



Retail Sale / Installation Terms & Conditions

In these conditions of sale, "The Company" means FrameX Limited, whose office is at 3 Bowness Mill, Waterfoot, Rossendale, Lancashire, BB4 9JZ. "The Customer" means the person, firm or company from whom an order is accepted by the Company. "Goods" means goods or services which are subject of such an order be it placed verbally or in writing.

1. The Customer agrees to purchase and have installed the Goods specified in the form of an order.
2. Orders are individually manufactured and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
3. All prices are subject to VAT at the current rate at the time of invoicing.
4. The total outstanding balance is payable immediately after the Goods have been properly installed or delivered in accordance with the terms of the contract. Payment is to be made to the installer in cash or by cheque made payable to the Company. Any outstanding balances not paid in full by the Customer on the date of the installation will be compounded at a monthly interest rate of 2.5%
5. This order is accepted by the Company subject to a final technical survey, which will be carried out in daylight hours.
6. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit or monies in respect of the contract will be refunded in full by the Company.
7. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct.
8. Risk shall pass to the Customer when Goods leave the Company's premises where the Customer collects. Risk shall pass to the Customer when Goods have been installed by the company.
9. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
10. The Customer agrees to permit access to the Company, its servants and workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the product supply cost becomes payable.
11. The Customer will provide the free use of a reasonable amount of water and electricity.
12. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for damage or re-decoration.
13. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works or for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation.
14. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence.
15. The Company does not take any responsibility for damage caused to any of the above if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
16. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
17. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement.
18. The Customer shall be deemed to have accepted the Goods if not rejected within twenty-four hours of delivery or collection or immediately in the event of the Customer having signed a note of acceptance or delivery. Rejection subsequently will not be acceptable to the Company.
19. Any product guarantee will come into effect immediately upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the Company on the due date.
20. It should be clearly understood that no alteration or cancellation of the order, if signed by the Customer "subject to building society/bank/finance company approval", can be made, unless written confirmation of the refusal of finance received from the building society/bank/finance company concerned is provided to the Company. At that time, this Contract will be deemed to be null and void and any deposit which has been paid will be returned to the Customer.

21. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such expended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company. In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay on the Customer's account is operating.
22. The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.
23. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation.
24. The Company will repair or replace all goods which are or become defective by reason of faulty materials or workmanship in line with our written guarantee.
25. The Customer should ensure that any representation or promise made before or at the time of signature to the contract not included in the printed form of the contract is added in writing on the face of the contract and is signed by the both the Customer and the Company or its agent. In this way, there will be no doubt as to the terms of the representation or promise.
26. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
27. The formation, construction and performance of this agreement or shall be governed in all by English Law.
28. The Company Warrants that, Frames shall be free from defects caused by faulty manufacture for 10 years, Glass and glass sealed units shall be free from defects for 10 years and all furniture shall be free from defects for 1 year.

Trade Sale Terms & Conditions

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1. APPLICATION OF THESE TERMS

(i) These Terms shall apply to all commercial dealings between the Company and the Customer and all quotations given, orders accepted and contracts made shall be subject to them. (ii) Where applicable, the terms and conditions of the Customer and all other terms, conditions or warranties (other than as to title to goods) are excluded from contracts between the Company and the Customer except to the extent they may not be excluded or limited by law. (iii) No variation to these Terms shall be binding unless agreed in writing by an authorised representative of the Company

2. QUOTATIONS

Any quotation given by the Company: (1) shall be valid for a period of 30 days from the date thereof; (2) is subject to withdrawal or revision by the Company at any time; and (3) shall not constitute an offer.

3. ORDERS

(i) An order constitutes an offer by the Customer to purchase goods from the Company in accordance with these Terms. (ii) No order shall be binding on the Company unless accepted by the Company. An order shall only be deemed to be accepted when the Company issues the Customer with written acceptance of the order. (iii) Each accepted order gives rise to a contract incorporating these Terms, and each contract is separate from each other contract, except to the extent provided in the contract in question. Each contract constitutes the entire agreement between the Company and the Customer and supersedes all representations (including all pre-contract misrepresentations and misstatements negligently or innocently made), agreements, negotiations or understandings between the Company and Customer in respect of its subject matter. (iv) No variation to an order by the Customer shall be binding unless agreed in writing by an authorised representative of the Company.

4. SPECIFICATION OF GOODS

(i) If after the date of order and before the delivery of goods, changes are made in the specification of goods, the Company may incorporate such changes in the goods sold to the Customer provided that the quality and performance of the altered goods are at least equal to those of the goods ordered and no price variation is made except with the Customer's consent and delivery is not unreasonably delayed. (ii) The Company shall not be obliged to make any alteration to the goods ordered whether arising by reason of the amendment of regulations of any competent authority made subsequent to the date of the contract or otherwise

5. PRICE

(i) The Company reserves the right to vary the price of goods contained in its catalogue and any other advertising, sales and technical literature, without providing notice of such variations to the Customer. (ii) The price of the goods shall, unless otherwise so stated, be inclusive of any applicable VAT and other applicable statutory tax and exclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery. (iii) Where the Customer is acting in the course of a business, the price invoiced to the Customer shall be the Company's price prevailing at the time of despatch and shall be subject to fluctuation caused by (but not restricted to) any increase in costs incurred by the Company as a consequence of any increase in costs of raw materials, manufacture, packaging, transport or other direct or indirect costs. Any such increase will be added to the price quoted by the Company and the adjusted amount will be invoiced to the Customer.

6. PAYMENT

(i) Unless otherwise agreed in writing by the Company, payment shall be made by the Customer without any deduction. (ii) For Customers without an account, payment shall be made in cash on delivery, unless cash was sent with the order. (iii) For Customers with an account, payment shall be made in accordance with the payment terms set out in the relevant invoice. (iv) Where the Customer orders goods to be delivered to any of the Company's branches for collection by the Customer on a date agreed between the parties or specified in the Order ("Collection Date"), the Customer shall collect such goods from the relevant branch of the Company within 14 days from the Collection Date. If the Customer does not comply with this clause 6(iv): (1) the Company shall issue an invoice for the uncollected goods and payment shall be made in accordance with the payment terms set out in the relevant invoice; and (2) the Company may charge the Customer a fee of £100 for each day that the Goods remain uncollected by the Customer ("Storage Fee"). The Storage Fee reflects the actual cost incurred by the Company in storing the uncollected goods. If the Customer does not collect the uncollected goods within 6 weeks from the Collection Date ("Final Collection Date"), the Company shall have the right, upon giving written notification to the Customer, to cancel the order and to dispose of the uncollected goods in its absolute discretion. (v) Any amount due to the Company shall not be deemed to have been paid until the amount is received by the Company in cash or cleared funds. (vi) If the Customer fails to pay any sum due and payable under a contract to the Company by the due date, the Company shall have the right to (1) terminate such contract and any other contract between the Company and the Customer; (2) suspend all further deliveries of goods to the Customer (without notice) until payment, plus any interest charged by the Company in addition, is received in full by the Company; and (3) without prejudice to any other right or remedy available to the Company against the Customer, charge interest on any amount outstanding at a rate of 4% per annum above the base rate of Clydesdale and Yorkshire bank from time to time, such interest to accrue from the due date to the date of actual payment in full by the Customer and to be compounded monthly; and (4) to reclaim from the Customer its costs and expenses incurred in the collection of the overdue invoice and/or any additional costs and expenses incurred in the processing of the overdue monies. (vii) Where goods are delivered to the Customer by instalments the Company may, at its discretion, invoice each instalment separately or raise an invoice on first delivery. (viii) No dispute arising under the contract nor delays beyond the reasonable control of the Company shall interfere with the Customer's obligation to make prompt payment in full for all goods sold and delivered by the Company. (ix) For legitimate interests of the business your account information may be shared with our appointed Debt Recovery Agents/Solicitors to assist in the collection of an overdue account.

7. PERSONAL CREDIT GUARANTEE

This clause only applies to Customers dealing in the course of a business. (i) If the Personal Credit Guarantee within the above New Customer Form is signed then the guarantee set out in that section is given subject to and with the additional benefit of this clause 7 (all of which is referred to as the 'Guarantee' (and the signatory(ies) each as a 'Guarantor')). The Guarantee shall at all times be a continuing security and so shall cover the ultimate balance from time to time owing to the Company by the Customer in respect of the Guaranteed Obligations (as defined within such section). (ii) The liability of the Guarantor(s) under the Guarantee shall not be reduced, discharged or otherwise affected by: (1) any variation of these Terms, by the Company giving the Customer time to pay or by any other indulgence, waiver or concession given to the Customer or any other person or by any compromise with, release or agreement to release or not to sue the Customer, any Guarantor or any other surety or indemnifier; (2) the death or incapacity (whether mental or physical) of a Guarantor or by any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Customer or any other person; or (3) any act or omission which would not have discharged or affected the liability of a Guarantor had he/she been a principal debtor instead of a guarantor or by other act or omission of any other kind not otherwise listed above. (iii) A Guarantor may terminate the Guarantee given by it only by notice to the Company which will only take effect from the date (Termination Date) specified in that notice which must not be less than 3 months after the notice is actually received by the Company. The Guarantee given by such Guarantor will continue to apply to all Guaranteed Obligations which are due, owing or incurred to the Company up to and including the Termination Date and to any interest payable on the same which accrues after the Termination Date. To the extent that there is more than one Guarantor service of such a notice by one Guarantor shall not prejudice or adversely affect the Company's rights against any other Guarantor(s). (iv) The Guarantee may be enforced once any of the Guaranteed Obligations are due but unpaid. No other formalities are required and any amount payable by a Guarantor under the Guarantee must be paid in full to the Company without any set-off, condition or counterclaim and free from any deduction or withholding of any kind.

8. CANCELLATION

Where the Customer is acting in the course of a business, cancellation of an order by the Customer will only be agreed by the Company on the condition that all costs and expenses incurred by the Company up to the time of cancellation, including the loss of any profit, shall be paid by the Customer on demand by the Company. Where the Customer is dealing as a consumer, cancellation of an order by the Customer will only be agreed by the Company on the condition that where the goods are being made to the Customer's personal specification, the costs and expenses incurred by the Company up to the time of cancellation shall be paid by the Customer on demand by the Company.

9. DELIVERY

(i) Any time given for delivery by the Company (or its agents) shall be an estimate only. The Company shall endeavour to deliver the goods by the time stated, or if no time has been specifically agreed, within a reasonable time. For Customers acting in the course of a business, time of delivery is not of the essence of the contract. (ii) The Company shall not be liable for any loss, costs, damage or expense caused to the Customer whether directly or indirectly and the Customer shall have no right to cancel any order or refuse to accept delivery of the Company's goods, by reason of the Company's failure to comply with any delivery time stated. (iii) The date of delivery shall be dependent upon receipt of all necessary information, final instructions and approvals from the Customer. Alterations by the Customer in design specification or quantities may result in delay in delivery. (ii) Notwithstanding that the Customer shall take delivery of goods at the time they are ready for delivery the Company may at its sole discretion postpone delivery at the request of the Customer, provided always that the Customer shall be responsible to pay all reasonable costs, including (but not restricted to) the cost of storage and insurance arising from postponement of delivery. In addition, where delivery is postponed (otherwise than due to default by the Company), the Company shall be entitled to invoice in accordance with these Terms.

10. RISK AND TITLE

(i) Risk in the goods shall pass to the Customer on the earlier of: (1) the date of the invoice issued to the Customer in accordance with clause 6(iv); (2) delivery of the goods to any of the Company's branches for collection by the Customer; (3) delivery of the goods to the Customer, if the goods are delivered to the Customer by the Company's transport; or (4) at the time of despatch from the Company's premises, if the goods are delivered to the Customer otherwise

than by the Company's transport, whether or not the Company arranges transport on behalf of the Customer. (ii) Where the Customer orders goods to be delivered to any of the Company's branches for collection by the Customer on the Collection Date, the Customer shall keep the goods insured against all risks for their full price until: (1) the goods are collected by the Customer from any of the Company's branches; or (2) the Final Collection Date.

(iii) Title to the goods shall not pass to the Customer until the Company: (1) receives payment in full for such goods; or (2) provides written notice to the Customer specifying that title in the goods has passed, whichever is earlier. Where title to the goods passed to the Customer before the Final Collection Date but the goods remain uncollected after the Final Collection Date, title to the goods shall pass back from the Customer to the Company upon cancellation of the order by the Company pursuant to clause 6(iv). (iv) Until title to the goods has passed to the Customer, the Customer shall: (1) store the goods

separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; (2) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (3) not attach to the goods, or mark the goods with, any trade mark, name, design, or logo; and (4) maintain the goods in satisfactory condition, insured against all risks for their full price against all risks (6) notify the Company immediately if it

becomes subject to any of the events listed in paragraph (3) of clause 14. (v) The Company may recover goods in which title has not passed to the Customer. The Customer irrevocably licenses the Company, its officers, employees and agents, to enter any premises of the Customer (including vehicles), in order to satisfy itself that the customer is complying with the obligations in clause 10(iii) and to recover any Goods in which title has not passed to the Customer.

11. SHORTAGES AND TRANSPORT DAMAGE

The Company shall not accept any liability for shortages or transport damage unless notified to the Company's branch manager local to the Customer by email or by telephone within 24 hours of delivery and confirmed in writing within 7 days. Failure to provide written notice within 7 days may result in your claim being denied.

12. PRODUCT WARRANTY

(i) The Company warrants that: (1) PVC-u & Aluminium frames, doors and conservatories shall be free from defects caused by faulty manufacture ("defects") for 10 years; (2) glass and glass sealed units shall be free from defects for 10 years; and (3) all furniture shall be free from defects for 1 year or carry the manufacturer's guarantee (if applicable). (ii) If the Customer alleges that the goods are defective, the Company shall have the right to inspect the goods and investigate any complaint made. (iii) For Customers acting in the course of a business, if, upon inspection by the Company, it is agreed by the Company that the goods are defective, the Company shall at its sole discretion either: (1) replace or repair the defective goods, at the cost of the Company, with a satisfactory

alternative or substitute goods; or (2) refund to the Customer the cost of the defective goods. (iv) For Customers acting as a consumer, if upon inspection by the Company, it is agreed by the Company that the goods are defective, the Company may offer a repair, exchange or refund as appropriate in accordance with the Customer's consumer rights. (v) Where the Customer is acting in the course of a business, if the Company repairs the goods or replaces them with alternative or substitute goods, the Customer: (1) shall be bound to accept such goods; and (2) shall not be responsible or liable for any delay, damage, detriment or expense to the Customer arising from the initial delivery to the time that such goods are repaired or replaced. (vi) These Terms apply to repaired or replaced goods as they apply to the original goods and the Company shall acquire all right, title and interest in and to the original goods to the extent

replaced. (vii) The product guarantee set out above shall not apply (1) in the event of incorrect installation; (2) to defects arising by reason of fair wear or tear or misuse; (3) to goods ordered to a specification in excess of the design parameters in the Company's catalogue (as no PVCu frame or glass sealed unit has any inherent load bearing quality); (4) in respect of defects apparent on delivery, unless the Customer has notified the Company of such defect within 7 days of delivery; (5) in respect of defects not apparent on delivery, unless the Customer notifies the Company within 7 days of the date when such defect became apparent or should have become apparent; (6) in respect of goods which have been repaired or altered without the Company's consent.

13. LIMITATION OF LIABILITY AND INSURANCE

(i) Where the Customer is acting in the course of a business, the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, damage to property or any indirect or consequential loss arising under or in connection with these Terms. The Company's total liability to the Customer in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed of the price of the goods.

(ii) Where the Customer is acting as a consumer, to the extent not prohibited by law, the Company accepts no liability for any loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of the Company's breach or if it was contemplated by the Customer and the Company at the time these Terms were entered into, loss which arises when the Company is not at fault or in breach of these Terms and business loss (which includes loss of profit, loss of business, contracts, goodwill, business losses and other similar losses). (iii) If the Customer is acting as a consumer, the Customer may have certain legal rights regarding claims in respect of losses caused by the Company's negligence or failure to carry out its obligations. Nothing in these terms is intended to limit the Customer's legal rights as a consumer. For more information about a consumer's legal rights please contact the local Trading Standards Department or Citizens Advice Bureau. (iv) Nothing in these Terms shall limit or exclude the Company's liability for death or personal injury caused by its negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

14. TERMINATION

The Company may terminate any contract in whole or in part (without liability to the Customer) by giving notice in writing to the Customer if the Customer: (1) is in material breach of these Terms and that breach cannot be remedied; (2) is in material breach of these Terms and that breach can be remedied but the Customer fails to do so within 30 days starting on the day after receipt of notice from the Company; or (3) takes any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed to any of its assets or ceasing to carry on business.

15. FORCE MAJEURE (EVENTS BEYOND THE COMPANY'S CONTROL)

(i) Neither party shall be in breach of contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure result from an event or circumstance beyond either party's reasonable control (including, but not limited to, nondelivery of goods by the Company's suppliers). (ii) If the period of delay or non-performance continues for 3 months, the Company may terminate the contract by giving 30 days' written notice to the Customer or suspend delivery of the goods to the Customer

16. CUSTOMER DRAWINGS AND SPECIFICATIONS

(i) The Customer shall be solely responsible for ensuring that all specifications, drawings, information, advice and recommendations given to the Company (either directly or indirectly by the Customer or its agents) are accurate, correct and suitable. (ii) Where the Customer is acting in the course of a business, to the extent that the goods are to be manufactured in accordance with specifications, drawings or information supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of such specifications, drawings and/or information.

17. DATA AND TECHNICAL INFORMATION

(i) Any drawings, descriptions, illustrations or other information contained in the Company's advertising, sales and technical literature (including catalogues, brochures or on a website) are for guidance only. Where the Customer is acting in the course of a business, this information shall not form part of the contract unless otherwise specifically agreed by the Company in writing. (ii) The Customer shall determine the suitability of the Company's products for the Customer's intended purpose and shall be deemed to be satisfied that they meet the Customer's particular requirements. If the Customer has any concerns about the suitability of the products, please contact the Company before placing an order. (iii) All drawings, documents and information supplied by the Company to the Customer are supplied on the strict understanding that copyright is vested in the Company and that the contents are confidential and shall not be replicated or disclosed to any third party other than with the written consent of the Company.