



Team Frames – Terms & Conditions of Sale

August 2025

1. INTERPRETATION

1.1 In these conditions:

‘BUSINESS DAY’ means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

‘BUSINESS HOURS’ means the period from 9am to 5pm on any Business Day.

‘BUYER’ means the person who accepts a Quotation of the Seller for the sale of the Goods or whose Order for the Goods is accepted by the Seller in accordance with these Conditions.

‘CONDITIONS’ means the standard terms and conditions of sale set out in this document as amended from time to time and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Seller.

‘CONTRACT’ means the contract for the purchase and sale of the Goods in accordance with the Conditions.

‘DELIVERY LOCATION’ has the meaning given in clause 6.

‘FORCE MAJEURE EVENT’ means an event, circumstances or cause beyond a party’s reasonable control.

‘GOODS’ means the goods (including any instalment for the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

‘PRICE’ means the price of the Goods determined in accordance with clause 4.

‘QUOTATION’ means a quotation given by the Seller to the Buyer in response to a Request for a Quotation, and which may include a specification and the Price of the Goods.

‘REQUEST FOR A QUOTATION’ means a request by the Buyer for a Quotation for certain Goods (and which, if given in accordance with clause 2.4, is referred to as an ‘ORDER’).

‘SELLER’ means TEAM FRAMES LIMITED whose registered office is at 26-36 Hawthorn Road, Eastbourne, East Sussex, BN23 6QA (Company number 04601529).

‘SPECIFICATION’ means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the Seller.

‘WRITING’ includes facsimile transmission, email and comparable means of communications.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

- 1.4 Any reference in these conditions to legislation or a legislative provision shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and shall include all subordinate legislation made under that legislation or legislative provision.
- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the same of the words preceding those terms.
- 1.6 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with these Conditions, and all other terms and/ or conditions, including any terms and/or conditions of the Buyer subject to which any Quotation is accepted or purported to be accepted, or any Request for a Quotation is made, are specifically excluded. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3 Unless the parties otherwise agree in Writing in accordance with clause 2.4, any Quotation given by the Seller for the sale of Goods shall be an offer by the Seller to sell the Goods in accordance with the Quotation and these Conditions, and shall be open to the acceptance by the Buyer for a period of 30 days from the date of the Quotation, at which time if not accepted it will be deemed to be withdrawn. Any acceptance by the Buyer of the offer must be in Writing and communicated to the Seller, and on receipt of the acceptance there will be a Contract for the sale and purchase of the Goods.
- 2.4 The Buyer and the Seller may agree in Writing that any Request for a Quotation is to be an Order for the Goods (in which case the Order will constitute an offer by the Buyer to buy the Goods), and the Quotation given by the Seller will then be the acceptance of the offer, and there will be a Contract for the sale and purchase of the Goods when the Quotation is given by the Seller accepting the Order.
- 2.5 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

- 2.6 Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application, installation or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.7 Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures and social media are produced for the sole purpose of giving and approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.8 Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS

- 3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Request for a Quotation (including any applicable Specification) submitted by the Buyer, and for giving the Seller all necessary information relating to the Goods to enable the Seller to provide a Quotation and to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Quotation (if accepted by the Buyer) or the Buyer's Order (if accepted by the Seller). In the case of any conflict between the Buyer's Order, and the Quotation, the terms of the Quotation will prevail.
- 3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all liabilities, loss, damages, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) awarded against, suffered, or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person arising out of or in connection with the Seller's use of the Buyer's specification. This clause 3.3 shall survive termination of the Contract.
- 3.4 The seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.5 No Contract may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller arising out of or in connection with cancellation.

4. PRICE OF GOODS

- 4.1 The Price of the Goods shall be the price set out in the Quotation or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of delivery. All prices quoted are valid for 30 days, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller may, by giving notice to the Buyer at any time up to 30 Business Days before delivery, increase the price of Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Seller's control (including foreign exchange fluctuation, increases in taxes and duties, and increase in labour, materials and other manufacturing costs);
 - (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 4.3 Except as otherwise stated under the terms of any Quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all Prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.4 The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the Price of the Goods on or at any time after the Contract is entered into.
- 5.2 The Buyer shall pay the Price for the Goods in cleared funds within 30 days of delivery of the Goods or such other period as may be agreed between the Buyer and the Seller in Writing: The time of payment of the Price shall be of the essence of the Contract. Receipts for the payment will be issued only upon request.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1 cancel the Contract or suspend any further deliveries to the Buyer
 - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer):

- 5.3.3 cancel any other Contracts which the Seller may have with the Buyer or suspend any further deliveries due to the Buyer under such other Contracts but the Seller shall be entitled to recover the Price or the balance of the Price due from the Buyer pursuant to such other contracts
 - 5.3.4 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of five per cent per annum above the base rate from time to time of Barclays Bank Plc, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);
 - 5.3.5 recover from the Buyer any legal costs the Seller shall incur recovering the payment.
- 5.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. DELIVERY

- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises within 7 Business Days or such other period as the parties may agree after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for the delivery is agreed by the Seller, by the Seller delivering the Goods to that place ('DELIVERY LOCATION').
- 6.2 Delivery is completed in the case of the Buyer collecting the Goods at the Seller's premises on the completion of the loading, or where the Seller delivers the Goods on completion of the unloading of the Goods at the Delivery Location.
- 6.3 Any dates provided for the delivery of the Goods are approximate only, and the Seller shall not be liable for any delay in delivery of the Goods however caused. Although the Seller will use all reasonable endeavours to deliver the Goods in accordance with the dates provided for delivery, time for delivery shall not be of the essence of the Contract, and the Seller shall in no circumstances have any liability to the Buyer for any delay in delivery caused by whatever reason. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract, which shall be invoiced and paid for separately, and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to cancel any other instalments of the Contract or treat the Contract as a whole as repudiated.
- 6.5 Without prejudice to the provisions of clause 6.3, if the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or any fault of the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. The Seller shall in no circumstances have any liability for any failure to deliver the Goods resulting from any cause beyond the Seller's reasonable control or any fault of the Buyer.

- 6.6 If the Buyer fails to take or accept delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for the delivery then, without prejudice to any other right or remedy available to the Seller,
- 6.6.1 delivery of the Goods shall be deemed to have been completed at 9am on the third Business Day after the day on which the Seller notified the Buyer that the Goods were ready and
 - 6.6.2 the Seller may store the Goods until actual delivery and charge the Buyer for all related costs and expenses (including insurance).
- 6.7 If ten Business Days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted actual delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. RISK AND PROPERTY

- 7.1 Risk in the Goods shall pass to the Buyer on completion of delivery:
- 7.1.1 in the case of Goods to be delivered at the Seller's premises, on collection by the Buyer, except that, if the Buyer fails to take delivery of the Goods at the time stated for delivery, risk in the Goods will pass to the Buyer at the time stated for delivery; or
 - 7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall:
- 7.3.1 hold the Goods as the Seller's fiduciary agent and bailee;
 - 7.3.2 keep the Goods separate from those of the Buyer and third parties and properly stored, maintained in satisfactory condition, protected and insured against all risks for their full price from the date of delivery, and identified as the Seller's property;
 - 7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.4 give the seller such information as the Seller may reasonably require from time to time relating to the Goods and the ongoing financial position of the Buyer.
- 7.4 Subject to clause 7.5 the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- 7.4.1 it does so as principal and not as the Seller's agent; and
 - 7.4.2 title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

- 7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time.
- 7.5.1 by notice in writing, terminate the Buyer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business; and
 - 7.5.2 to require the Buyer to deliver up all Goods in its possession to the Seller that have not been resold, or irrevocably incorporated into another product and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored in order to recover them.
- 7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. PRODUCT GUARANTEE AND WARRANTIES

- 8.1 The Seller warrants the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the period specified in clause 8.2 from the date of their delivery by the Seller to the Buyer, subject to the conditions set out in this clause 8 (and in particular the Buyer should note clause 8.4.16 and 8.5)
- 8.2 The period of the guarantee shall be as specified in Appendix 1: PVCu Product Guarantee Chart & Appendix 2: Aluminium Product Guarantee Chart.
- 8.3 Only Goods supplied directly to the Buyer by the Seller will be covered by this Guarantee. The Buyer may not assign the terms of this Guarantee to any third party.
- 8.4 This guarantee is given by the Seller subject to the following conditions:
- 8.4.1 the Seller shall have no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
 - 8.4.2 the Seller shall have no liability in respect of any defect arising from misuse, fair wear and tear, wilful damage, negligence of the Buyer, lack of or inadequate maintenance, incorrect or negligent operation, abnormal working conditions, toxic or other environmental influences including but not limited to frost, exposure to salt water or sea air, thermal effect, chemical damage, defective fitting (other than if the Goods have been fitted by the Seller under a separate contract), blockages in the drain path on the window system, settlement of the building in which the Goods are installed, failure to follow the Seller's instructions (whether oral or in writing), or misuse, alteration, modification or repair of the Goods without the Seller's written approval;
 - 8.4.3 the Seller shall have no liability where the Goods have been exposed to any processing after delivery, such as painting, sand blasting, grinding, etching, sticking on, or any other surface treatment or where it has been damaged by external conditions;
 - 8.4.4 the Seller shall have no liability under the above guarantee (or any other warranty, condition or guarantee) if the Price for the Goods has not been paid by the due date for payment;

- 8.4.5 the Seller shall have no liability for minor imperfections in the glass. All glass within the Goods shall be of satisfactory quality but as glass manufacturers the Seller does not warrant against minor imperfections;
- 8.4.6 the Seller shall have no liability under the above guarantee in respect of Goods manufactured using woodgrain PVC-U extrusion where the defect is a direct or indirect result of thermal expansion of the PVC-U extrusion;
- 8.4.7 the Seller shall have no liability under the above guarantee in respect of Goods manufactured using aluminium extrusion where the defect is a direct or indirect result of thermal expansion of the aluminium extrusion;
- 8.4.8 the Buyer shall be responsible for ensuring that the Goods ordered by it comply with all safety and other regulations which may apply in respect of the installation and use of the Goods and that the Goods are fit and suitable for their intended purpose;
- 8.4.9 the Seller does not warrant that the Goods will reduce or eliminate condensation and the warranty does not apply to exterior condensation appearing outside the cavity (whether indoor or outdoor);
- 8.4.10 the Seller shall use its reasonable endeavours to colour match sections of PVC-U but no liability is accepted for shading differentials which may occur particularly in dark colours; the Seller shall use its reasonable endeavours to match the colour and gloss level of the polyester coating on sections of aluminium to a specified RAL number and to maintain an even shade of silver satin anodised aluminium but no liability is accepted for shading differentials which may occur particularly in dark colours and silver satin anodised;
- 8.4.11 the Seller shall have no liability in respect of any incorrect measurements. The Buyer acknowledges that measurements may be plus or minus 3mm and that manufacturing tolerance are taken as overall sizes and no allowance will be made for fitting;
- 8.4.12 the Seller shall have no liability for any damage to the Goods during unloading from a vehicle in which they are delivered by the Seller to the Buyer (unless the damage is caused by the Seller while unloading the Goods);
- 8.4.13 the Seller does not warrant that the Goods are resistant to attempted and/or unauthorised entry. The Buyer acknowledges that compliance with PAS24 or ABI guidelines does not deem the Goods to be fully resistant to attempted and/or unauthorised entry;
- 8.4.14 the Seller shall have no liability under the guarantee in respect of Goods which it manufactures to the specification or size requested by the Buyer which is other than a standard specification or size as described in the Seller's product manual;
- 8.4.15 the Seller shall have no liability in respect of sealed units with vent holes (unless made from toughened glass) and frames manufactured outside of the Company's published maximum sizes;
- 8.4.16 the Seller's liability under this guarantee in respect of Goods supplied to the Seller by any third party shall be limited to the period and terms of the guarantee provided to the Seller by the supplier of the Goods to the Seller. Where the period of the guarantee from the Seller is unclear, the Buyer should check the period and terms of the guarantee with the Seller before ordering the Goods.

- 8.5 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.6 Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.
- 8.7 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall be notified to the Seller within 3 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Prices as if the Goods had been delivered in accordance with the Contract.
- 8.8 The Seller shall have no liability for shortages or errors unless they are reported to the Seller in writing within 3 days of delivery and in any event no such liability shall arise after the Buyer has signed a delivery acceptance note.
- 8.9 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer. Without prejudice to the generality of the foregoing, the Seller will not be responsible for the labour or other costs of dismantling and installing or spare part replacement.
- 8.10 Any replacement Goods supplied under this Guarantee may vary from those originally supplied and may be subject to variation from the manufacturer's specification or design.
- 8.11 The Seller will not provide replacements for any Goods until it has determined they are defective or fail to meet their specification and are covered by the terms of this Guarantee. If the Buyer requires replacements prior to this confirmation, the Seller will endeavour to supply them but the Seller will invoice the Buyer for such replacement Goods. The Seller will then issue a credit note to the Buyer if it determines that the Goods are defective or fail to meet their specification and are covered by this Guarantee. Where a claim is made under this warranty, the Seller reserves the right to charge a fee of £5200 plus VAT to the Buyer which will be refundable should the Seller consider the claim to be covered by this warranty.

9. LIABILITY

- 9.1 The limits and exclusions in this clause reflect the insurance cover the Seller has been able to arrange and the Buyer is responsible for making its own arrangements for the insurance of any excess liability.

- 9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 9.4 The Seller shall not in any circumstances have any liability to the Buyer for any failure to perform any of the Seller's obligations in relation to the Goods if such failure results from a Force Majeure Event or was otherwise due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 9.4.1 act of God, explosion, earthquake, collapse of building, flood, tempest, fire, drought, or other national disaster, or accident;
 - 9.4.2 epidemic or pandemic;
 - 9.4.3 nuclear, chemical or biological contamination or sonic boom;
 - 9.4.4 terrorist attack, war or threat or preparation for of war, armed conflict, sabotage, insurrection, civil commotion or riots or disturbance or requisition, imposition of sanctions, embargo or breaking off of diplomatic relations;
 - 9.4.5 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority including failing to grant a necessary licence or consent;
 - 9.4.6 import or export regulations or restrictions or embargoes, quotas or prohibitions;
 - 9.4.7 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 9.4.8 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 9.4.9 non-performance by suppliers or subcontractors;
 - 9.4.10 power failure, breakdown in machinery or interruption or failure of utility service.
- 9.5 Notwithstanding any other provision in these terms, the liability of the Seller (other than in respect of death or personal injury caused by the Seller's negligence) in respect of any Goods supplied by the Seller shall be limited to the Price of such Goods.
- 9.6 This clause 9 shall survive termination of the Contract.

10. BUYER WARRANTIES AND UNDERSTANDING

The Buyer must not make any statements, representations or claims and must not give any warranties on behalf of the Seller to any customer or potential customers in respect of the Goods, save as may have been specifically authorised by the Seller, such authority to be given in writing at the relevant time. The Buyer undertakes with the Seller to keep the Seller fully and effectively indemnified against all claims, demands, losses, expenses and costs the Seller may incur as a result of any breach by the Buyer of this provision or any other provision contained in these Conditions.

11. INSOLVENCY OF BUYER

- 11.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of being notified in writing to do so;
 - (b) the Buyer takes any step or action in connection with, or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - (d) the Buyer suspends, threatens to suspend, ceases, or threatens to cease, to carry on all or a substantial part of its business; or
 - (e) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
 - (f) the Buyer's financial position deteriorate so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- 11.2 Without limiting its other rights or remedies the Seller shall be entitled to suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 11.1 or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 11.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. INTELLECTUAL PROPERTY

The design of the Goods is the sole property of the Seller and the Buyer shall not copy them or any part of them without the consent in Writing of the Seller which consent may be given or refused in the absolute discretion of the Seller.

13. GENERAL

- 13.1 Assignment and other dealings
- 13.1.1 The Seller may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - 13.1.2 The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Seller.
- 13.2 Notices
- 13.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - 13.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 13.2.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
Seller: joel.ufton@teamframes.co.uk
Buyer: The email address set out on the order form.
 - 13.2.2 Any notice shall be deemed to have been received:
 - 13.2.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 13.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 13.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

13.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 13.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

13.4 Waiver

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

13.6 Entire agreement

13.6.1 The Contract constitutes the entire agreement between the parties.

13.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.7 Third party rights

13.7.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.8 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in Writing and signed by the parties (or their authorised representatives).

13.9 Governing law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.10 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

13.11 By ordering or accepting a quotation for any Goods following receipt of or an opportunity to look at or request a copy of these Conditions, the Buyer is deemed to accept these Conditions and these Conditions will be incorporated into the Contract.

I have read and understood these Conditions of Sale and acknowledge receipt of a copy of same.

Signed:

Name:

Date:

Business:

Position:

APPENDIX 1: PVC Product Guarantee Chart 2025

APPENDIX 2: Aluminium Product Guarantee Chart 2025



PVCu

Product Guarantee Chart

Issue – August 2025

Window Items	10 Years	5 Years	3 Years	1 Year
PVCu profile all colours	✓			
PVCu Window Furniture Construction	✓			
PVCu Furniture Surface Finish	✓			
Sealed Units inc Triple Glazed & Decorative	✓			
Night Vents	✓			
Glazed in Vents	✓			
PVCu Window Hinges, Espags, Shootbolts & keeps	✓			
Door Items				
PVCu Profile all colours	✓			
PVCu Door Furniture Construction	✓			
PVCu Door Furniture Surface Furniture	✓			
Sealed Units inc Triple Glazed & Decorative	✓			
Infill Panel Moulded & Flat	✓			
Composite Door Slab	✓			
Locks for PVCu Resi & Stable	✓			
Locks for all Composite	✓			
Lock Cylinder		✓		
Composite Door Furniture Construction	✓			
Composite Door Furniture Surface Finish	✓			
In Line Patio Construction	✓			
BiFold Furniture Construction	✓			
BiFold Furniture Surface Finish	✓			
Aluminium Low Threshold	✓			
Catflap			✓	
Conservatory Roofs				
White Victorian System & PC500	✓			
Coloured/ Foiled Victorian System & PC500	✓			
Electrical Components & Ironmongery				✓

Appendix 1. This chart is to be read in conjunction with Terms & Conditions of Sale

Guarantees are subject to regular maintenance and installation terms / conditions.

Maintenance should be carried out at least twice a year or more frequently depending on the installation environment.

Environment examples such as:

- Less than 5km of the coast or estuaries of large rivers
- Industrial areas with emissions of chemicals fluorides, gases and / or materials
- Urban areas with high emissions of exhaust / combustion gas
- Exposure to large traffic such as motorways, railways and airports
- Aggressive atmospheres (e.g. swimming pools, water treatment industry, laboratories or pollution by animals etc)

More details on this and the maintenance can be found on <http://www.teamframes.co.uk/brochures>



Aluminium

Product Guarantee Chart

Issue – August 2025

Window Items	10 Years	5 Years	3 Years
Aluminium Profile all colours	✓		
Aluminium Window Furniture Construction	✓		
Aluminium Window Furniture Surface Finish	✓		
Sealed Units inc Triple Glazed & Decorative	✓		
Night Vents	✓		
Glazed in Vents	✓		
Aluminium Window Hinges, Espags, Shootbolts & keeps	✓		
Door Items			
Aluminium Profile all colours	✓		
Aluminium Door Furniture Construction	✓		
Aluminium Door Furniture Surface Finish	✓		
Aluminium Door Commercial Furniture			✓
Sealed Units inc Triple Glazed & Decorative	✓		
Infill Panel Flat	✓		
Locks for Aluminium Resi Doors	✓		
Lock Cylinder		✓	
Aluminium In Line Patio Construction	✓		
Aluminium BiFold Furniture Construction	✓		
Aluminium BiFold Furniture Surface Finish	✓		
Aluminium Low Threshold	✓		
Catflap			✓

Appendix 1. This chart is to be read in conjunction with Terms & Conditions of Sale

Guarantees are subject to regular maintenance and installation terms / conditions.

Maintenance should be carried out at least twice a year or more frequently depending on the installation environment.

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