



TRADE TECH WINDOWS & DOORS

Trade Terms & Conditions

For Business Customers - legally binding commercial terms for supply-only and supply-and-fit orders

Company	AWL Trade Windows & Doors Ltd trading as Trade Tech Windows & Doors
Company number	14193722
Address	The Old Cold Stores, Goshen Farm, Brenchley Road, Matfield, Kent, TN12 7DT
Telephone	01892 481875
Email	enquiries@trade-tech.co.uk
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Contents

1. Definitions and interpretation
2. Application and incorporation of these Trade Terms
3. Quotations
4. Orders and formation of contract
5. Customer responsibility for specifications
6. Product descriptions, samples and tolerances
7. Prices, VAT and price changes
8. Payment terms
9. Late payment, suspension and debt recovery
10. Credit accounts
11. Delivery
12. Risk and ownership
13. Storage and uncollected goods
14. Inspection and acceptance
15. Supply-only orders
16. Supply-and-fit orders
17. Site conditions and health and safety
18. Variations and additional work
19. Cancellation and returns by Business Customers
20. Defects, remedial work and warranty claims
21. Manufacturer guarantees
22. Glass, sealed units and surface damage
23. Maintenance
24. Intellectual property
25. Confidentiality and data protection
26. Waste and packaging
27. Force majeure
28. Liability
29. Indemnities
30. Compliance and anti-bribery
31. Entire agreement and no oral variation
32. Assignment, third party rights and notices
33. Severance, waiver, disputes and governing law
34. Schedule 1 - Order acknowledgement wording
35. Schedule 2 - Recommended first-order acceptance wording
36. Schedule 3 - Sign-off and practical control points

Trade Terms & Conditions

Document status: Standard terms document. To be issued before order acceptance and linked from quotations, order acknowledgements, website legal pages and credit account documentation.

1. Definitions and interpretation

This document sets out the standard trade terms on which AWL Trade Windows & Doors Ltd trading as Trade Tech Windows & Doors supplies goods and services to Business Customers.

In this document, Business Customer means any person, firm, company, partnership, public authority, contractor, builder, developer, installer, landlord, property company, glazing company or other organisation buying wholly or mainly for business purposes.

Goods means any products supplied by us, including uPVC windows, aluminium windows, composite doors, aluminium doors, bifolding doors, patio sliders, French doors, roof lanterns, rooflights, sealed units, integral blinds, hardware, panels, trims, ancillary products and special order items.

Services means any surveying, design, advice, delivery, installation, remedial, maintenance, technical or other services supplied by us.

Made-to-Measure Goods means goods manufactured, ordered, cut, configured, adapted, colour-matched, specified or otherwise supplied to particular sizes, colours, designs, schedules, drawings, openings or project requirements.

Contract means the legally binding contract between you and us for the supply of Goods and/or Services.

Site means the delivery, installation, collection, inspection or work location stated in the Contract or otherwise agreed in writing.

Writing includes email, electronic quotation, electronic order acknowledgement and any other durable written communication.

2. Application and incorporation of these Trade Terms

These Trade Terms apply to all quotations, orders, supplies, deliveries, collections, Goods and Services supplied by us to Business Customers.

These Trade Terms apply to the exclusion of any terms you seek to impose or incorporate, including purchase order conditions, site rules, main contractor terms, contractor framework terms or any terms printed on your documentation, unless expressly agreed in writing by a director of Trade Tech.

By requesting a quotation, placing an order, making payment, authorising manufacture, accepting delivery, collecting Goods, permitting installation, or otherwise instructing us to proceed, you agree that these Trade Terms apply.

We recommend that you provide a copy of these Trade Terms to any employee, subcontractor, customer or representative involved in ordering, checking, receiving or installing Goods supplied by us.

These terms must be issued with quotations and order acknowledgements. Do not hide them only in a website footer. If you want them to be enforceable, make sure customers see them before the Contract is formed.

3. Quotations

Our quotation is an invitation to place an order. It is not an offer capable of acceptance unless it expressly says otherwise.

Unless stated otherwise, a quotation is valid for 30 days but may be withdrawn or amended before a Contract is formed.

All quotations are based on the information available to us at the time. You are responsible for checking all sizes, colours, specifications, product codes, quantities, schedules, drawings, glass types, opening directions, cills, thresholds, hardware, handles, finishes, access requirements and Site information before ordering.

Any typographical, clerical or obvious error in a quotation, price list, schedule, invoice, drawing or other document may be corrected without liability.

Where we provide sketches, CAD files, product schedules, advice, estimated sizes, diagrams or specifications, they are guidance only unless we expressly confirm in writing that we accept responsibility for that element.

4. Orders and formation of contract

Your order is an offer to buy Goods and/or Services in accordance with these Trade Terms.

A Contract is formed only when we issue written order confirmation, accept payment, order materials, instruct a supplier, commence manufacture, begin processing the order, arrange delivery or begin providing Services, whichever occurs first.

Once a Contract is formed, you may not cancel or amend the order except with our written agreement or as expressly allowed in these Trade Terms.

For Made-to-Measure Goods, the order becomes binding as soon as we begin processing, ordering, cutting, manufacturing, scheduling, supplier instruction or other preparatory work.

You must check our order confirmation immediately. Any error must be notified in writing before processing begins. If you fail to do so, you are responsible for any resulting cost, delay or remanufacture.

5. Customer responsibility for specifications

You are responsible for ensuring that Goods and Services are suitable for their intended purpose, project, opening, building, specification and end user.

Unless we expressly agree in writing to carry out a full survey and accept responsibility for measurements, you are responsible for all measurements supplied to us.

Where measurements, drawings, schedules or specifications are supplied by you, your customer, architect, surveyor, installer, builder or contractor, you warrant that they are accurate and complete.

We are not liable for Goods manufactured correctly in accordance with information supplied by you or on your behalf, even if that information later proves incorrect.

You are responsible for checking building regulations, planning restrictions, fire escape requirements, conservation conditions, structural adequacy, lintels, ventilation requirements, safety glass requirements and any other legal or technical requirement unless we expressly agree otherwise in writing.

6. Product descriptions, samples and tolerances

Images, brochures, showroom displays, samples, swatches, social media posts, website images, technical literature and advertising materials give a general indication only.

Colours, foils, powder coating, grains, textures, gaskets, glass appearance, hardware finish, spacer bars, panel finish and component appearance may vary between batches, materials, manufacturers and production runs.

Minor variation in colour, shade, profile, texture, dimensions, sightlines, welds, beads, gaskets, hardware, threshold detail or finish shall not be a defect where within normal trade or manufacturer tolerances.

Glass may contain minor imperfections within recognised industry standards. The usual test is normal daylight viewing from a reasonable distance and not close inspection under artificial, raking or magnified light.

Sealed units, decorative glass, integral blinds, toughened glass, laminated glass and roof glazing are subject to manufacturing tolerances and limitations. You accept those limitations.

7. Prices, VAT and price changes

Unless stated otherwise, prices are exclusive of VAT, delivery, access equipment, lifting equipment, making good, scaffolding, parking, permits, disposal and Site-specific costs.

VAT is payable at the applicable rate at the relevant tax point.

We may revise prices before delivery or performance where there is an increase in costs outside our reasonable control, including supplier increases, raw material cost changes, glass cost changes, aluminium cost changes, uPVC cost changes, fuel, transport, labour, exchange rates, import duties, taxes, regulatory cost or manufacturer surcharge.

Where a price increase is material, we will notify you where reasonably practical before continuing. If you refuse the increase, we may cancel the affected part of the Contract and refund sums paid for Goods or Services not supplied.

Any discount, rebate or trade rate is discretionary and may be withdrawn or amended at any time before a Contract is formed.

8. Payment terms

Unless we agree credit terms in writing, payment is due in full when the order is placed.

We may require a deposit, balance payment before manufacture, balance payment before delivery, payment on delivery or stage payments.

For approved credit accounts, payment is due strictly in accordance with the credit terms confirmed by us in writing. If no written credit period is confirmed, payment is due on invoice.

Time for payment is of the essence.

You must pay in pounds sterling in cleared funds without deduction, withholding, set-off or counterclaim except where prohibited by law.

Minor snagging, disputed items, warranty claims or alleged defects do not entitle you to withhold the full invoice. Any withholding must be reasonable, proportionate, notified in writing and limited to the item genuinely in dispute.

9. Late payment, suspension and debt recovery

If you fail to pay any sum when due, we may suspend manufacture, delivery, Services, warranty support, credit facilities and further orders without liability.

We may charge statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 or any other contractual interest rate agreed in writing.

We may recover all reasonable debt recovery costs, legal costs, tracing costs, court fees, enforcement costs and professional fees where recoverable by law.

We may allocate payments received from you against any invoice, debt, Goods or Services as we consider appropriate.

Persistent late payment may result in withdrawal of credit facilities and conversion to pro forma payment terms.

10. Credit accounts

Credit accounts are granted entirely at our discretion and may be refused, suspended, reduced or withdrawn at any time.

We may set, amend or withdraw credit limits without giving a reason.

You authorise us to obtain and share credit references, payment histories and information about your financial standing for credit control purposes.

You must notify us in writing of any change in ownership, trading style, legal entity, directors, partners, financial position, solvency, address or business structure.

Until we confirm otherwise in writing, the original account holder remains liable for all sums due.

11. Delivery

Delivery dates and lead times are estimates only. Time for delivery is not of the essence unless expressly agreed in writing by a director of Trade Tech.

We are not liable for loss, delay, third-party costs, fitting costs, scaffolding costs, labour costs, penalties, loss of profit or loss of business arising from late delivery, provided we use reasonable efforts to deliver within a reasonable period.

You must not book fitters, tradespeople, cranes, scaffolding, access equipment or other third-party services until the Goods have been delivered and checked.

Where we agree to deliver to Site, delivery will be made to the nearest safe and lawful unloading point determined by our driver or delivery contractor.

You are responsible for suitable access, safe unloading, sufficient labour, lifting equipment, parking, permits and a safe delivery environment.

If delivery cannot be completed because of unsuitable access, absence of authorised personnel, unsafe conditions, lack of unloading assistance, incorrect information or any issue outside our control, we may charge aborted delivery, storage and redelivery costs.

12. Risk and ownership

Risk in Goods passes to you on delivery, collection or deemed delivery.

Ownership of Goods does not pass until we receive payment in full and cleared funds for all sums due from you to us under the relevant Contract and any other contract.

Until ownership passes, you hold the Goods as our bailee, must store them safely and separately where practical, must keep them identifiable as our property, must insure them for full replacement value and must not charge or dispose of them except in the ordinary course of business.

If you fail to pay sums due or become insolvent, we may enter premises where Goods are stored to inspect, recover or repossess them so far as permitted by law.

If Goods are resold before ownership passes, you sell as principal and hold the proceeds of sale on trust for us to the extent of sums owed.

13. Storage and uncollected goods

If Goods are ready for delivery or collection and you fail to accept delivery or collection, risk passes to you from the date the Goods are first made available.

We may place Goods into storage and charge storage, handling, insurance, redelivery and administration costs.

If Goods remain uncollected or undelivered for more than 90 days after we notify you that they are ready, we may give written notice requiring collection. If you still fail to collect, we may sell, dispose of or recycle the Goods and deduct our costs from any proceeds.

Storage does not affect your obligation to pay for the Goods.

14. Inspection and acceptance

You must inspect all Goods immediately on delivery or collection.

Visible damage, shortages, incorrect items, glass scratches, frame damage, hardware damage, colour issues, specification issues and delivery discrepancies must be reported in writing within 48 hours.

Goods must not be installed until inspected. Installation shall be treated as acceptance of visible condition except for latent defects that could not reasonably have been discovered before installation.

If Goods are installed with visible defects, we shall not be liable for removal, refitting, access, making good, labour, delay or consequential costs unless required by law or caused by our own installation Services.

The Delivery, Inspection & Acceptance Policy forms part of these Trade Terms.

15. Supply-only orders

For supply-only orders, we are responsible for supplying Goods in accordance with the Contract.

You are responsible for surveying, measuring, checking specifications, checking suitability, storing, handling, installing, maintaining and complying with regulations.

We are not liable for incorrect fitting, installation damage, poor storage, unsuitable openings, building movement, water ingress caused by others, structural defects, failed sealant application, poor drainage, misuse or failure to follow manufacturer guidance.

Any installer instructed by you is your responsibility and not our agent.

16. Supply-and-fit orders

Where we agree to provide installation Services, you must ensure that the Site is safe, accessible, ready and suitable on the agreed date.

You must provide access, parking, power, welfare facilities where reasonably required, and all permissions and consents needed for the work.

You must remove or protect furniture, carpets, curtains, blinds, valuables, alarms, cables, pipes, decorations and personal possessions before installation starts.

Unless expressly included in our quotation, installation does not include structural works, lintels, making good, plastering, decorating, electrical works, alarm works, scaffolding, asbestos removal, building control fees, planning applications or specialist access equipment.

If the Site is unsuitable, unsafe, not ready, structurally defective or affected by hidden hazards, we may suspend work and charge additional costs, delays, wasted time and return visits.

17. Site conditions and health and safety

You are responsible for ensuring that the Site is safe and complies with health and safety law.

You must notify us in advance of hazards including asbestos, unsafe structures, fragile roofs, restricted access, live services, security restrictions, parking restrictions, protected surfaces, listed building issues and conservation restrictions.

You must ensure that your employees, contractors and customers comply with instructions, warnings and manufacturer guidance relating to Goods and Services.

You indemnify us against claims, losses, costs and liabilities arising from unsafe Site conditions, hidden hazards, inaccurate information or failure to obtain consents, except to the extent caused by our negligence.

18. Variations and additional work

Any change to Goods, Services, specifications, dates, Site address, access requirements or other Contract terms must be agreed in writing.

We may charge for variations, additional work, wasted time, additional materials, return visits, delays, redesign, remanufacture, restocking and supplier charges.

We are not obliged to accept variation requests once Goods have been ordered, processed, manufactured, cut or customised.

Verbal comments by installers, drivers, sales staff or subcontractors do not vary the Contract unless confirmed in writing by a director.

19. Cancellation and returns by Business Customers

Business Customers have no automatic right to cancel a Contract.

If we agree to cancel, cancellation is on terms we specify and you must pay all costs incurred, including supplier charges, materials, manufacturing costs, design work, administration, handling, transport, restocking and loss of profit.

Made-to-Measure Goods, special-order Goods, bespoke Goods and Goods ordered to specification are non-cancellable and non-refundable unless defective or incorrectly supplied by us.

No returns are accepted unless agreed in writing. Returned Goods must be unused, uninstalled, undamaged, complete and in original condition.

20. Defects, remedial work and warranty claims

If you believe Goods or Services are defective, you must notify us in writing as soon as reasonably possible and provide order details, photographs, description of the issue, location, installation status and relevant installer comments.

We must be given a reasonable opportunity to inspect before any remedial work is carried out by you or a third party.

If you carry out remedial work without giving us that opportunity, we shall not be liable for those costs unless required by law.

Our liability for defective Goods or Services shall, at our option, be limited to repair, replacement, rectification, credit or refund of the defective part.

We are not liable for defects caused by misuse, incorrect storage, incorrect handling, incorrect installation by others, building movement, poor maintenance, accidental damage, fair wear and tear, third-party alteration, unsuitable Site conditions, condensation caused by environmental conditions, or failure to follow manufacturer guidance.

The Warranty & Claims Procedure forms part of these Trade Terms.

21. Manufacturer guarantees

Some Goods may be supplied with manufacturer guarantees. These are provided by the relevant manufacturer and may be subject to separate terms, exclusions, registration requirements, maintenance requirements and claim procedures.

We will provide reasonable assistance with manufacturer warranty claims where appropriate, but we are not responsible for obligations owed directly by a manufacturer unless required by law.

A manufacturer guarantee does not extend our own liability beyond these Trade Terms.

22. Glass, sealed units and surface damage

Glass must be inspected before installation wherever reasonably possible.

Visible scratches, marks, cracks, spacer bar issues, Georgian bar issues, integral blind issues or sealed unit defects must be reported before installation where they could reasonably be identified.

Glass breakage after delivery is not covered unless caused by a defect present at delivery or by our negligence.

Stress cracks, thermal cracks, nickel sulphide inclusions, impact damage, edge damage, site damage and damage caused by poor handling, installation, storage, shading, films, blinds, heat sources or building movement may not be covered.

Condensation on room-facing surfaces, external surfaces or within the property is generally caused by environmental conditions and is not usually a sealed unit failure unless condensation occurs between panes.

23. Maintenance

You are responsible for maintaining Goods in accordance with manufacturer guidance and normal industry practice.

Maintenance may include cleaning frames, lubricating moving parts, clearing drainage channels, adjusting hinges, maintaining hardware, cleaning glass correctly and avoiding abrasive materials.

Failure to maintain Goods properly may invalidate warranty rights or reduce available remedies.

24. Intellectual property

All intellectual property rights in our quotations, drawings, specifications, CAD files, designs, schedules, templates, documents, photographs, website content, technical information and other materials remain owned by us or our licensors.

You may use such materials only for the purpose of considering or proceeding with an order from us.

You must not copy, reproduce, adapt, disclose, share, publish, reverse-engineer or use our materials to obtain competing quotations or manufacture Goods elsewhere without our written consent.

25. Confidentiality and data protection

You must keep confidential all trade pricing, discounts, technical documents, drawings, specifications, commercial arrangements and other confidential information supplied by us.

You must not disclose such information except where necessary for proper performance of the Contract or where required by law.

We will process personal information in accordance with applicable data protection laws and our Privacy Policy.

You must ensure that any personal information you provide about homeowners, tenants, employees, contractors or Site contacts is provided lawfully and those individuals are informed that their details may be shared with us for Contract purposes.

26. Waste and packaging

Unless expressly agreed in writing, you are responsible for disposal of waste, packaging, old frames, glass, pallets and other materials arising from the Goods or Services.

You must comply with all applicable waste disposal laws and regulations.

Where we agree to remove waste, this is limited to the waste expressly identified in our quotation or order confirmation.

27. Force majeure

We shall not be liable for delay or failure caused by events beyond our reasonable control.

Such events may include supplier delays, material shortages, glass shortages, transport disruption, strikes, labour shortages, fuel shortages, adverse weather, fire, flood, pandemic, epidemic, cyber incident, power failure, import delays, customs issues, war, civil unrest, terrorism, government action, regulatory change, machine breakdown, manufacturer failure or subcontractor failure.

Where such an event occurs, we may extend time for performance, suspend performance, cancel affected orders, reduce quantities or offer alternative Goods where reasonable.

28. Liability

Nothing in these Trade Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, breach of title or any other liability which cannot lawfully be excluded or limited.

Subject to the above, our total liability arising out of or in connection with a Contract, whether in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution or otherwise, shall be limited to the price paid or payable for the Goods or Services giving rise to the claim.

We shall not be liable for loss of profit, loss of business, loss of contract, loss of goodwill, loss of anticipated savings, loss of use, business interruption, third-party costs, delay damages, fitting costs, scaffolding costs, crane costs, finance costs, penalties, liquidated damages or indirect or consequential loss.

We are not responsible for removal, refitting, making good, access equipment, decoration, plastering, tiling, flooring, alarm works, electrical works, scaffolding or third-party labour unless expressly agreed in writing or caused by our defective installation Services.

Each limitation and exclusion is separate and severable.

29. Indemnities

You shall indemnify us against losses, claims, damages, liabilities, costs and expenses arising from incorrect measurements, unsafe Site conditions, failure to obtain consents, intellectual property infringement from your specifications, claims by your customers or contractors, or incorrect installation, storage, handling or maintenance by you or others.

This indemnity does not apply to the extent the loss is caused by our negligence or breach of contract.

30. Compliance and anti-bribery

You must comply with all applicable anti-bribery, anti-corruption, anti-money laundering, sanctions and trade compliance laws.

You must not offer, request, receive or accept any bribe, inducement, secret commission or improper payment in connection with a Contract.

We may terminate a Contract immediately if you breach this clause.

31. Entire agreement and no oral variation

These Trade Terms, together with our quotation and order confirmation, constitute the entire agreement between you and us.

You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty not set out in the Contract.

Nothing excludes liability for fraud or fraudulent misrepresentation.

No variation is effective unless in writing and signed or expressly approved in writing by a director of Trade Tech.

32. Assignment, third party rights and notices

You may not assign, transfer, charge or subcontract your rights or obligations without our written consent.

We may assign, transfer or subcontract our rights and obligations where reasonably necessary for business purposes.

Except for any group company, officer, employee, agent, subcontractor or insurer of Trade Tech, no person other than you and us has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

Any notice must be in writing and sent to the relevant party at its last notified address or email address. Email notices are deemed received on the next working day after sending if no delivery failure notification is received. Postal notices are deemed received two working days after first-class posting.

33. Severance, waiver, disputes and governing law

If any provision is invalid, unlawful or unenforceable, it shall be deemed deleted to the minimum extent necessary and the remainder shall continue in force.

Failure or delay in enforcing a right is not a waiver. A waiver of one breach is not a waiver of any later breach.

If a dispute arises, both parties shall try to resolve it in good faith. Either party may propose mediation where appropriate.

Nothing prevents urgent court relief, debt recovery, enforcement of retention of title or legal action where necessary.

These Trade Terms and any Contract are governed by English law and the courts of England and Wales have exclusive jurisdiction.

34. Schedule 1 - Order acknowledgement wording

The following wording should be included on quotations, order acknowledgements and pro forma invoices: All orders are accepted subject to the Trade Tech Trade Terms & Conditions, Delivery, Inspection & Acceptance Policy and Warranty & Claims Procedure current at the date of order. Copies are available on request and at the Trade Tech website legal page.

Where possible, include a clickable link to the legal page and attach the PDF documents to the first quotation or order acknowledgement sent to a new Business Customer.

For high-value orders, obtain written acknowledgement that the customer has read and accepts these documents before manufacture begins.

This Schedule is operational guidance and does not limit the main body of these Trade Terms.

35. Schedule 2 - Recommended first-order acceptance wording

For new trade accounts, we recommend using the following acceptance wording: I confirm that I am placing this order in the course of business and that I accept the Trade Tech Trade Terms & Conditions, Delivery, Inspection & Acceptance Policy and Warranty & Claims Procedure. I confirm that all sizes, colours, specifications and delivery details have been checked and are correct.

This wording may be included in email acceptance, electronic order forms, credit account opening forms or signed order confirmations.

If a customer refuses to accept the terms, do not proceed with manufacture until a director has reviewed the commercial risk.

36. Schedule 3 - Sign-off and practical control points

High-risk orders should be controlled through written sign-off before manufacture, delivery and installation.

Examples include large commercial orders, unusual colours, high-value aluminium orders, roof glazing, special-order composite doors, complex schedules, customer-supplied measurements and projects where third-party delay damages may be alleged.

The minimum recommended control points are quotation issue, order confirmation, customer specification approval, manufacture instruction, delivery booking, delivery inspection and post-installation snagging sign-off where installation is provided.

Keeping these records substantially improves the prospects of enforcing these Trade Terms in a dispute.

End of document