

## 1. INTERPRETATION

1.1 In these conditions:

**'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 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.

**'GOODS'** means the goods (including any instalment for the goods or any parts for them) or work or services performed by the Seller which the Seller is to supply in accordance with these Conditions.

**'PRICE'** means the price of the Goods.

**'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 requesting 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 LTD whose registered office is at 26-36 Hawthorn Road, Eastbourne, East Sussex BN23 6QA (Company number 04601529).

**'WRITING'** includes telex, cable, facsimile transmission, email and comparable means of communications.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. 1.3 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 conditions, including any terms and 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.

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 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 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 recommendation 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 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 loss, damages, costs and expenses awarded against 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 which results from the Seller's use of the Buyer's specification.

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are acquired to conform to any applicable statutory or EC 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 as a result of 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 the Quotation. 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 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.

4.3 The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.4 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 14 days of delivery of the Goods or such other period as may be agreed between the Buyer and the Seller in writing. If the Seller so requests, the Buyer will on the Contract being agreed provide the Seller with a cheque for the Price post-dated to the due date for payment. The time of payment of the Price shall be of the essence of the Contract. Receipts for 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 percent 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).

### 6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for

Doc Title: Team Frames Conditions of Sale | Doc Owner: GM | Doc Ref F006 | Rev Status: 1.0 | Issue Date: 27.02.20 | Page 3 of 9

collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Any dates quoted 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 quoted for delivery, time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing, 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.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract 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 treat the Contract as a whole as repudiated.

6.4 Without prejudice to the provisions of clause 6.2, 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

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable cost (including insurance) of storage; or

6.5.2 sell 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

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 hold the Good as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 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 to require the Buyer to deliver up to the Goods to the Seller 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 and repossess the Goods.

7.5 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 that 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 clauses 8.4.14 and 8.5.)

8.2 The period of the guarantee shall be as specified in Appendix 1: Team Frames PVCu Product Guarantee Chart [F006a] & Appendix 2: Team Frames Aluminium Product Guarantee Chart [F006b].

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, abnormal working conditions, toxic or other environmental influences, defective fitting (other than if the Goods have been fitted by the Seller), 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 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;

8.4.4 all glass within the Goods shall be of good quality but as glass manufacturers will not warrant against minor imperfections the Seller shall not be liable for any such minor imperfections;

8.4.5 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; 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.

8.4.6 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;

8.4.7 the Seller does not warrant that the Goods will reduce or eliminate condensation;

8.4.8 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 on silver satin anodised aluminium but no liability is accepted for shading differentials which may occur particularly in dark colours and silver satin anodised;

8.4.9 measurements plus or minus 3mm. manufacturing tolerance are taken as overall sizes and no allowance will be made for fitting;

8.4.10 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) shall be the liability of the Buyer;

8.4.11 Compliance with PAS24 or ABI guidelines does not deem the Goods to be fully resistant to attempted and/or unauthorised entry, and the Seller does not guarantee that the Goods are resistant to attempted and/or unauthorised entry;

8.4.12 any warranty given by the Seller shall not apply to 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;

8.4.13 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;

8.4.14 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 7 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 Price 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.

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.

## 9. LIABILITY

9.1 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.

9.2 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 was 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:

9.1.1 Act of God, explosion, flood, tempest, fire or accident;

9.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.1.4 import or export regulations or embargoes;

9.1.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

9.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.1.7 power failure or breakdown in machinery.

9.3 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.

### **10. BUYER WARRANTIES AND UNDERTAKING**

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 This clause applies if:

11.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) ; or

11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

11.1.4 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.

11.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but

not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

### **12. INTELLECTUAL PROPERTY**



## Conditions of Sale



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 The Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.5 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

13.6 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:	
Print Name:	
Date:	
Business:	
Position:	

Appendix 1: Team Frames PVCu Product Guarantee Chart [F006a]

Appendix 2: Team Frames Aluminium Product Guarantee Chart [F006b].