



# PLEASE READ THESE DELIVERY TERMS AND CONDITIONS CAREFULLY.

THE PURPOSE OF THIS DOCUMENT IS TO CLARIFY THE TERMS AND CONDITIONS OF SALE. IT IS IMPORTANT TO NOTE THAT BY PLACING AN ORDER WITH PRO-TECT GRP ENCLOSURES LTD, YOU ARE AGREEING TO DO SO IN ACCEPTANCE OF THESE STATED TERMS & CONDITIONS.

#### Financial Terms

1.1 Payment Terms: Payment terms are strictly 30 days from month end of initial invoice date, subject to satisfactory credit status. The price quoted is exclusive of VAT and inclusive of a 5% pre-applied prompt payment discount which is applicable for all payments made. If the customer has not made payment within 30 days from month end of initial invoice date Pro-Tect GRP will reapply the 5% discount and send an additional invoice for that amount to the customer. (Unless otherwise agreed in writing by Pro-Tect GRP).

If an order is placed for a kiosk and the customer postpones delivery further than the original specified lead time, Pro-Tect GRP will issue the invoice on a 'Bill and Hold' basis to the customer on the day of the original specified delivery date. The payment terms as stated above become applicable from that date (i.e. payment will be due 30 days from month end of invoice date)

Please note: Any order placed through Protect GRP enclosures ltd are strictly bound by Protect GRP payment terms and not of those stated by the purchasing company.

1.2 Title and Recovery of Goods: The title of our goods does not pass to the buyer until full payment has been received by Pro-Tect GRP. If payment is not made within our stated payment terms and conditions, we then reserve the right to enter any site location (regardless of site ownership) in order to secure and recover our goods. Under our collection conditions PRO-TECT will not be held responsible for any in situ equipment damage caused by the removal of our goods. This includes equipment being left open to the elements or equipment damaged during any stage of the removal process of our goods.

Any installed equipment that has previously been attached to our enclosure/s will need to be detached – by others - before collection of our goods. Failure to do so will result in the equipment being removed along with the removal of the enclosure. PRO-TECT will not be held responsible for any equipment damage caused during this process. All costs incurred during the removal of the enclosure will be the responsibility of the customer concerned and will be combined to any other outstanding costs and thoroughly pursued for legal recovery. Full site access to the goods being recovered must be made available to our recovery team. Anyone preventing access of recovery will be held personally responsible for any additional cost occurred due to any impediment of access of goods being recovered.

## **Cancellations and Adjustments**

- 2.1 Cancellation Policies: On receipt of order Pro-Tect GRP will issue drawings for approval, if for any reason the order is cancelled after receiving an order, but before commencement of manufacture, there will be a cancellation charge of 10% of the order value. If drawings have been approved and released for manufacture, the cancellation charge will be dependant on the stage of manufacture at that point and will be calculated and invoiced by Pro-Tect accordingly.
- 2.2. Specification and Pricing Adjustments The prices outlined in this quotation pertain strictly to the specified goods and their corresponding specifications detailed within this document. Should you have provided specific requirements or drawings with your inquiry, it is incumbent upon you to verify the alignment of our quotation with those specifications. In the event that an order is placed based on this quotation and subsequent alterations are necessary to meet the specified requirements, it is important to note that such changes may result in revised pricing. Any adjustments or modifications to the original specifications could incur additional costs. For clarity and accuracy in processing orders, any revisions to the initial specifications that impact pricing will necessitate an updated purchase order to proceed with the order fulfilment process
- **3.1 Storage Terms Post-manufacture** Once the manufacturing completion date has been confirmed by our production team, you will be contacted by our logistics/transport team to schedule a delivery date. If you are unable to accept delivery on the offered date, we will store the unit at our works free of charge for a period of 28 days from the confirmed delivery date. For example, if the delivery date is set for 5th June and you are unable to accept delivery, we will store the unit until 3rd July at no additional cost. Any further storage required from the 29th day will be charged at a flat rate of £75 ex VAT per week (Monday-Friday)."
- **3.2 Miscellaneous Provisions** Each delivery is considered a separate contract; thus, each is invoiced and payable independently, regardless of other deliveries or contracts. This structure ensures that each section and its provisions are easily identifiable and referable, providing clarity and ease of use for both the company and its customers.



## PLEASE READ THESE DELIVERY TERMS AND CONDITIONS CAREFULLY.

THE PURPOSE OF THIS DOCUMENT IS TO CLARIFY THE TERMS AND CONDITIONS OF SALE. IT IS IMPORTANT TO NOTE THAT BY PLACING AN ORDER WITH PRO-TECT GRP ENCLOSURES LTD, YOU ARE AGREEING TO DO SO IN ACCEPTANCE OF THESE STATED TERMS & CONDITIONS.

# **Delivery Information:**

**4.1.)** Responsibility for Site Preparation and Delivery: It is the responsibility of the customer to ensure that the site is adequately prepared for the delivery and offloading procedure. The customer must ensure that the site is accessible and that appropriate personnel are readily available to facilitate the offloading process. Suitable site access must be available for the lorry driver/HIAB operator to perform the offloading. If an extended reach is required, the customer must provide written notice to us at least one week prior to the delivery. An additional cost, if applicable, will be provided. If the lorry driver/HIAB operator is unable to attain suitable access and/or complete a successful offloading procedure due to unsuitable access/site conditions/site restrictions, the customer will be responsible for any delivery costs incurred, including, if applicable, the rescheduling of the delivery and offload procedure. In the event of any postponements or cancellations, the customer must provide a minimum of one week's written notice. Failure to provide such notice within this timeframe will result in the customer incurring a postponement/cancellation charge to cover the postponement/cancellation fee Pro-Tect GRP Enclosures will receive from the subcontracted haulier.

If the kiosk delivery is delayed by the customer, Pro-Tect GRP will allow free of charge storage at our works for a period of 1 month from the date of completion of manufacture. After this, we can discuss the option of storing the unit starting at £100 per calendar month, but this may be higher depending on unit size and the potential requirement of having it moved to another location for storage, as the transhipping will incur additional costs. Pro-tect also reserves the right to bill and hold the full costs of the order except for installation/delivery costs once the unit has been completed. (Added)

- **4.2.) Pallet Network Courier Deliveries:** Courier deliveries will operate on a standard service where deliveries are made between 9am-5pm, Monday-Friday unless otherwise agreed. Unfortunately, due to the nature of the courier delivery process, we are unable to provide specific delivery times. The delivery will be booked in line with the delivery confirmation email you will receive prior to delivery. In the unlikely event that you have not received your delivery by 17:00 on the advised date, please feel free to contact our Logistics Manager (Lewis@protectgrp.co.uk) and we will be happy to investigate the issue with the couriers and take appropriate action. Please note, whilst every effort will be made to deliver your order in a timely manner, if for any reason the couriers are unable to deliver on the date advised, Pro-tect GRP Enclosures Ltd will not be held liable for any costs incurred by the customer.
- **4.3) Offloading:** A tail lift can be requested however, please note this option cannot be guaranteed. Whilst the couriers are always happy to assist where possible, adequate offloading equipment is required at the delivery address, and it is ultimately the responsibility of the recipient to offload safely. If the customer does not have suitable offloading equipment on site, Pro-tect GRP Enclosures Ltd advises the customer to upgrade to a hiab delivery. Pro-Tect GRP enclosures ltd does not recommend that the customer hires any offloading equipment, but if the customer chooses to do so, it is entirely at their own risk and expense. Pro-Tect GRP Enclosures Ltd will not be held liable for any costs incurred by the customer in relation to sourcing offloading equipment.
- **4.4) Missed/Failed Delivery Charges:** Any delivery attempts made (on the date advised) that fail due to the fault/decision of the customer or recipient at the delivery address may result in missed delivery charges (up to the full amount of delivery). This includes but is not limited to delivery rejection by recipient at delivery address, closed premises, no persons available/authorised to sign for goods, unsuitable access to delivery address restricting delivery vehicle, incorrect/incomplete delivery address details, and delivery unable to be offloaded safely due to unsuitable/unsafe/no use of offloading equipment.
- **4.5) Lorry Deliveries (Including Hiab Offload):** Where a ready-built enclosure is to be offloaded by a HIAB lorry arranged by Pro-tect GRP enclosures ltd, there is a maximum time limit of 60 minutes for the HIAB offload. If the time taken to offload exceeds 60 minutes, there will be a charge of £75 per hour on a pro-rata basis. In addition, if a HIAB or crane lift is provided by Pro-Tect and the lift is postponed due to unforeseen/unpreventable/unavoidable circumstances, then any costs incurred due to the rescheduling of delivery and offload will be shared equally between PRO-TECT GRP enclosures ltd and the purchaser.

Please note certain Police forces may require a police escort for some deliveries. However, the costs associated with such escorts are not included in the quoted delivery fee. The necessity of a police escort will only be determined upon the entry of the wide load notice by the haulier at the time of booking the delivery. (Added)

The quoted delivery fee provided herein is an estimated cost and is subject to change at the time of delivery scheduling. Any potential increases in costs, including but not limited to haulier fees, shall be the responsibility of the customer.

**4.6) Lorry Deliveries (Offload by Others):** For deliveries where the customer has not booked or paid for the offload of the order (offload by others), please note that there is a maximum time limit of 60 minutes for the customer's arranged offloading method to be completed. If the time taken to offload exceeds 60 minutes, there will be a charge of £75 per hour on a pro-rata basis. In addition to the above, If for any reason, the customer does not fulfil their side of the agreement by successfully carrying out the offload, or if any delays caused by the customer's offloading arrangements prevent the offload from going ahead on the agreed date, the customer will be liable for all costs incurred, and Pro-Tect reserves the right to recall the delivery.



## PLEASE READ THESE ORDER RETURN TERMS AND CONDITIONS CAREFULLY.

THE PURPOSE OF THIS DOCUMENT IS TO CLARIFY THE TERMS AND CONDITIONS OF SALE. IT IS IMPORTANT TO NOTE THAT BY PLACING AN ORDER WITH PRO-TECT GRP ENCLOSURES LTD, YOU ARE AGREEING TO DO SO IN ACCEPTANCE OF THESE STATED TERMS & CONDITIONS.

THIS SECTION OUTLINES THE PROCEDURES AND RESPONSIBILITIES ASSOCIATED WITH RETURNING GOODS TO PRO-TECT GRP ENCLOSURES LTD AND IS AN INTEGRAL PART OF THE OVERALL DELIVERY AND COLLECTION TERMS AND CONDITIONS.

#### **RETURN OF GOODS:**

By proceeding with a collection arrangement, the customer acknowledges and agrees to adhere to the terms and conditions stipulated in this section regarding the return of goods.

- **5.1)** Eligibility: Bespoke orders, (including any bespoke additions made to our standard range units), will not be eligible for return. Please contact our sales department to discuss options.
- No returns will be accepted without prior agreement from Pro-Tect GRP. Should you wish to request a return, please contact our sales team to discuss the possibility for a return. (Sales@protectgrp.co.uk). Please note: all accepted returns are subject to a 15% restocking fee.
- **5.2) Return and Inspection:** In the event that a return of an order to Pro-Tect GRP Enclosures Ltd is initiated, it is imperative that the following conditions are met, and unless otherwise agreed upon, any costs associated with the return will borne by the customer. The returned order must undergo a thorough inspection to assess for any damages or discrepancies, before any replacement or refund can be processed.
- **5.3) Loading and Collection:** Unless otherwise agreed, the customer is responsible for loading the unit onto the collection vehicle. In instances where the unit is too large to be accommodated by a tail lift, the customer will is responsible for ensuring adequate loading equipment is available for the loading.
- **5.4) Packaging for Courier Collections:** For units initially delivered through the pallet network courier service, the customer is required to package the return unit in the same manner as it was originally delivered. This entails securing the unit to a pallet of equivalent size, utilising corner protection pieces, and ensuring the unit is securely wrapped in place.
- **5.5)** New Pallet Usage for Returns: In situations where the original pallet is unavailable, the customer may make use of a new pallet for the return. However, the new pallet must not exceed the dimensions of the original pallet. Should the replacement pallet exceed the designated dimensions, additional return charges may apply. Customers uncertain about pallet size should contact our logistics/transport department, which is responsible for collection arrangements, to confirm the appropriate pallet size.
- **5.6) Photographic Documentation:** To safeguard against potential transport-related damages, customers are strongly advised to capture clear and comprehensive photographs of the unit from all angles prior to its return. Any damages identified upon the return of the order to our facilities will incur rectification costs, which will be billed to the customer unless photographic evidence substantiates that the damage was not present prior to collection.
- **5.7) Collection Confirmation and Communication:** Upon confirming the collection details, Pro-Tect GRP will initiate communication with the customer. It is the customer's responsibility to diligently review the confirmation email and promptly notify Pro-Tect GRP Enclosures Ltd of any discrepancies or concerns. In the absence of such communication, the collection will proceed in accordance with the details outlined in the confirmation email.

### 5.8) Missed Collection Attempts

Any collection attempts made (on the date advised) that fail due to the fault/decision of the customer or recipient at the delivery address may result in missed collection charges (up to the full amount of collection). This may include, but is not limited to: collection by recipient at delivery address, closed premises, no persons available/authorised at the address to load goods, unsuitable access to collection address restricting collection vehicle, incorrect/incomplete collection address details, and collections unable to be loaded safely due to absence of suitable/safe lifting equipment.