

TERMS & CONDITIONS



I. QUOTATIONS

1. All quotations are made and all orders are accepted subject to the following terms and conditions. All quotations are subject to alteration. Orders only become binding with written confirmation from us. Telephone / oral agreements and arrangements must be confirmed by us in writing before they can come into effect.
2. Documents enclosed with quotations such as diagrams, drawings and indications of weight should be viewed as approximate and shall not be binding upon us.
3. PILZ Ireland retain copyright on all price quotations, drawings and other documents. They should not be made available to a third party and, if requested to do so, should be returned if no order is placed.

II. PRICE

1. All prices are subject to alteration.
2. Unless otherwise agreed in writing, prices are ex-works, excluding VAT, carriage, packing and installation.

III. OWNERSHIP

1. All goods remain the property of PILZ Ireland until payment of all sums due has been received in full. If payment of the price or of any other sums due to PILZ Ireland is overdue, PILZ Ireland reserve the right to recover and dispose of the goods with no claim from the purchaser.
2. The purchaser has the right to sell the goods within the framework of his normal business operation.
3. The purchase may combine the goods with other objects, whether by the process of manufacture or otherwise. In such an event, the property of the goods contained in the combination remains with PILZ Ireland until all sums due to them are paid in full.

IV. SETTLEMENT TERMS

1. All invoices are due net 30 days from the date of invoice. PILZ Ireland reserve the right to charge interest at the rate of 2% per month on invoices outstanding over 60 days.

V. NEW ACCOUNTS

1. Anyone wishing to open an account with PILZ Ireland should send a cheque with their first order to cover the full amount including VAT and carriage, or should provide PILZ Ireland with one bank and two trade references. We reserve the right to grant or refuse credit or discontinue credit facilities at any time.

VI. DELIVERY, TRANSFER OF RISK, DESPATCH

1. The delivery period begins on the day PILZ Ireland receive written confirmation of the order and acceptance of all the terms contained therein.
2. Delivery times are quoted as accurately as possible, but should be regarded as approximate. PILZ Ireland are not liable for failure to dispatch within delivery times quoted.
3. The risk in the goods supplied by PILZ Ireland passes to the purchaser upon delivery.
4. PILZ Ireland are not liable in any way for the cancellation of any order or the postponement of any delivery due to circumstances beyond their control.
5. PILZ Ireland reserve the right to withhold delivery if any serious doubt exists as to the purchaser's ability to settle his account.

VII. LOSS OR DAMAGE IN TRANSIT

1. We shall repair or replace free of charge goods damaged or lost in transit, provided written notification of damage or non-delivery is given

in sufficient time to enable us to comply with the carriers own conditions of carriage as affecting loss or damage in transit.

VIII. WARRANTY

1. PILZ units are guaranteed for 12 months from date of delivery, provided any defects arise solely from faulty design, materials or workmanship.
2. PILZ Ireland can accept no responsibility for goods which have been the subject of undue wear and tear, accident, misuse, improper application or neglect.

IX. RETURNS

1. PILZ Ireland will only accept returns under guarantee if accompanied by documentation stating when the unit was purchased and the apparent cause of failure.
2. PILZ Ireland reserve the right to exchange, repair or refund payment in respect of all goods returned.
3. Return of non-faulty goods will only be acceptable under certain circumstances. In such cases a handling charge will be made where it is established that the reason for their return was not through any error on the part of PILZ Ireland. This may be substantial as items will be returned to Germany for test and inspection.

X. LEGAL CONSTRUCTION

1. These general conditions of sale shall in all respects be construed and operate in accordance with Irish law.

PILZ Ireland Industrial Automation
(Distribution)
Cork Business & Technology Park
Model Farm Road
Cork, Ireland.

