# Flush Sash Windows

Liniar 70mm system

☐ Order

☐ Quote

| | | |
|---|---|---|
| Company name: | Page: _____ of _____ | Date: |
| Company postcode: | Requested delivery date: | |
| Contact name: | Your reference: | |
| Contact telephone: | Our order number: | |

| | | | |
|---|---|---|---|
| System type | Sculptured | | |
| Bead type | Sculptured | | |
| Join type | Welded Joints | | |
| Colour | | | |
| Glazing type | Glazed | Unglazed | |
| Energy rating | C | A | A+ |
| Secured by Design | Yes | No | |

KINGSWOOD TRADE FRAMES

213 Two Mile Hill Road
Kingswood
Bristol BS15 1AZ

**E:** sales@kingswoodtradeframes.co.uk
**W:** www.kingswoodtradeframes.co.uk

LOCATION | QTY

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Width | (including add-on) | | | | | | Sash stay bar | Yes | | No | |
| Height | (including cill) | | | | | | Hinge protectors | Yes | | No | |
| Mullion centre | (if not 600mm) | | | | | | French casement | Yes | | No | |
| Transom drop | (if not 400mm) | | | | | | Master leaf | Left | Right | N/A | |
| Large outer frame | Top | Bottom | Left | Right | | | Add-on size | 10mm | 20mm | 50mm | 2.5mm coupler / 20mm coupler |
| Cill type | 85mm | 150mm | 165mm | 180mm | 225mm | None | Side(s) required | Top | Bottom | Left | Right |
| Drainage | Concealed | Face | None | | | | Glass type | Annealed | Toughened | Laminated | |
| Friction stays | Standard | Restrictor | Egress | Easy Clean | Mega | | Glass appearance | Clear | Patterned: | | |
| Handle type | Standard | Monkey tail | | | | | Spacer bar colour | | | | |
| Handle colour | | | | | | | Glass decoration | | | | |

Notes / Special requirements

LOCATION | QTY

| | | | | | | | | | | | |
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Notes / Special requirements

**Declaration** - I understand the product specification and confirm familiarity with the producer's standards. I understand that this order cannot be cancelled, changed or delayed once placed and accept full responsibility for this order, even if it has been completed by a third party or TruFrame representative. I have read, understood and agreed to the terms and conditions of sale. By submitting this order form, I instruct TruFrame to process this order as per this declaration.

| Signed: | Date: |
|---|---|
| | |

**CONDITIONS OF SALE**

**1.** DEFINITIONS
"Seller" - TruFrame Trade Frames Ltd. or any other associate company.
"Purchaser" - The person, firm or company to be supplied Goods by the Seller.
"Goods" - The Goods material and/or other items to be supplied pursuant to the Contract.
"Contract" - The Contract for sale and purchase of the Goods made between the Seller and the Purchaser to which these Conditions of Sale apply.

**2.** SCOPE
These Conditions apply to all sale of Goods by the Seller and shall prevail over any inconsistent Terms and Conditions contained or referred to in the Purchaser's Order or in correspondence or elsewhere implied by trade custom practice or course of dealing unless specifically agreed to in writing by the Seller and any purported provisions to the contrary are hereby excluded or extinguished."

**3.** QUOTATIONS
A quotation or tender by the Seller does not constitute an offer, and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance of the Purchaser's Order.

**4.** "PRICES"
"The prices payable for the Goods shall be those charged by the Seller at the time of dispatch. The Seller shall have the right at any time to revise the prices to take into account of increases in costs including (and without limitation) costs of any Goods or materials, carriage, labour overheads, the impositions of any tax duty or other levy and any variation in exchange rates. Unless otherwise stated prices are exclusive of value added tax.

**5.** TERMS OF PAYMENT
a) All prices are quoted nett unless specified and stated. Payment of invoices shall be made without any deduction or set-off so as to be received by the Seller within the pre-agreed payment terms (this may vary at the discretion of the Seller). In the event of any such payment becoming overdue any and all other invoices submitted by the Seller to the Purchaser shall immediately become due and payable. Interest shall be payable monthly and added to outstanding monies at the rate of eight per cent above the Bank of England Base Rate at the prevailing time until receipt by the Seller of the full amount whether or not after judgement.
b) The Seller reserves the right to repossess any of the Goods in respect of which payment is overdue and thereafter to resell the same for and for this purpose the Purchaser hereby grants an irrevocable right and Licence to the Seller's servant s and agents to enter upon all or any of it premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in Condition 15 or otherwise and without prejudice to any occurred rights of the Seller thereafter.
c) The Seller reserves the right to require the Purchaser to identify and return in good condition and at his own expense any of the Goods in respect of which payment is overdue.

**6.** DELIVERY
a) Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Purchaser in respect of any failure to deliver on any particular date or dates. If a delivery shall not have taken place within a reasonable time the Seller liability shall be limited to the value of the Goods specified in the Seller's quotation.
b) If the Purchaser refuses or fails to take delivery of Goods tendered and in accordance with the Contract the Seller shall be entitled to immediate payment in full for the Goods tendered. The Seller shall be entitled to store at the risk of the Purchaser any of which the Purchaser refuses or fails to take delivery and the Purchaser in addition to the purchase price pays all costs of such storage and any additional costs of carriage incurred as a result of such refusal and failure. Refusal by the Purchaser to take delivery will relieve the Seller from the obligation to make further deliveries without prejudice to the Seller's right to recover damages for such refusal.
c) The Goods shall unless delivered by the Seller's own transport or by carrier on behalf of the Seller be deemed to have been delivered and the risks therein to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser or (in the case of delivery "ex works") upon the Seller notifying the Purchaser that the Goods are available for collection.
d) Where the Goods are to be delivered by a carrier on behalf of the Seller the risk therein shall pass to the Purchaser upon delivery. The Seller shall advise the Purchaser of the schedule date of dispatch from the Seller's works and unless the Purchaser notifies the Seller in writing within forty-eight hours the Seller shall not be liable for any loss of or damage to the Goods in transit nor the failure of the Goods to be delivered and such Goods shall be deemed to have been delivered in good order and condition.
e) In the case of the Contract of any order involving more than one delivery default is made in payment on the due date, the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

**7.** TITLE
Title of the Goods shall only pass to the Purchaser upon payment in full of the price therefore together with any and all other sums owing or due to the Seller whatsoever nature and weather under the Contract or otherwise. Until such payment the Purchaser shall keep the Goods in good condition and store the Goods in such a way to show clearly that they are the property of the Seller provided that the Purchaser may sell and deliver the Goods to a third party in the ordinary course of the Purchaser's business on the condition that until such payment as aforesaid the Purchaser shall hold all proceeds of such sales on trust to the Seller and in a separate account. The Purchaser hereby assigns all rights and claims which the Purchaser may have against its customers arising from such sales to third parties until payment is made in full as aforesaid. Where the Goods are combined by the Purchaser with other items or materials the resulting items are deemed to be the property of the Seller subject to and on the terms aforesaid.

**8.** INSPECTION
Any testing and/or inspection required under the Contract shall be carried out at the Seller's works or such a place or places as the Seller may appoint and shall be accepted as final by both parties

**9.** VARIATIONS
All sizes and weights per meter or piece stated in the Seller's quotations and/or acceptance of order forms are approximate only and are subject to dimensional tolerances.

**10.** THIRD PARTY RIGHTS
a) The Purchaser shall indemnify the Seller against any and shall claim costs demands and expenses incurred by or made against the Seller as a direct or indirect result of carrying out of any work required to be done to the Goods in accordance with the requirement or specifications of the Purchaser involving any infringement of any intellectual or industrial property vested in any third party.
b) In any case where the Goods are or are capable of becoming the subject of any industrial or intellectual property right of any third party the Seller warrants that it shall transfer to the Purchaser only such titles as it may have to the Goods.

**11.** LIABILITY
a) The Seller shall not be liable for any shortage in quantities delivered nor for any other defect in the quality nature or condition of the Goods nor any failure of the Goods to comply with any specification unless a claim in writing shall have been received by the Seller from the Purchaser within five days of delivery of the Goods.
b) In the event of any shortage defect or failure as aforesaid the Seller shall subject to condition, make good any shortage and/or appropriately replace or repair free of charge any Goods found to be defective by reason of faulty material or workmanship provided that as a condition thereof the Seller may require that the Goods concerned are returned to the Seller's works (carriage paid) within fourteen days from date of delivery of discovery of the defect.
c) Subject to the foregoing all conditions warranties or representations express or implied by statute common law or otherwise in relation to the Goods are hereby excluded and the Seller shall be under no liability to the Purchaser for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or faulty fabrication or from the use with unspecified accessories not supplied by the Seller or otherwise arising out of the Contract whether or not caused by the negligence of the Seller, their servants or agents.

**12.** LICENCES AND CONSENTS
If any licence or consent of any government or other authority shall be required for the acquisition or use of the Goods by the Purchaser, the Purchaser shall obtain the same at its own expense and if necessary or so required produce evidence of the same to the Seller on demand."

**13.** FORCE MAJEURE
a) The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of Goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason any Force Majeure Circumstance.
b) In the instance "Force Majeure Circumstances" shall mean any Act of God, riot, strike, lockout, trade dispute or labour disturbance, accident, break-down of plant and/or machinery, fire, flood, difficulty or increased expense in obtaining workman, materials or transport, or other circumstances whatsoever outside the reasonable control of the Seller affecting the provision of the Goods or of raw materials therefore by the Seller's normal source of supply or the manufacture of the Goods by the Seller's normal means or the delivery of the Goods by the Seller's normal route or means of delivery.

**14.** TERMINATION
If the Purchaser enters into a Deed of Arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against them or (being a company) it shall pass a resolution or the Court shall make an order that the Purchaser shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Purchaser or if circumstances shall arise which entitles the Court or a creditor to appoint a receiver or manager or which entitles a Court to make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt, or commits to any breach of the Contract the Seller may stop any Goods in transit and suspend any further delivery's and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice to the provisions of condition 5 (b) hereof to any existing claim.

**15.** WAIVER
The failure by either party to the Contract to exercise or to enforce any rights conferred by the Contract shall be deemed to be a waiver of any such right. Nor operate so far as to bar the exercise or enforcement thereof at any time or times thereafter.

**16.** NOTICES
Any notices hereunder shall be permanent readable form and shall be properly addressed to the party concerned at its principal place of business or last known address.

**17.** PATENTS
The Purchaser shall indemnify the Seller against all actions, claims and costs, damages or losses from any infringement of letters, designs, trademark or copyright protected by law in respect of any Goods made or supplied by the Seller.

**18.** GOVERNING LAW
The Contract shall in all respects be governed by and construed and interpreted with the Laws of England.