PILGRIM
Construction
Solutions

Pilgrim Construction Solutions Ltd Terms and Conditions of Sale

1. Definitions

"Company" means Pilgrim Construction Solutions Ltd.
"Customer" means the person or business purchasing Goods.
"Goods" means all materials supplied by the Company.
"Contract" means any agreement between the Company and the Customer.
"Price" means the agreed price for the Goods.

2. Application of Terms

These Conditions apply to all Contracts and shall override any terms proposed by the Customer unless expressly agreed in writing by a director of the Company.

Acceptance of delivery, payment, or placing an order constitutes acceptance of these Conditions.

3. Primacy of Terms

The Company expressly rejects any terms put forward by the Customer, including purchase order terms.

- Any reference by the Customer to its own terms shall have no effect
- The Company's terms prevail unless explicitly agreed otherwise in writing by a director
- Performance of the Contract shall not be deemed acceptance of Customer terms

4. Quotations and Orders

Quotations are non-binding and subject to change.

The Customer is responsible for ensuring all specifications, quantities, and suitability before placing an order.

5. Product Suitability and Technical Responsibility

The Company supplies materials only.

- The Company does not provide design services
- The Company does not provide installation services

- The Customer is responsible for specification and compliance
- The Customer must ensure suitability for intended use

6. Delivery

Delivery dates are estimates only and not binding.

- Time is not of the essence
- No liability for delay or resulting losses
- Risk passes on delivery

7. Inspection and Defects

The Customer must inspect Goods upon delivery.

- Visible defects must be reported within 7 days
- Latent defects must be reported within a reasonable time
- Failure to notify may invalidate claims

8. Warranty and Remedies

The Company may, at its discretion:

- Replace defective Goods
- Refund the purchase price

This shall be the Customer's sole remedy.

9. Installation and Use

The Company shall not be liable for:

- Installation methods
- Workmanship
- Substrate conditions
- Use with other materials
- Site conditions

10. Exclusion of Costs

The Company shall not be liable for:

- Labour costs
- Removal or reinstallation costs
- Access or equipment costs
- Project delays
- Liquidated damages

- Third-party claims

11. Limitation of Liability

Total liability shall not exceed the Price paid for the Goods.

12. Exclusion of Consequential Loss

The Company shall not be liable for:

- Loss of profit
- Loss of business
- Loss of contract
- Delay damages
- Any indirect or consequential loss

13. Causation

The Company shall not be liable where loss arises from:

- Incorrect installation
- Use outside specification
- Third-party materials
- Design decisions
- Site or structural conditions

14. Retention of Title

Ownership of Goods remains with the Company until full payment is received.

15. Payment Terms

Payment terms are as stated in quotation or invoice.

- Late payments may incur interest
- The Company may suspend supply for non-payment

16. Force Majeure

The Company shall not be liable for delays caused by events beyond its control.

17. Entire Agreement

This Contract constitutes the entire agreement between the parties.

18. Governing Law

This Contract is governed by English law and subject to English courts.