



Avama Ltd.
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*Note: An explanation of all our Terms and conditions of sale are marked in **Italic***

1. Definitions

'The Company' means the appropriate Company belonging to Avama Ltd.

'The Customer' means the Corporate Entity, firm or person seeking to purchase goods or services from the Company.

'The Goods' means the goods, which the Company is to supply in accordance with these Conditions of Sale. Any reference to the Goods shall where appropriate include a reference to part of them.

'The Services' means the services, which the Company is to supply.

2. Application

(i) These conditions shall apply without modification and to the exclusion of all and any other conditions including any appearing in any quotation, form of acceptance, delivery form or other document or letter emanating from the Customer to the Company unless otherwise agreed by the Company Chairman or Secretary in writing.

Conditions within the Terms and conditions of sale apply unless alterations are agreed to by a company Director in writing

3. Prices

(i) Prices are quoted on a day to day basis and are subject to variation without notice.

(ii) The Company's prices for Goods or works are based on the cost to the Company of Goods or materials, labour and transport (including the cost of conforming to obligations imposed by Statute or Government Order) on the day when such prices were quoted in the absence of a quotation when such prices were agreed. Should the cost to the Company of obtaining or delivering the goods or materials or executing the work in question increase by reason of any subsequent fluctuation in such costs or due to changes in currency exchange rates, alteration in tariffs and import changes or taxes or changed, delayed or incomplete Customer instructions the Company reserves the right to make a corresponding increase in their prices.

Material costs change on a daily basis and depend on market conditions; however, we do try to honour every estimate for 60 days.

(iii) Errors and omissions by the Company in importing the agreed terms into the written quotation shall entitle the Company either to submit to the Customer a revised quotation including if applicable a quotation for any works or materials not in contemplation when preparing the preceding quotation and this preceding quotation shall have no effect or to proceed with the existing quotation at the Company's sole option.

(iv) Published prices and/or quotations are merely invitations to treat and do not constitute offers. Published prices and/or quotations are given only as indications made in good faith and are subject to variation or withdrawal without notice.

4. Payment

(i) If a deposit has been paid then the final balance for Goods and/or Services shall be made 7 Days prior to the installation date agreed between the Company and the Customer, this shall be cleared funds, cheque payments shall allow an extra five days for funds to clear.

We require the fully cleared balance payment 7 days prior to installation. 7 days must be allowed for us to program the logistics and loading of our vehicles.

(ii) If payment has not have been made in accordance with clause 6(i) the Company shall be entitled to (a) rescind any discount offered making the original full price of the product payable (b) recover from the Customer interest, payable at the County Court rate applicable at the time of the contract, on any outstanding balance until the actual date of payment. This right shall exist without prejudice to any other right of the Company.

Payment must be made by the date indicated on the invoice. The company reserves the right to rescind any offers of discount if the customer fails to pay on time.



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(iii) The Company reserves the right at any time at its discretion to demand security for or vary the terms and method of payment, for continuing with or delivering Goods or Services in satisfaction of the order, notwithstanding any subsisting agreement to provide credit to the Customer. The Company shall notify the Customer in writing of such variations.

(iv) Should the Customer fail to make any payment on the due date then the Company shall be entitled to cancel any subsisting supply contract with or suspend any further deliveries to or collections by the Customer and also appropriate any payments made by the Customer for such other Goods, Services or materials or goods, services or materials supplied to the Customer under any contract as the Company may think fit notwithstanding any purported appropriation by the Customer. The Company shall not incur any liability to the Customer in respect of such cancellation or suspension and this right shall exist without prejudice to any other right of the Company.

5. Assignment

The Company has the right to sub-contract any order or any part or parts of any order.

6. Right of set-off

Any sum payable by the Company to the Customer on any account may at any time be offset by the Company, at the Company's sole discretion, against any sums payable by the Customer to the Company.

7. Delivery

(i) The Company shall deliver the Goods to the Customer at the address of the Customer in the Purchase Order. All delivery times are a guidance only and shall not be deemed as part of the contract with the Company due to production and shipping delays. Claims for compensation with delays will not be accepted unless stated in writing to a customer at point of sale.

(ii) The Customer shall be deemed to have accepted the Goods upon their delivery or installation. Any defects in the product once installed must be notified within 7 days of delivery/installation.

(iii) All risk in the Goods shall pass to the Customer upon delivery.

(iv) If the Company is unable to deliver the Goods for reasons outside its control, the Company shall be entitled, at the Customers expense, to place the Goods in storage until such time as the Goods may be delivered. Delays in transit are out of our control and compensation cannot be issued as per clause 3.

8. Performance

(i) Unless otherwise agreed in writing by the Company the Customer must, free of charge: (a) erect, maintain, dismantle and move all scaffolding and plant required for the Company's works, and (b) provide any water supply, artificial lighting, and electric power required for the Company's works, and (c) unload goods, plant and material immediately on arrival at the prescribed destination and provide secure and dry storage, and all reasonable facilities for execution thereof.

If the company is installing, the customer must provide conditions to enable the installation.

(ii) The Company shall carry out its work on a continuous basis during normal working hours and the Company's price is fixed accordingly. If special visits have to be made to the site or work has to be carried out in an uneconomical manner if time is lost or additional expenditure incurred due to the Company's operative being denied access to or waiting on site or having to return to the site to commence or continue work. The Company reserves the right to make an extra charge to cover such cost. The Company's prices are subject to public transport being attainable to within reasonable distance of the site of the work and suitable lodgings being available at current substance allowance rates. The Company reserves the right to make an extra charge should these conditions not be fulfilled. Notification of such charges maybe obtained by the Customer at his request from the Company.

The company allocates one single visit to carry out installations. Further visits to site due to problems incurred by the customer will be chargeable.



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(iii) The Company shall only install the Goods into fully prepared openings that have the correct tolerances allowed and solid structural sides all round to enable a level, firm and secure fixing of the Goods; these include: steel, solid brick, concrete and structural timber beams or lintels. If however the Company cannot install the Goods due to incorrect opening sizes, no tolerances allowed, openings not being of a structural sound quality to enable level, firm and secure fixing, disruption by other trades or obstruction e.g. scaffold being directly outside or inside the opening aperture. The Company reserves the right to incur additional costs to the Customer for re-attending site to complete works.

The customer must provide the correct opening requirements to enable the goods to be installed. There will be additional charges if the goods cannot be installed on the day of attendance.

(iv) All safety, health, welfare facilities and arrangements where applicable are required to comply with all health and safety regulations and legislation for the time being in force and are to be provided by the Customer free of cost to the Company.

9. Responsibility

(i) The Company's workmen are instructed to exercise due care and skill in doing their work and the Company will not accept responsibility for damage to the fabric or the contents of the buildings or the work of other trades however caused. The Customer shall have no claim in respect of any damage or loss to the personal property of the Customer or any other persons, except in respect of death or personal injury, caused by theft, fire, explosion, flooding or any other materials whether caused by accident or negligence arising from any other apparatus or materials required for the purpose of the Company's work. All safety, health, welfare facilities and arrangements where applicable are required to comply with the Building (safety, health and welfare) Regulations 1948 and any other like regulations for the time being in force are to be provided by the Customer free of cost to the Company.

The company does not accept any responsibility for damage caused to the fabric or contents of the building during installation. The customer is responsible for any insurance required in such an event.

10. Inspection and Testing

(i) Upon serving notice within 3 days of installation to the Customer, the Customer shall be entitled to replacement Goods if the Company is reasonably satisfied that the Goods have been damaged during transportation or installation.

(ii) The Company will not be liable for any fixing charges incurred by the Customer arising from any Goods or materials or work done proved to be defective or delayed and shall not be responsible for any additional overheads, administrative expenses, contractual penalties or other cost, claims and demands arising from the Customer's obligations to any third party and due indirectly or directly to any defects or delays in the Goods or materials supplied or work done by the Company. The Customer accepts that it is their responsibility to insure against these risks.

The company is not liable for any costs incurred by the customer in the event of a delay or defect. The customer will have responsibility for insurance against this

(ii) Any alleged shortage, delay, damage or defect shall not constitute valid grounds for a Customer to delay payment in respect of the Goods installed and for the avoidance of doubt the Customer shall be required to pay for all Goods and materials supplied in respect of which there is an alleged claim for damage, delay, defect or variation from the terms of the delivery note or other default in accordance with the provision of the agreement.

Alleged shortage, delay, damage or defect does not constitute grounds to delay payment for the goods.

11. Guarantee

(i) Structural Integrity of Aluminium Doors. The powder coated aluminium panels and framing members shall be free from defects in material or workmanship and maintain their structural integrity and form for a period of fifteen (15) years following delivery.

(ii) Structural Integrity of Timber Doors. The factory painted timber panels and framing members shall be free from defects in workmanship and maintain their structural integrity and form for a period of fifteen (15) years following delivery. Clear finished products are excluded. The non factory painted timber panels and framing members shall be



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free from defects in workmanship and maintain their structural integrity and form for a period of five (5) years following delivery. Weathering, expansion and exterior deterioration of timber surfaces in this instance are not covered under the terms of the warranty. Clear finished products are included.

(iii) Glass. Laminated Glass – Folding Sliding Doors Limited warrants that for a period of five (5) years from delivery under normal conditions of use, that the products shall be free of defects resulting in material edge separation or obstruction of vision from delaminating. Insulated Glass – Folding Sliding Doors Limited warrants that the sealed glass component of insulated glass shall be free of defects resulting in material obstruction of vision or film formation caused by dust or moisture on the internal surface of a sealed unit for a period of ten (10) years following delivery. Imperfections such as scratches or reflected distortions from a tempering or heat strengthening process are to be expected and are not covered under this warranty. Broken glass is not covered under this warranty.

(iv) Hardware. For products originally installed in a single family residence, Folding Sliding Doors Limited warrants that for a period of ten (10) years following delivery that the mechanical operation of hardware components will be free from mechanical defect (installation excluded). For products originally installed in non-single family residential applications, Folding Sliding Doors Limited warrants that for a period of three (3) years following delivery that the mechanical operation of hardware components will be free from mechanical defect. For products installed within three (3) miles of bodies of salt water the warranty period is one (1) years. Coatings on movable or handled hardware are not covered under this warranty.

(v) Paint Finish. Factory sprayed wood finish – Folding Sliding Doors Limited warrants that for a period of five (5) years following delivery that the finish will not peel, crack or blister. For products installed within three (3) miles of bodies of salt water the warranty period is two (2) years. Maintenance of factory sprayed wood finishes must follow Folding Sliding Doors Limited's simple maintenance procedure of regularly washing the profile with warm soapy water. Clear finished products are excluded. Powder coated paint finishes – Folding Sliding Doors Limited warrants that for a period of ten (10) years following delivery that the paint finish will not blister or peel. For products installed within three (3) miles of bodies of salt water the warranty period is three (3) years. Note that as powder coat is a commercial finish, it is typical for powder coated finishes to have an orange peel appearance, speckles, bubbles, craters, pinholes and processing marks that occur during manufacturing. These are not considered defects or covered under the warranty unless they are visible from three (3) metres. Maintenance of powder coated finishes must follow Folding Sliding Doors Limited's simple maintenance procedure of regularly washing the profile with warm soapy water. Anodized finishes - Folding Sliding Doors Limited will warrant the Class 1 clear anodized finish against cracking, crazing, flaking or blistering for five (5) years from date of delivery. Note that it is typical for anodized finishes to have colour variation and dye and processing marks that occur during manufacturing. These are not considered defects or covered under the warranty. Maintenance of clear anodized finishes must follow Folding Sliding Doors Limited's simple maintenance procedure of regularly washing the profile with warm soapy water.

(vi) Terms for £1000 Security Warranty. The security warranty will be valid for a period of five (5) years from the date of registration. The warranty will only take effect from the date of receipt of the registration form. The total compensation package of up to £1000 (one thousand) will be the maximum amount payable in full and final settlement of any claims. Windows and doors must be securely closed (not in night vent position) and locked with the keys provided. The security warranty covers the frames and hardware from forced entry. This is not a warranty on the glass or key locking cylinders, no payment will be issued in cases where entry has been made by breaking the glass or key locking cylinder attack. In the event of a break-in where a Folding Sliding Doors Limited product is forced open, you must contact your installer/dealer with full details with photographs and a police crime incident number. If on investigation, it is found that the Folding Sliding Doors Limited products were correctly installed, adjusted and maintained, but failed during the break-in, we will then issue the relevant payment. This will be made in two parts; (i) £500 (five hundred) to the registered claimant and (ii) up to £500 (five hundred) towards the cost of replacement or repair of damage to the product caused by the break-in. One claim per household can be made during the warranty period and notification of any claim must be made within twenty eight (28) days of the break-in.

(vii) 10 Year Manufactures Warranty. In addition to the standard 15 year warranty, our Manufactures; The Folding Sliding Door Company offer a ten (10) year manufacturer warranty. This warranty is insurance backed.

12. Passing of Property and Risk

(i) Ownership of the Goods remains with the Company and will not pass to the Customer until either the Company is paid for all the Goods and no other amounts are owed by the Customer to the Company in respect of other Goods



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supplied or the Customer sells the Goods in accordance with this agreement in which case ownership of the Goods shall pass to the Customer immediately before the Goods are delivered to the Customer's purchaser.

(ii) If the Customer is overdue in paying for the Goods or any goods supplied the Company may if still the owner of the Goods recover and resell them. The Company may enter the Customer's premises for this purpose and this right does not prejudice the any other right of the Company.

(iii) Until the Customer has paid the Company for the Goods and all other goods supplied to him by the Company the Customer holds the Goods on trust for sale. If the Customer sells the Goods the Customer shall hold the proceeds of sale on trust for sale for the Company in a separate bank account. Further the Company may trace into any bank or other account, which the Customer maintains. If the Customer sells the Goods the Company may by written demand require the Customer to assign to the Company the Customer's rights to recover the price from a subsequent purchaser.

(iv) The Customer must not assign to any other person any rights arising from the sale of the Goods without the written consent, of the Company's Chairman or Secretary. Where such consent is given it is conditional upon the assignee accepting the conditions between the Customer and the Company.

(v) The Customer must insure the Goods against all insurable risks for the price due to the Company for the Goods.

(vi) If the Goods are destroyed by an insured risk before the Customer has paid for them the Customer shall hold the proceeds as the Company's trustee.

13. Quality

(i) Where samples are submitted these are drawn from bulk and are representative of the whole and no guarantee can be given that every item will be the same in all material respects as the sample.

If the company supplies samples to the customer. The company cannot guarantee that the goods will match the sample exactly.

(ii) The Goods or materials supplied are on the basis that they conform to the written descriptions contained on the order or confirmation where supplied. No warranty can be given that the Goods or materials supplied conform to the sketch plans or drawings provided to the Company by the Customer or to illustrations or descriptions in catalogue or trade literature.

(iii) In the event that the Company provides estimates of quantities or measurements on the basis of drawings and/or Bills of Quantities and/or specifications submitted by the Customer the Company shall exercise reasonable care in providing such but the Company accepts no liability for inaccuracies in the estimates or calculations.

(iv) Any Goods manufactured to the design or specification of the Customer or its experts or detail taken off plans supplied by the Customer are produced without warranty of any kind except their compliance with the design or specification. The Customer will unconditionally fully and effectively indemnify the Company in respect of any claim, cost or expenses, losses or demands resulting there from including the infringement of patent, copyright, design, trademark or any industrial or intellectual property rights resulting from the Company's use of the said design or specifications.

(v) When estimates are provided by the Company on the basis of plans and specifications supplied by the Customer then the Customer shall recheck the specification and quantities quoted and shall be deemed to have accepted the specifications and quantity specified when placing the order unless written notice of any variations are given to the Company.

(vi) Design and advisory services (including the preparation of drawings, specifications, contract particulars and the like) shall be provided by the Company with reasonable skill and care but no other representations or undertakings are made or are to be implied in connection with any such services nor shall the Company be under any liability whatsoever in respect of these services if erection is carried out before any necessary approval, commissions and consents of third parties are obtained.

(vii) If the Company arranges processing of Goods and materials on behalf of the Customer by a third party such processing will be carried out under the standard terms and conditions of the third party and entirely and at the



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Customer's own risk. No undertakings or warranties either expressed or implied are given in respect of any processed goods. The Customer shall be entitled to copies of third party standard terms and conditions as appropriate on written request. The Company's liability in respect of loss or damage to processed goods shall be limited to the costs and expenses of such processing operation and shall not be determined by the inherent value of the goods or materials thereby processed.

(viii) The Customer is deemed to be fully conversant with the nature and performance of the goods and materials supplied to it including any harmful, hazardous or dangerous effects resulting from their usage or misuse and shall not be reliant in any way upon the advice, skill or judgment of the Company or its servants, agents or employees who are not authorised to make any representations concerning the goods whatsoever other than those confirmed by the Chairman or Director of the Company in writing.

The customer knows how the product works, operates and understands the full principle of the goods

(ix) If the materials are supplied to the Customer of a specified grade no warranty is given that the grade will be suitable for the purposes required by the Customer.

14. Indemnity

(i) Should the Company incur any liability whether by court proceedings or by bonafide out of court settlement or by Arbitration under clause 17 or as a result of a claim against the Company in respect of an alleged defect or defects in the Goods or materials supplied or Services provided or any other claim then the Customer must indemnify the Company against the liability.

(ii) In no circumstances shall the Company's liability in contract, tort or otherwise to the Customer arising out of or in connection with this Contract or the Goods or materials supplied hereunder exceed the invoice price of the particular Goods or materials concerned.

If the company were to incur liability, the customer releases the company of responsibility for any charge over and above the original value of the invoice. If, however, company takes responsibility, the company will only honour liability to the value of the original invoice. This does not affect you statutory rights.

15. Enforceability

Should any provisions of these terms and conditions be held by a competent authority to be invalid or unenforceable in whole or in part then the validity of the remaining provisions shall not thereby be affected.

16. Arbitration

The Company or the Customer may give written notice to the other of any question, dispute or difference, which may arise between them in relation to, or in connection with the contract, and they shall have the right to arrange a meeting between each other to discuss such matters. In the event that such a meeting is not arranged the same shall be referred to the arbitration of a person mutually agreed upon or failing agreement within one calendar month of some person appointed by the President for the time being of the Institute of Arbitrators. The submission shall be deemed to be a submission within the meaning of the Arbitration Act 1950 or any other statutory modification or re-enactment thereof.

17. Jurisdiction

This contract shall in all respects be construed and operate as an English contract and in conformity with English Law and the Company and Customer agree to submit to the jurisdiction of the English Courts.