

**These Terms and Conditions apply to the general sale of goods and services from Pimbrook. They are subject to change without prior notification and were last updated on the 16/02/2023.**

## 1. Pricing

1. Unless otherwise specified by Pimbrook in writing:
  - i) All prices are exclusive of Value Added Tax and are quoted in euro
  - ii) Each quotation is for the stipulated quantities only and shall not apply to any other quantity or to any other enquiry or order.
2. A specified deposit on all software is required prior to software dispatch, unless otherwise agreed in writing. All software under €600 (ex vat) requires a 100% deposit.
3. All support fees will be invoiced from date of agreement unless by prior written agreement between the Company and the Buyer.
4. Quotes are valid for 30 days only.
5. Sage Services is product dependent. With certain products the Sage Services is obligatory to keep the software licensed and available for use.
6. Our terms for settlement of invoices are strictly 30 days from date of issue.
7. Quotations for installation and training are provided at our standard rates. Any additional time required will be charged at these rates.
8. Additional freight charges may be imposed on software orders below €500.
9. Retention of Title: Please note that ownership of the software will not pass to you until the invoice is paid in full. In accordance with European Communities (Late Payment in Commercial Transactions) Regulations 2002, Pimbrook Ltd reserves the right to charge interest on overdue accounts. Overdue balances will be charged at a rate of 8% per annum over the current applicable ECB main refinancing rate plus associated recovery rates.
10. Subscription: Products and services offered on subscription payment terms must be paid for at the start each subscription period. Failure to pay this subscription will result in the goods or services being withdrawn. A fee maybe incurred to reinstate a product or service following it being withdrawn due failure to pay its subscription.

## 2. Delivery

Pimbrook shall not be liable;

- i) For any damage or defect in the goods unless damage is noted on the delivery docket and notification is given to Pimbrook (and to the Carrier, if any, concerned) at the time of delivery. ALL GOODS therefore must be checked at delivery point.

ii) Projected dates for delivery of the goods (or any part thereof) are estimated only and Pimbrook shall accordingly not be liable for any loss, consequential or otherwise, arising from delay in effecting delivery.

iii) In the event of the buyer's failing to accept delivery of the goods on the date stipulated for delivery, Pimbrook shall be at liberty to impose a charge for additional freight/ handling/ storage of the goods until such time as the delivery is accepted.

iv) The buyer shall accept any such additional costs arising due to goods being delivered outside normal working hours or in partial loads.

### 3. Returns

1. A re-stocking charge of 35% will be applied on written cancellation of all orders.

2. Goods that are non-stock items for Pimbrook will not be accepted for return.

### 4. Cancellations

1. Cancellation by the buyer of any order, or part thereof, can be accepted by Pimbrook in agreement only and on condition that the buyer agrees to discharge, and discharges, all costs and expenses incurred by Pimbrook consequent on such cancellation.

2. No order cancellations will be approved after delivery has taken place.

3. If a buyer cancels or postpones a booked job within 3 working days of the booking date, Pimbrook may charge a rescheduling fee.

### 5. Social Media

It is prohibited for visitors to upload any defamatory, offensive or abusive comments. Any such content will be removed by Pimbrook Limited.

### 6. Privacy and Data Protection

Pimbrook may collect and use data from the buyer in the course of our trading activity. Please see our [privacy policy](#) for details of what data we may collect and use and how we protect this.