the Contract (and “Complete” and “Completed” shall be construed accordingly);
“Contract”	the contract between Us and You for the Project on the Conditions;
“Defect”	the condition and (or any attribute of the Furniture and/or any other circumstance which would, but for these Conditions, entitle You to bring a claim against Us (whether for breach of contract, negligence, breach of statutory duty, or otherwise);
“Deposit”	such sum as is equal to half the Price;
“Director”	one of Our directors;
“Drawings”	all sketches, surveys, plans, drawings, structural calculations, and designs and specifications relating to the Project;
“Final Payment”	such sum as is equal to half the Price;
“Furniture”	all seating, timber or other structures, furniture, upholstery, or any other materials of any nature used in the Project;
“Loss”	any direct loss, including (without limitation), loss by reason of damage, deterioration, delay, non-delivery, mis-delivery, the costs of labour and materials expended in the performance of the

Contract, and (without limitation) any consequential, special, indirect, incidental or punitive damages or loss of profits, expenses or anticipated profits, loss of business, loss of rent, depletion of goodwill or other form of economic loss, howsoever arising together with any costs, fees, damages, charges, penalties, fines, interest, or other expenses;

- “Order”** Your written order with Us for the Project, as constituted by Your written acceptance of the Quote;
- “Order Acknowledgement”** the acknowledgement of the Order submitted by Us to You;
- “Person”** any individual, body corporate, limited liability partnership, governmental body or any entity having a separate legal personality;
- “Price”** the monies payable by You to Us for the provision of the Furniture and Services pursuant to the Project, as shown on the Quote;
- “Project”** the project which You have commissioned Us to undertake for the provision of Furniture and Services at the Site, as specified in the Quote;
- “Quote”** Our written quotation for the provision of Furniture and materials, as specified on the document headed “Quote” annexed to these Conditions;
- “Services”** the technical inspection and survey of the Site, Our assessment of the suitability of the materials specified by You on the Drawings for the Project, and the manufacture and delivery of Furniture in accordance with the Project to the agreed specifications and standards;
- “Site”** the site or property specified by You at which the Furniture is to be assembled and installed;
- “Us”, “We”, “Our”** PGI Contracts Limited (company number 12939001), and including our employees;
- “You”, “Your”** the Person who enters into the Contract with Us, as specified on the Quote;

“Writing” any form of written communication, but where Writing is specified, communication by email must be following up by a written letter properly address to Us (FAO the Directors at Our registered office.

- 1.2. the singular includes the plural and vice versa, and words importing one gender include all genders.
- 1.3. headings are for ease of reference only.
- 1.4. the Quote forms part of the Contract for all purposes.

2. THE CONTRACT

- 2.1. All Quotes are made, and all Orders are placed, subject to these Conditions.
- 2.2. Only these Conditions apply to the Contract, and also to all other contracts or arrangements between Us and You for the provision of any Furniture or Services (other than any Special Conditions relevant to particular contracts). These Conditions override any other terms, conditions or warranties You may seek to impose. Your acceptance of the Furniture and Services (or any part thereof) shall be conclusive evidence that these Conditions are accepted by You. These Conditions supersede any previous terms and conditions which may have regulated dealings between Us and You.
- 2.3. No amendment or variation to the Contract is valid unless agreed to in Writing by a Director.
- 2.4. The latest version of these Conditions is available on Our website. We reserve the right to amend these Conditions from time to time by giving 20 days' notice. If You do not agree to Our proposed amendments, then You must notify Us in Writing of Your objections within 10 days of receipt of Our notice. If You do not do so within that time period, You will be deemed to have agreed and accepted Our variation to the Conditions as notified to You, which will take effect from the expiry of 20 days from the date of Our notice.
- 2.5. No Contract shall have been formed until either You (or someone authorised on Your behalf) signs the Quote, or We notify you accordingly (which can be by way of conduct on Our part, by (for example), encashment of any Deposit monies You have paid, or by delivery of Furniture or provision of Services, or by telephone or email confirmation).

- 2.6. The Quote is available for acceptance for a maximum period of 30 days from the date when given and may be withdrawn by Us within such time at any time by oral or written notice.
- 2.7. Once a Quote has been accepted by You, or an Order has been accepted by Us, it may not be cancelled by You except with Our Written agreement and on terms that You shall indemnify Us in full against all Loss incurred by Us as a result of such cancellation, including Our reasonable administrative costs relating thereto.
- 2.8. Once rejected by You, a Quote will not be capable of being subsequently accepted by You unless agreed in Writing with Us or unless reissued by Us.
- 2.9. Any advice or recommendation given by Us or Our employees or agents to You or Your employees or agents as to the Furniture which is not confirmed in Writing by Us is followed or acted upon entirely at Your own risk, and accordingly We shall not be liable for any such advice or recommendation which is not so confirmed. You confirm to Us that You have not relied on, nor been induced to enter into the Contract by, any representation, promise or other statement not recorded in the Conditions.
- 2.10. You shall be responsible for ensuring the accuracy of the terms of the Order, and shall give Us all information necessary to enable Us to proceed with the Project. Any failure so to do will allow Us to charge You monies (in addition to the initially agreed Price) for any delay or additional work necessary, or to terminate the Contract by immediate Written notice.
- 2.11. The quantity, quality and description of and any specifications for the Furniture shall be those set out in the Quote. It is Your responsibility to ensure the accuracy of the terms of any Order (including any applicable Drawings).
- 2.12. We reserve the right to make any changes in the specification of the Furniture, which do not materially affect the quality or performance of the Furniture.
- 2.13. Whilst we take every precaution in the preparation of Our catalogues, technical circulars, price lists and other literature, these documents are for Your general guidance only and statements included in these documents shall not constitute representations by Us and We shall not be bound by them.

3. THE PRICE

- 3.1. The Price shall be that set out in the Quote.
- 3.2. We require You to pay the Deposit at the same time as submitting the Order to Us. The Deposit is non refundable.
- 3.3. Subject to Condition 3.4, You shall make the Final Payment on Completion.

- 3.4. We reserve the right, at Our option, to require payment of the Price in full or in part, prior to despatch of the Furniture, and reserve the right to withhold delivery of the Furniture or any part of them until such payment is received.
- 3.5. We reserve the right, by giving notice in writing to You at any time prior to Completion, installation, to increase the Price to reflect any increase in the cost to Us in executing the Contract due to any factor beyond Our control (including, without limitation, any increase in currency fluctuations, or any change in delivery, installation or Completion dates, quantities or specifications for the Furniture arising as a result of any error or omission or changes deemed necessary by You, or any delay or interruption in the Contract not attributable to Us.
- 3.6. All Prices are exclusive of VAT and similar taxes, which You shall be additionally liable to pay to Us upon presentation of a suitable invoice from Us.

4. PAYMENT

- 4.1. We will invoice You for all Furniture supplied on Completion pursuant to Condition 8.6.
- 4.2. Interest on overdue amounts shall accrue from the date when payment became due until the date of payment at the rate of 8% per annum (calculated and compounded daily) and shall accrue at such a rate both before and after judgment. You agree to reimburse Us all costs and expenses (including legal costs on a full indemnity basis) incurred in the collection of any overdue amount. Any delay, waiver or failure by Us to enforce the provision of this Condition in relation to a particular overdue invoice or amount shall not be taken as a waiver by Us in respect of other overdue invoices or amounts, and We specifically reserve the right to enforce the provisions of this Term in relation to any overdue invoice or amount, irrespective of previous dealings.
- 4.3. If You fail to make any payment due to Us on the due date, then without prejudice to any other right or remedy available to Us, We shall be entitled to immediately cancel or suspend the Contract so far as any Furniture which remain to be delivered or Services which remain to be provided, by giving written notice to that effect to You.
- 4.4. If You have an account with Us, We may require You to set up Monthly Direct Debit payments to Us. We may make an administration charge, and also charge for any additional costs incurred in processing payments not made in accordance with this Term.
- 4.5. No right of set off shall exist in respect of any claim by You against Us unless and until such claim is accepted by Us in Writing (including the amount of any such claim that We accept), and You are not entitled to withhold all or any part of any sum which has become due to Us under the Contract (or under any other contracts or agreements with Us).
- 4.6. Time of payment of the Price is of the essence of the Contract.

- 4.7. If the Furniture is to be delivered and installed in instalments (“Instalments”), then We reserve the right to invoice You on the delivery and installation of each Instalment separately, and You shall pay for such invoices in accordance with these Conditions. If You fail to pay any Instalment of the Price when due, then (without prejudice to any other right or remedy We may have), the whole of the Price for each remaining Instalment shall become immediately due and payable (irrespective of the non-delivery).

5. SITE INSPECTION

- 5.1. Following the acceptance of the Order, We shall arrange a suitable date and time with You to visit and inspect the Site, and to conduct a survey to ensure that it will be possible to install the Furniture at the Site. Should the Site visit and survey reveal any technical or practical problems with the suitability or installation of the Furniture as originally envisaged in the Quote, or any defect in the Drawings which would affect Our ability to design and install the Furniture to the required standards, We reserve the right to submit a further Quote to reflect any increase in cost to Us caused by such problems, and You shall be deemed to have accepted such revised Quote if You have not stated in Writing to Us that You do not wish to proceed with the Project on the basis of such revised Quote, within seven Business Days of its receipt.
- 5.2. Whilst We may suggest amendments to any Drawings which initially prove unsuitable, it remains Your ultimate responsibility to ensure that all Drawings are accurate, and adequate to enable the Furniture to be properly assembled and installed to the necessary standards, and You must agree to any changes in Drawings (and any associated increase in the Price) before We undertake any manufacturing of the Furniture.
- 5.3. We will inform You in Writing when We are of the opinion that the Furniture (as proposed by any Drawings or revisions thereof) can be manufactured and installed at the Site in accordance with the Proposal, and We will then commence manufacture of the Furniture in accordance with those Drawings (or any revisions thereof), and give You a timescale for such manufacture and installation. Should You thereafter seek to delay or otherwise vary that timescale, You will be liable to Us for any Loss We may suffer or incur as a result thereof, and such delay or variation shall only be permissible if We have so agreed in Writing.
- 5.4. If You do not agree to the Drawings as amended following Our Site visit and survey, or if the Project is prevented from being Completed for any reason beyond Our reasonable control, then the Contract will terminate at that point, and the Deposit You have paid will not be refundable.

6. WHAT WE DO NOT COVER

We do not:-

- 6.1. when giving the Quote, or when issuing the Order Acknowledgement, warrant that the proposed Project does or does not need planning or building consent. You understand and agree that this is entirely Your responsibility;
- 6.2. carry out party wall services;
- 6.3. guarantee any Completion date. We will take all reasonable steps to Complete the Project by an agreed date that date is approximate only, and We shall not be liable for any Loss to You arising on account of any such delay. Time of Completion shall not be of the essence, and You shall not be entitled to cancel the Contract, refuse provision of Services or Furniture, or require any refund on account of any such delay howsoever caused, except where the delay is solely due to Our deliberate and wilful default when there are no mitigating circumstances (such as adverse weather);
- 6.4. guarantee the work of any unapproved contractor. If You do not wish to use Us to Complete the Project, then You are solely responsible for arranging any guarantees You may require in connection with the Project, and ensuring that it has been Completed to a satisfactory standard;
- 6.5. accept responsibility for any damage to the Site or the Furniture caused by Your own actions or negligence.

7. YOUR COMMITMENT TO US

You promise to Us that You:-

- 7.1. are the legal owner of the Site, and that You have authority to place an order for the proposed Project;
- 7.2. will allow Us unfettered and reasonable access to the Site to enable the Project to be Completed;
- 7.3. will be responsible for clearing the means of access to the Site;
- 7.4. will remove, safeguard and/or protect all items of value on the Property;
- 7.5. will be responsible for any fees payable in respect of any application made by Us for planning permission, building regulations approval, and any other statutory licence fees (ie: highway fees for scaffolding, parking permits or materials);
- 7.6. will be responsible for ensuring that any planning permission or building consent which may be required in respect of the Project has been obtained;
- 7.7. provide all necessary electricity and other services to enable Us to install the Furniture.

8. DELIVERY AND INSTALLATION

- 8.1. We shall arrange a date and time with You for delivery and installation of the Furniture at the Site when We have finished its manufacture.
- 8.2. Delivery dates are given in good faith, but are estimates only.
- 8.3. Time for delivery shall not be of the essence of the Contract.
- 8.4. For the avoidance of doubt, and without detracting from any other provisions of the Terms, We shall not be liable for any Loss whatsoever (including for the avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure to deliver the Furniture in a reasonable time, whether such delay or failure is caused by Our negligence or otherwise howsoever.
- 8.5. Our failure to deliver any one or more Instalments or any claim by You in respect of any one or more Instalments, shall not entitled You to treat the Contract as a whole as repudiated.
- 8.6. We shall notify You when We have Completed the Project, and You shall inspect the Furniture and the workmanship of its installation. We shall ask You to sign a certificate stating that the Furniture has been manufactured and installed in accordance with the specifications of the Contract, and present You with the invoice for the Project, and You shall thereupon pay the Final Payment to Us. Notwithstanding, You must notify Us in Writing no later than two Business Days from receipt of Our notification, of any perceived failure of the Furniture or its installation to comply with the requirements of the Project. If You do not so advise Us within that timescale, the Furniture will be deemed to have been delivered and installed in accordance with the requirements of the Contract, and time of notification shall be of the essence.

9. TITLE AND RISK

- 9.1. Risk in the Furniture shall pass to You when the Furniture has been delivered to the Site.
- 9.2. Title to the Furniture shall not pass to You until We receive payment in full (in cash or cleared funds) for the Furniture and Services.
- 9.3. Until title to the Furniture has passed to You, You shall:-
 - 9.3.1. store the Furniture separately from all other goods held by You so that they remain identifiable as Our property;
 - 9.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Furniture;
 - 9.3.3. maintain the Furniture in satisfactory condition and keep them insured against all risks for their full price from the date and delivery; and

- 9.3.4. give Us such information relating to the Furniture as We may require from time to time.
- 9.4. If before title to the Furniture passes to You, You become Insolvent, then, without limiting any other right or remedy We may at any time:-
- 9.4.1.1. require You to deliver up all Furniture in Your possession which have not been resold, or irrevocably incorporated into another product; and
 - 9.4.1.2. if You fail to do so promptly, enter the Site, or the premises of any third party where the Furniture are stored in order to recover them (without notice).
- 9.5. In the event of Condition 9.4 applying, You (by entering into the Contract) grant to Us, or Our agents, an irrevocable licence to enter the Site to recover and remove the Furniture and recover all sums owing to Us (including the costs of Our having taken such action). If the Furniture is not situated at the Site, but at the premises of a third party with whom You have contracted, then You shall procure that We (or Our agents) are granted rights of access to that third party's premises, and shall be permitted to remove the Furniture from those premises. To facilitate this right You (by entering into this Contract) irrevocably authorise Us (or Our agents) to act as Your attorney when dealing with such third party. This right shall continue to subsist notwithstanding the transaction of the Contract, and shall be without prejudice to any other rights We may have under the Contract.
- 9.6. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain Our property, but if You do so, then all monies owing by You to Us shall (without prejudice to any other right or remedy We may have) become immediately due and payable.
- 9.7. Notwithstanding the provisions of Conditions 9.1 to 9.6, We may bring an action for the Price at any time after the Price has become payable under these Conditions.
- 9.8. Insolvent means:-
- 9.8.1. You are unable to pay Your debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
 - 9.8.2. a receiver, administrative receiver, liquidator or other licenced insolvency practitioner is appointed over any of Your assets;
 - 9.8.3. You (being an individual) are made bankrupt or a petition for Your bankruptcy is lodged;
 - 9.8.4. the passing of a resolution for voluntary winding up, or the summary of a meeting to pass such a resolution without Our prior Written approval;

9.8.5. a petition is presented for Your winding up, or for an administration order in relation to You.

10. OUR COMMITMENT TO YOU

10.1. We warrant that (subject to the other provisions of these Conditions), on Completion, the Furniture shall:-

10.1.1. be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

10.1.2. be reasonably fit for purpose; and

10.1.3. be reasonably fit for any particular purpose for which the Furniture is being bought if You made known that purpose to Us in Writing and We have confirmed in Writing that it is reasonable for You to rely on Our skill and judgment.

10.2. We shall not be liable for a breach of any of the warranties in Condition 10.1 unless You notify Us of any such potential breach in Writing and We are given a reasonable opportunity after receiving notice of examining such Furniture.

10.3. We shall not be liable for a breach of any of the warranties in Condition 10.1 if:-

10.3.1. You make any further use of such Furniture after giving such notice; or

10.3.2. You fail to provide Us with the correct specifications for the Furniture; or

10.3.3. the Defect arises because You have failed to follow Our oral or written instructions at to the storage, installation, commissioning, use or maintenance of the Furniture or (if there are none) good trade practice; or

10.3.4. You alter or repair the Furniture without Our written consent; or

10.3.5. the Defect arises from fair wear and tear; or

10.3.6. the Defect arises from wilful damage, or negligence; or

10.3.7. in any case where the Defect is discovered more than one Month from the date of delivery.

10.4. Subject to Conditions 10.2 and 10.3 if any of the Furniture does not conform with any of the warranties in Condition 10.1 We shall, at Our option, repair and replace such

Furniture (or the defective part) within 20 days of such Defect being proven, or refund the Price of such Furniture at the pro rata Contract rate.

- 10.5. If We comply with Condition 10.4 We shall have no further liability for a breach of any of the warranties in Condition 10.1 in respect of such Furniture.

11. LIMITATION OF LIABILITY

- 11.1. Subject to Condition 11.2, the following provisions set out Our entire financial liability (including any liability for the acts or omissions or Our employees) to You in respect of:-

11.1.1. any breach of these Conditions;

11.1.2. any representation, statement, mis statement or tortious act of omission including negligence arising under or in connection with the Contract.

- 11.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 or section 15 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

- 11.3. Nothing in these Conditions excludes or limits Our liability:-

11.3.1. for death of personal injury caused by Our negligence; or

11.3.2. for any matter which would be illegal for us to exclude or attempt to exclude Our liability; or

11.3.3. for fraud or fraudulent misrepresentation.

- 11.4. Subject to Condition 11.2 and Condition 11.3 Our total liability in contract, tort (including negligence or breach of statutory duty) misrepresentations, restitution, mis statement or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price.

- 11.5. Subject to Conditions 11.2, 11.3 and 11.4 We shall not be liable to You for any Loss caused directly or indirectly by Our actions, inactions, breach of contract, negligence, misrepresentation, mis statement or breach of statutory duty.

- 11.6. If You instruct Us to manufacture any Furniture which infringes the intellectual property of a third party, then You shall be liable for any such infringement and shall fully and effectively indemnify Us on demand against any Loss We may suffer or incur as a result of or flowing from such infringement.

- 11.7. If We manufacture any Furniture to Your design and specification, and that Furniture itself proves to be defective, faulty, unsatisfactory or dangerous, or cause harm or

damage to Persons, on account of its design and specification, then You shall fully and effectively indemnify Us on demand against any Loss We may suffer or incur (in respect of any claim by third parties or otherwise) as a result of or flowing from the manufacture of such Furniture.

12. ASSIGNMENT

You cannot assign or transfer the Contract (or any of Your rights or obligations made under it) without Our prior written consent.

13. EXCUSABLE EVENTS

We will make reasonable commercial efforts to honour Our obligations to You. However, if We are unable to do so because of events or circumstances beyond Our reasonable control (including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, power failure, fuel shortages, inclement weather, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials), then We will give You verbal or written notice of those circumstances within a reasonable time of their occurrence.

14. GENERAL

- 14.1. Each right or remedy of Ours under the Contract is without prejudice to any other rights and remedy of Ours whether under the Contract or not.
- 14.2. If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, be to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.
- 14.3. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of Our rights under the Contract.
- 14.4. Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.5. It is not intended that any terms of the Contract shall be enforceable by virtue of the Contract (Right of Third Parties) Act 1999 by any Person that is not a party to it.
- 14.6. This Contract shall be governed by and construed in accordance with English law, and You submit to the exclusive jurisdiction of the English courts in the interpretation of the Contract of the resolution of any dispute arising under it.



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15. COMMUNICATIONS

- 15.1. Routine transmissions between Us and You may be undertaken by email to the relevant email address supplied by each one to the other.
- 15.2. All communications between Us and You relating to any dispute concerning the Contract (including, but not limited to, Condition 8.6) shall be in Writing and delivered by hand or sent by pre-paid first class post.

16. CORRESPONDENCE BY EMAIL

Whilst We have taken all reasonable precautions in the scanning of emails and attachments prior to leaving Our network, We cannot accept liability for any Loss arising from the alteration of the contents of any email or attachment, or as a result of any virus being passed on. It is Your responsibility to take all prudent safeguards in relation to the prevention or corruptions of Your systems by viruses.