

ultraframe

Transforming light and space



Terms & Conditions of Sale

1 Formation

- a) All quotations and offers are made and Orders are accepted subject to and shall be deemed to incorporate the Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions including without limit those which the Buyer purports to apply under any Order. Variations to the terms of any Contract will only be effective if agreed in writing and signed by a duly authorised officer of the Company.
- b) Quotations issued by the Company shall be available for acceptance for 30 days from the date of issue, so long as the Quotation number is referenced when an order is placed, unless withdrawn by the Company by written or oral notice to the Buyer.
- c) All Orders shall be deemed to be an offer and shall only be deemed accepted by the Company upon the earlier of the issue of a written acknowledgement of order by the Company or delivery of Work.
- d) The Company may modify the specification of Goods or Services without notice provided that such modification does not materially affect the Services or the performance of the Goods. The Contract is not a contract for sale of goods by description. All descriptive matter, specifications and advertising issued by the Company is solely aimed at giving an approximate idea of the Goods and/or Services described in them, they will not form part of the Contract.
- e) The Company may refuse, delay or accept in part only any order for Work if there are reasonable technical or commercial grounds for so doing.
- f) Any Order accepted by the Company may only be cancelled by the Buyer with the prior written consent of the Company and on terms that the Buyer shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by the Company as a result of such cancellation.

2 Delivery and Non-Delivery

- a) Delivery times or dates named or accepted by the Company are given in good faith but are an estimate only. Time of delivery of Goods or provision of Services shall not be of the essence. Subject to Condition 8.a, the Company shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any failure (for any reason) to meet the delivery time/date stated/agreed (even if caused by the Company's own negligence), further, the Buyer shall have no right to cancel the Contract in the event of such a failure
- b) Work will be provided and Goods delivered as stated in the Company's acknowledgement of order or if one is not issued as agreed by the Company. Delivery shall be deemed to take place when the Goods arrive at the place stated in the Company's acknowledgement of order or if one is not issued at such place as is agreed by the Company except that delivery to a carrier for the purpose of transmission to the Buyer shall be deemed to be delivered to the Buyer. Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Buyer shall be deemed to have accepted the Goods upon delivery.
- c) The Company shall make such arrangements for carriage of the Goods and their insurance during carriage as it thinks appropriate and the Buyer shall indemnify the Company against all costs and/or expenses that the Company incurs in arranging for carriage and insurance of the Goods (including, without limit, export and/or import duties and costs of packaging, loading and/or unloading), such costs and/or expense to be paid by the Buyer when it is due to pay for the Work.
- d) The Company may deliver Goods in installments and perform Services in sections. Deliveries of further installments and performance of further sections may be withheld until the Goods and/or Services comprised in earlier installments and/or sections have been paid for in full. Default by the Company, howsoever caused, in respect of one or more installments shall not entitle the Buyer to terminate the relevant Contract as a whole. Goods will be packed so as to adequately protect against damage in normal conditions of transit of usual duration.

Contact

Finance Team
Ultraframe (UK) Ltd
Salthill Road, Clitheroe,
Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311
www.ultraframe.co.uk

- e) If the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order or the Company agrees (at its sole discretion) to postpone delivery of the Goods at the request of the Buyer then (without prejudice to its other rights) the Company may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after 28 days after such failure or refusal and deduct any monies payable to the company by the buyer from the sales proceeds and accounts to the buyer for any excess or charge the buyer for any shortfall below the contact price.
- f) If the Company agrees to permit the Buyer to collect the Goods from the Company's place of business then delivery shall be deemed to take place when the Company notifies the Buyer that the Goods are ready for collection and unless otherwise agreed in writing by the Company, it is a condition of the Contract that the Buyer will collect the Goods within 7 days of such notice.
- g) The quantities of any consignment of Goods recorded by the Company upon collection or dispatch shall be conclusive evidence of the quantity received by the Buyer on delivery unless contrary evidence is provided by the Buyer.
- h) Upon delivery to the Buyer, all Goods should be examined. The Company shall not be liable for any shortages in, or non-delivery of, Goods unless the same is notified by the Buyer to the Company (together with all specific details) in writing within 2 working days of the actual or anticipated date of delivery (as relevant). Subject to such notice being provided the Company shall, if it is satisfied that any Goods have not been delivered and the cause thereof being beyond the reasonable control of the Company, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such Goods.
- i) Some of the Company's product is delivered in metal stillages which can be left at the Customer's premises. The reason for use of stillages is to protect goods from damage in an easily stored container which can be re-used as totally recyclable packaging. To this end, it is imperative that all stillages are accounted for and therefore the following conditions will apply:
 - I) All stillages provided will be counted out on despatch to the customer and in, on return to Ultraframe. A summary of stillage movement including rolling balance is held on our database
 - II) The customer will be responsible for the safe storage, avoidance of damage and return of such within a maximum period of 4 weeks
 - III) Should the stillages not be returned or found to be seriously damaged then the customer will be liable for the full cost of replacement (Reference cost: £180 March 2014)
 - IV) The customer will allow Ultraframe unhindered access by one of its employees or nominated third party to check the number of stillages held at the customer's premises
 - V) No stillages should leave the premises of the customer or be sent to any third party without the expressed written permission of Ultraframe
 - VI) Any stillages received by the customer in a poor state of repair should be notified to Ultraframe immediately upon receipt

3 Force Majeure

In the event that the Company is prevented or delayed in or from carrying out its obligations under the Contract as a result of any cause beyond its control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with the Company's own employees), power failure; inadequate performance of, Failure of or incorrect processing by computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles then the Company shall be relieved of its obligations and liabilities under the Contract for as long as such fulfillment is prevented.

4 Risk/Title

- a) Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery. Section 20(2) Sale of Goods Act 1979 shall not apply.
- b) Title of the goods (both legal and equitable) shall remain with the company until full payment with cleared funds of all monies due from the Buyer to the Company under all contacts between the Company and the Buyer has been made, or title is properly vested in some other person by the

Contact

Finance Team
 Ultraframe (UK) Ltd
 Salthill Road, Clitheroe,
 Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311
www.ultraframe.co.uk

operation of any statute.

- c) Until title of the Goods passes, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee and must:
 - I) Store the Goods (at no cost to the Company) such that they are easily identifiable as the property of the Company and must not destroy or deface any identifying marks on the Goods or their packaging; and
 - II) Keep the Goods insured on the Company's behalf for the full price of the Goods against 'all risks' to the reasonable satisfaction of the Company and produce the policy of insurance to the Company upon request and must hold all proceeds of such insurance on trust for the Company and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account
- d) Until title to the Goods passes, the Buyer may not re-sell any of the Goods except as expressly permitted by the Company. Where permission is given and has not been withdrawn or return of Goods demanded the Buyer (acting on its own account and not as agent of the Company) may re-sell such Goods in the ordinary course of trading notwithstanding that the title of them has not then passed. In the event of the Buyer's insolvency and permission given here shall be automatically cancelled and the Buyer and/or any insolvency practitioner acting on the Buyers behalf shall return of Goods to the Company.
- e) Once payment becomes due, the Company may while the owner of the Goods (and without prejudice to any other right it may have) demand the immediate return of the Goods at any time and the Buyer must comply with (and bear the cost of) such demand immediately. If the Buyer fails to return such Goods, the Company or its successors in title, and their respective employees and agents, may enter the Buyer's premises (with or without vehicles) during normal business hours to remove Goods (the cost of which shall be borne by the Buyer) and/or may sell or otherwise deal with the Goods.
- f) If before title to the Goods passes to the Customer, the Customer defaults in payment of any sum owing to the Company, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Company, and/or its representatives, may enter any premises of the Customer or of any third party where the Goods are stored, in order to recover them.
- g) For the avoidance of doubt, in the case of recovery of the Goods pursuant to clause 4.f, the Customer shall be liable for the re-stocking charge that might arise.
- h) The Customer agrees that the Company has the right to inspect and re-value any Goods recovered pursuant to clause 4.f and to take account of condition and re-sale value and that such re-valuation may include a reduction by up to 50% of the price originally invoiced. The satisfaction of any debt due from the Customer to the Company by the return or recovery of the Goods shall be calculated on this basis.

5 Price

- a) Unless fixed prices have been agreed in writing by the Company (and not with standing any quotation or price list or acknowledgement of order issued by the Company) all prices are subject to alternation without notice and will be invoiced at the price ruling at the date of despatch of Goods or performance of Services.
- b) Unless otherwise agreed in writing by the Company prices set out in any of the Company's price lists, quotations and acknowledgement of order are exclusive of any value added, purchase or other taxes and any costs of carriage, package and insurance. Such taxes and costs shall be payable in addition to the price when the price is due.

6 Payment

- a) The Company may invoice the Buyer for the Goods and/or the Services at any time after delivery of the Goods and/or performance of the Services and Goods delivered in installments and Services performed in sections may be invoiced separately.
- b) Buyers who have been granted by the Company (in its sole discretion) a credit account facility

Contact

Finance Team
Ultraframe (UK) Ltd
Salthill Road, Clitheroe,
Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311

www.ultraframe.co.uk

shall pay the Contract price within 14 days of the date of supply, unless otherwise agreed in writing. The terms of such credit account facility shall be as notified by the Company to the Buyer from time to time. Such credit account facility may be withdrawn by the Company (in its sole discretion) at any time without notice with immediate effect and upon such withdrawal all amounts due or accruing to the Company (under the Contract or otherwise) shall become immediately payable notwithstanding any other Condition.

- c) Buyers who have not been granted a credit account facility shall pay the Contract price at the same time as placing an Order.
- d) Payment shall only be deemed received by the Company from the Buyer upon receipt by the Company of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. The Company may appropriate any payment made by the Buyer to any outstanding invoice. The Company may bring an action for the price of the Goods even though the property in them may not have passed to the Buyer.
- e) Time for payment of the Contract price (including, without limit, any costs or charges payable pursuant to Condition 2.c) shall be of the essence, Interest shall be payable on any overdue amounts (before as well as after judgment) at the annual rate of 2 per cent above the base lending rate of The Royal Bank of Scotland from time to time on the outstanding amount until the Contract price and/or such costs and/or such charges are paid in full.

7 Quality

- a) The Buyer is relying on its own skill and judgment in relation to the Work irrespective of any knowledge which the Company or its servants, agents or employees may have as to the purpose for which the Work is supplied or its suitability.
- b) The Buyer is totally responsible for the structural stability of all installations. Unless a postcode is provided, roofs will be supplied based on a generic wind loading of 0.6KN/m2.
- c) Subject to Conditions 7.a, 7.b and 7.d the Company warrants that all Goods shall upon delivery and,
 - I) In the case of System Components for roofs which are white unpainted, powder coated, foiled or SIP Panel construction, for 10 years from the date of delivery.
 - II) In the case of System Components for roofs which are coloured, otherwise coated and/or painted, for 5 years from the date of delivery.
 - III) In the case of Ultralite 500 (PVCU) Roof Components for white roofs for 10 years from the date of delivery (but this warranty does not cover possible colour changes to the Ultralite panel greater than a value 3 when tested in accordance with ASTM DI 925).
 - IV) In the case of sealed roof glazing units, for 10 years against premature seal failure, subject to FOC replacement provided it was installed in accordance with the Company's roof installation guide,
 - V) In the case of electrical components and ironmongery, for 12 months from the date of delivery, be of satisfactory quality and be reasonably fit for any purpose for which they are commonly supplied and that all Services shall be carried out with reasonable skill and care and all conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provision of this Condition. 7.c, are hereby expressly excluded.
- d) The warranty given in Condition 7.c will not apply:
 - I) Where the defect complained of arises from any specification supplied by the Buyer or arises from fair wear and tear, willful damage, the Buyer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods without the Company's approval or arises from any failure to follow the Company's instructions (whether oral or in writing) and whether relating without limit to the fabrication, lateral support, ventilation, operation, use or maintenance of the Goods (the Buyer acknowledges that the Goods are intended for use in Northern European environmental conditions and use of any Goods where the ranges of environmental conditions including without limit ultra violet light, heat or humidity is not in accordance with the Companies instructions will not be covered by the warranty given in condition. 7. c)
 - II) If the Company or its agents is not given a reasonable opportunity to safely inspect the work.
 - III) If the total price for the Goods or Services has not been paid by the due date for payment.
 - IV) To any parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee as is given by the

Contact

Finance Team
Ultraframe (UK) Ltd
Salthill Road, Clitheroe,
Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311
www.ultraframe.co.uk

manufacturer to the Company.

- V) To any colour changes in components after the date of delivery of such components or
 - VI) To any perils usually treated as insurance risks, including without limitation, fire and flood, whether or not such insurance is actually held.
- e) The obligations of the Company under the Contact are limited such that in the event of a breach by the Company of the warranty in condition 7.c or any defect in any Goods or Services the Company shall only be obliged (shall have no further liability in contract, negligence or otherwise for any defect in quality of Goods and/or Services or fitness for purpose of the Goods) at its option either to refund the price (if already paid) attributable to faulty Goods or Services or repair, rectify or replace the faulty Goods or Services (provided that the Buyer has provided safe access to the Goods to the Company or its agent).

8 Limitation of Liability

- a) Nothing in these Conditions shall exclude or limit the liability of the Company for death or personal injury caused by the Company's negligence.
- b) The Company shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, (i) for any economic loss of any kind whatsoever, including without limit loss of profit, business contracts, revenues or anticipated savings, or (ii) for damage to the Buyer's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party, or (iv) for any special, indirect or consequential loss or damage (including without limit removal or rectification work required in connection with the installation of repaired or substitute Goods) of any nature whatsoever.
- c) Without prejudice to Condition 7.c, 8.a and 8.b the Company's liability in contract tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall be limited to the greater of the Contract price or the amount received by the Company for the claim under its insurance policy covering such risks provided that nothing in this Condition shall oblige the Company to obtain any insurance or claim upon any insurance which it holds. The Buyer acknowledges that delay in notifying any claim may prevent the Company recovering any money under such policy.
- d) Where the Goods or any part of them are manufactured by or on behalf of the Company to the design or specification of the Buyer then the Buyer shall indemnify the Company against all actions, claims, costs, demands, expenses and liabilities of whatsoever nature suffered or incurred by the Company as a result of the infringement of any third parties IPRs. If any claim is brought or threatened against the Company in respect of on infringement the Company shall be entitled to suspend further deliveries of Goods to the Buyer.
- e) Where the Goods are not manufactured by the Company the Company gives no assurance or guarantee that the sale or use of the Goods will not infringe the IPRs of any third party.

9 Intellectual Property Rights and Confidentiality

- a) All information of any kind (including without limitation drawings, specifications, plans, descriptions, blue prints, designs, images, website content, logo's, social media content, documents and technical information) supplied by the Company to the Buyer are supplied on the strict understanding that the IPRs therein and in the Goods are vested in and shall remain the sole property of the Company. If the Buyer shall in any way acquire any such rights then the Buyer shall immediately inform the Company and shall forthwith take such steps as may be he required by the Company to assign such rights or vest such title in the Company.
- b) The Buyer shall keep confidential and not use, other than for the resale of the Goods all and any information (as referred to in Condition 9.a) supplied by the Company to the Buyer or disclosed to or obtained by it pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law or by any other governmental or other regulatory body. Ultraframe, Quantal and Wendland and the Ultraframe, Quantal and Wendland logos are registered trademarks and written permission must always be granted before they are reproduced in any form whatsoever.

Contact

Finance Team
Ultraframe (UK) Ltd
Salthill Road, Clitheroe,
Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311
www.ultraframe.co.uk

10 Consumer Protection Act 1987 ('the Act')

If the Buyer incorporates Goods with or uses Goods ancillary to any composite or other products to be produced, manufactured, processed or supplied by the Buyer then the Buyer:

- a) Shall forthwith on demand provide the Company with copies of all written instructions, information and warnings to be supplied by the Buyer in relation to the said composite or other products, (provided that such right of or actual inspection shall not constitute acceptance or approval by the Company of such instructions, information or warnings); and
- b) Shall indemnify the Company against all actions, claims, costs, demands, expenses and damages (including without limit for legal actions) of whatsoever nature suffered or incurred by the Company in the event that any claim or claims are made against the Company pursuant to the Act or otherwise relating to the said composite or other products of the Buyer in circumstances in which the Goods were.
 - I. Not the defective part of the said composite product;
 - II. Rendered the defective part or became a defective product by reason of an act or omission of the Buyer or by reason of instructions or warnings given by the Buyer or other supplier of the said composite or other products;
 - III. Supplied in accordance with a specification and/or drawings furnished by, or on behalf of, the Buyer. (for the purposes of this Condition 10 only the word "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Act)
- c) Hereby acknowledges its duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Company with the Goods.

11 Termination

Without prejudice to any of its other rights the Company may immediately terminate the Contract and demand payment of any amount due or accruing to the Company whether under the Contract or otherwise, re-sell the Goods and/or withhold or cancel any deliveries if any of the Following occurs or is likely to occur:

- a) The Buyer is in breach of any of its obligations under the Contract which, if capable of remedy, the Buyer has not remedied within 30 days of receiving written notice from the Company; or
- b) The Buyer is or becomes Insolvent or the Buyer suffers a distress or execution or other legal process to be levied or enforced or sued upon or against any part of the property, assets or revenue of the Buyer which is not discharged or stayed within 7 days.

12 General

- a) Any temporary waiver or indulgence by the Company in exercise of its rights will not restrict it exercising any of its rights at a subsequent date.
- b) The Buyer shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract, without the prior written consent of the Company the Company may assign, license or sub-contract all or any part of its rights or obligation under the Contract without the Buyer's consent.
- c) The Conditions contains the whole agreement between the Company and the Buyer. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.
- d) The Buyer shall be responsible for complying with all relevant laws, bylaws, regulations, orders, directions, codes of practice or requirements of any statutory, public, local or other competent authority or court of competent jurisdiction applicable and incidental to the storage, sale, marketing, provision and use of the Goods.
- e) Any provision of the Contract which is held by any competent authority to be invalid, void, voidable or unenforceable (in whole or in part) shall to the extent of such invalidity, validness, violability or unenforceability be deemed severable and the other provisions of the Contract and the remainder of such provisions shall not be affected.
- f) The Contract shall be construed in accordance with and governed in all aspects by the Laws of England Law and the Buyer submits to the exclusive jurisdiction of the English courts.

Contact

Finance Team
Ultraframe (UK) Ltd
Salthill Road, Clitheroe,
Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311
www.ultraframe.co.uk

13 Export Sales

Notwithstanding any other Condition, where Goods are sold for export outside the United Kingdom:

- a) The Uniform Laws on International Sales Act 1967 shall not apply and the Company shall be under no obligation to notice under Section 32(3) of the Sales of Goods Act 1979.
- b) Section 26(3) of the Unfair Contract Terms Act 1977 shall apply and notwithstanding Condition 9.a) all liabilities for injury or death arising directly from the use of the Goods are expressly excluded.
- c) Unless otherwise agreed in writing by the Company the currency will be pounds sterling and payment shall be by way of confirmed irrevocable letter of credit to be opened at a bank nominated by the Company at the Buyers expense.
- d) The Buyer shall be responsible for complying with any legislation or regulations governing the export of the Goods from the United Kingdom and governing the importation of the Goods into the country of destination and for the payment of any duties or taxes on them.
- e) The warranty in Condition 7.c shall not apply.

14 Interpretation

In these Conditions unless the context requires otherwise any reference to the singular shall include the plural and vice versa and:

- a) "Buyer" means the person, firm or company that has requested any Work.
- b) "The Company" means Ultraframe (UK) Ltd.
- c) "The Conditions" means the standard terms and conditions of sale set out herein.
- d) "Contract" means any contract for Work.
- e) "Goods" means any goods supplied or to be supplied by the Company.
- f) "Insolvency" means in relation to an individual, partnership or company the appointment of any nominee, sequester, trustee, supervisor, receiver or liquidator (as relevant) pursuant to the Insolvency Act 1986 or the appointment of a manager or receiver (as relevant) pursuant the Law of Property Act 1925 or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales or the calling of any meeting or the passing of any resolution whether formal or informal for the purpose of proposing the taking any of the foregoing steps and "Insolvent" shall be construed accordingly.
- g) "IPRs" means any intellectual property rights of any nature including without limit any and all patents, designs, copyright, know how, trade marks, service marks and trade names.
- h) "Order" means an order placed by the Buyer with the Company for Work.
- i) "Services" means any services supplied or to be supplied to the Buyer by the Company.
- j) "Work" means Goods and/or Services.

Contact

Finance Team
Ultraframe (UK) Ltd
Salthill Road, Clitheroe,
Lancashire BB7 1PE

finance@ultraframe.co.uk

t: 01200 443311
www.ultraframe.co.uk

QUANTAL


WENDLAND
ROOF • SOLUTIONS

ultraframe
Transforming light and space