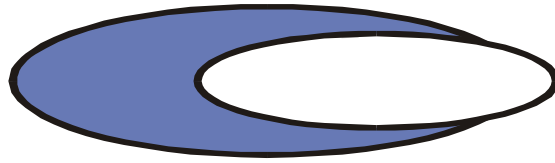


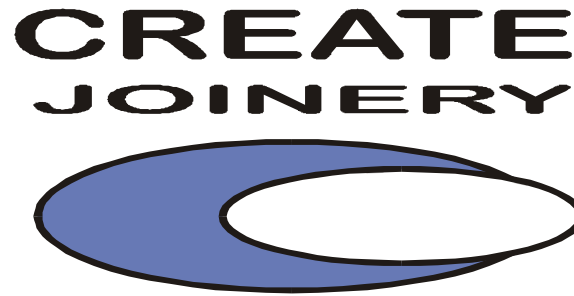
# CREATE JOINERY



## Information Pack

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## Terms & Conditions

### Standard Conditions of Sale

#### 1. Orders of goods

1.1 The Customer shall order the goods from the Company and such order will be confirmed on the Company's standard Order confirmation pages and subsequent standard documents (hereafter the 'Standard Document') from time to time in use.

1.2 Where the Customer is not an individual the person placing the order shall be deemed to have the requisite authority to bind the Customer in the placing altering or cancelling of orders.

#### 2. Cancellation or variation of orders

2.1 With the exception of Window and Door installations, which are subject to a 7 day cooling off period as shown in 2.2, no order which has been accepted by the Company may be cancelled or varied by the Customer except with the agreement in writing of the Company and, at the Company's absolute discretion, on the condition that the Customer shall indemnify the Company in full against any losses, costs, damages, charges and expenses incurred by the Company as a result of the cancellation or variation including loss of profit, labour and materials.

2.2 Orders for Window and Door installations are subject to a 7 day cooling off period. If you are unhappy with your contract for any reason it can be cancelled to obtain a full refund of the deposit. The customer needs to inform the company in writing of this within 7 days of the contract date by sending or taking this to Create Joinery, Unit 10, Europa Way, Swansea West Business Park, Swansea, SA5 4AJ . In the interest of certainty any cancellation needs to be by recorded delivery

#### 3. Price

3.1 The Price shall be that stated on the Standard Document subject to any increase in the cost to the Company which is due to any factors beyond the control of the Company (such as without limitation, alteration of duties, foreign exchange fluctuations, significant increase in the costs of labour, materials or other cost of manufacture). The Company will inform the Customer of such increase as soon as reasonably practicable.

#### 4. Payment

4.1 Payment shall be 30% on confirmation, 30% on manufacture, 40% on or prior to delivery, any variation on this needs to be agreed in writing by the Company.

4.2 Time shall be of the essence in respect of payment.

4.3 If the Customer fails to make any payment in accordance with the terms hereof then without prejudice to any other right or remedy available to the Company the Company may:

a) rescind the Contract or suspend any further deliveries and

b) charge the Customer interest (both before and after any judgement) on all amounts outstanding at the rate of 4% per annum above the base lending rate for the time being enforced by the Bank of England or any other Bank of the Company's choice and

c) appropriate any payment made by the Customer to such goods as the Company may in its absolute discretion think fit

4.4 The Company reserves the right to refuse to execute any order if the Customer's credit standing is not satisfactory to the Company

4.5 The Customer may not withhold payment of any invoice or any other sum due to the Company by reason of set off or counter claim for any reason whatsoever

4.6 If the Standard Documents state that delivery is to be by instalments each such instalment shall be deemed to be a separate contract and the terms hereof shall apply to each such contract accordingly.

#### 5. Delivery and acceptance

5.1 Where the Company is to deliver the goods to a site or location noted on the Standard Document the Company's obligation is limited to delivering the goods to site safe for unloading as near to the site set out on the Standard Document as is reasonably practicable.

5.2 The Customer shall be responsible for providing the necessary labour to unload and stack the goods from the transportation used for delivery.

5.3 If the Customer fails to take delivery of the goods or fails to give the Company adequate delivery instructions in accordance with the terms hereof (otherwise and by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may:

- a) store the goods until actual delivery is rearranged and charge the Customer for the reasonable cost (including insurance and transport) of storage and/ or
- b) sell the goods at the best price readily obtainable and after deduction of all expenses and costs account to the Customer for any excess over the price or charge the Customer for any shortfall below the price such sums being due in accordance with the terms hereof.

5.4 Any dates and times quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.

5.5 The goods may be delivered by the Company in instalments in advance of any delivery date upon reasonable notice to the Customer.

5.6 The goods shall be deemed to be accepted by the Customer unless the Company receives written notice to the contrary within 7 working days after the date of delivery.

## **6. Damage shortage or loss in transit**

6.1 The Company shall not be liable for any claim for damage shortage or loss in transit unless:

- a) in the case of shortage notice is given to the Company by the Customer specifying the shortage on the receipt note signed by the Customer and retained by the Company at the time of delivery.
- b) in the case of damage or non delivery written notice is received by the Company within 7 working days after the issue by the Company of its invoices.
- c) where a delivery is by a separately contracted carrier, the carrier has been notified in accordance with the carrier's conditions of carriage and the Company has received written notice of the damage or shortage within 3 working days of delivery.

## **7. Suitability of goods and samples**

7.1 The Customer shall be responsible for ascertaining whether the goods are suitable for his specific purpose except where the Customer has stipulated in writing that he is relying upon the Company's skill and judgement and the Company has accepted such a stipulation in writing.

7.2 Any samples supplied prior to the date hereof are intended to give an approximate idea of general quality and no condition or warranty is given or implied by the Company that the goods the subject hereof will in all correspond to the sample.

7.3 The Company reserves the right to charge the normal sale price in respect of any samples supplied provided that the Company has given notice of its intentions to do so to the Customer before the sample is supplied.

## **8. Warranties and liability**

8.1 Subject to the terms hereof the Company warrants that the goods will correspond with the specification on the Standard Document at the time of delivery and will be free from defects in material and workmanship as warranted in detail in the warranty document.

8.2 The conditions referred to above include the following:

- a) that the Company shall have no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer contrary to the Company's advice.
- b) that the Company shall have no liability in respect of any defect arising from fair wear and tear wilful damage, negligence, abnormal working conditions, misuse or alteration of the goods or failure to follow the Company's written instructions contained or referred to in any brochure, catalogue or specification issued by the Company in relation to the goods
- c) that the Company shall have no liability to the Customer if the price for the goods has not been paid in full by the Customer.

8.3 All terms conditions and warranties (whether implied or made expressly, whether by the Company or its servants or agents or otherwise) other than those expressed in the terms, conditions and warranties set out in this Agreement (relating to the quality and/ or fitness of purpose of the goods or any of the goods and any services provided hereunder) are excluded to the maximum extent permitted by law.

## **9. Agreements and Declaration**

9.1 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with the terms hereof the Company shall be entitled to replace the goods free of charge or at the Company's absolute discretion refund to the Customer the price (or a proportionate part thereof if applicable) but the Company shall have no further liability to the Customer

10. This agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.

11. Total liability by the party under this agreement shall not exceed the Price.

12. In the event that one clause or part of a clause is deemed by a Court of competent jurisdiction to be unenforceable or void then that shall not affect the enforceability of the remainder of the document.

13. The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed in writing by the Company. In entering into this agreement the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations that are not so confirmed.

14. The Company shall not be liable for any indirect losses to the Customer.

15. This agreement, together with the Company's Product Warranty form the entire agreement between the parties.

#### Care and Protection by user

With proper care and attention, factory finished door sets, windows and conservatories will give extended life between redecoration cycles. To achieve this performance, the following should be observed:

- At least once per year all coatings should be washed with mild detergent and water to remove any surface pollution.
- All hinge mechanisms and handles should be checked at least biannually for ease of operation and lubricated with light oil suitable for the purpose, as required.
- Weather seals should be cleaned at least once per year to remove any dust or grime in accordance with the manufacturer's instructions.
- Ventilators should be cleaned at least once per year to remove any dirt or grime in accordance with the manufacturers' instructions.

#### First and subsequent re-decoration

All areas to be recoated should be washed down with a mild detergent solution & rinsed with clean water to remove dust, insects and other contaminants, which can form a base for algae and fungi growth.

Where the coating system is intact but requires a cosmetic coat, the following procedure should be followed.

- Using a good quality, long haired, synthetic brush, designed for use with acrylic paints, apply one or two coats of Aquatop 2600 in the appropriate shade, colour & gloss level. Allow to dry for four hours between coats.

Where minor flaking affects small areas of the topcoat surface but the timber substrate is not exposed, the following procedure should be followed

- Abrade the damaged area with a fine grade abrasive paper to remove all unsound coating & feather out.
- Clean down and wash the abraded area to remove dust, and allow to thoroughly dry.
- Using a good quality, long haired, synthetic brush, designed for use with acrylic paints, apply a coat of Aquatop 2600 in the appropriate shade, colour & gloss level to the damaged area. Allow to dry for four hours & then apply a second coat.
- If the damaged area is widespread, it is recommended that the whole frame is lightly abraded and repaired as described above with the second coat applied to the complete frame.

Where moisture has penetrated joints, end grain, mitres or natural movement of the timber has opened shakes, treat as follows.

- Abrade the damaged area with a medium and then fine grade abrasive paper.
- Clean down and wash the abraded area to remove dust, and allow to thoroughly dry.
- Treat bare wood, where appropriate, with a surface preservative, such as Teknol Aqua 1410, and allow to dry.
- Prime with Aqua Primer 2900 base coat stain in the original colour for translucent systems or Anti Stain Aqua 2901 for opaque systems.
- Seal any open joints with Teknoseal 4001 joint sealer applied by mastic gun. Wipe with a damp cloth or spatula to give a smooth joint and allow to dry to a clear finish.
- Seal any exposed end grain with Teknoseal 4000 end grain sealer & allow to thoroughly dry.

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## Maintenance Guidelines

### Exterior Joinery

- Using a good quality, long haired, synthetic brush, designed for use with acrylic paints, apply a coat of Aquatop 2600 in the appropriate shade, colour & gloss level. Allow to dry for four hours and then apply a second coat.

Where damage has affected the full depth of the coating system, i.e. a deep cut or gouge, the full system requires repair.

- Abrade the damaged area with a medium and then fine grade abrasive paper.
- Clean down and wash the abraded area to remove dust, and allow to thoroughly dry.
- Treat bare wood, where appropriate, with a surface preservative, such as Teknol Aqua 1410, and allow to dry.
- Prime with Aqua Primer 2900 base coat stain in the original colour for translucent systems or Anti Stain Aqua 2901 for opaque systems.
- Using a good quality, long haired, synthetic brush, designed for use with acrylic paints, apply a coat of Aquatop 2600 in the appropriate shade, colour & gloss level. Allow to dry for four hours and then apply a second coat.

Where resin has exuded through the coating:

- The best remedial treatment is to allow it to weather until it dries and oxidises, forming a white crystalline powder. The dried resin can then be removed with a stiff nylon or natural bristle brush, and any remaining residues washed off with a cloth.
- Water based coatings with their relatively high degree of moisture vapour permeability often allow the passage of resin to the surface without damage to the coating. If the finish is not damaged, by over-vigorous scrubbing during crystal removal, re-coating is often unnecessary.

Although it may be unsightly, it is better not to remove fresh sticky resin. In practice, this can be very difficult, and the presence of sticky resin indicates that the exudation is still continuing. The remedial work for resin exudation is often best left until the first maintenance period, by which time the resin has normally fully crystallised. After removal as described above, the overall application of one maintenance coat of finish restores the general appearance of the timber and maintains its protection.

When carrying out any coating work, do not attempt to paint when the temperature is below 5 degrees Celsius, or if the relative humidity exceeds 80% as the curing and performance of the coating may be impaired.

If there is any doubt about the substrate or underlying paint film, apply the appropriate Teknos products to a small, inconspicuous area, allow to dry for 24 hours & then inspect for appearance and adhesion to substrate.

Repair products can be obtained from Teknos (UK) Limited, and can be stored in frost free conditions for up to six months in sealed packaging.

This guidance sheet supersedes all previous guidance sheets supplied to you relating to this product. Any recommendation or suggestion relating to the use of the products made by Teknos, whether in its technical literature, or response to specific enquiry, or otherwise, is based on data believed to be reliable. However, the products and information are intended for use by Users having requisite skill and know-how and therefore they must satisfy themselves of the suitability of the product for the intended use. Surface and application conditions are beyond the control of Teknos (UK) Ltd as is the suitability of the product for applications other than those set out in this data sheet. Variation in environment, changes in procedures of use, or extrapolation of data, may cause unsatisfactory results.

This note is intended to give a guide to the typical exterior durability of Teknos joinery products and systems. It relates to coatings applied in the factory to well designed joinery, applied at the correct film thickness, and using the recommended application methods.

The products covered by this durability statement are:

Aqua Primer 2900	Translucent Basecoat Stain
Aqua Primer 2900	Opaque dipping/flow coating Primer
Aqua Primer 3130	Opaque Spray Primer
Anti Stain Aqua 2901	Hardwood Stain Inhibiting Primer
Anti Stain Aqua 5200	Softwood Stain Inhibiting Primer
Aquatop 2600	Opaque Colours
Aquatop 2600	Translucent Gloss or Satin

Many factors can influence the durability of exterior coatings, and the following points should be noted:

1. Exposure conditions can vary significantly in the UK. South facing elevations, coastal sites, and sunny exposed locations will, for example, all reduce to some extent the life to first maintenance. The lifetimes quoted are intended to give a reasonable guide in average UK conditions.
2. Sunlight (UV) degrades the lignin in the timber surface, shortening maintenance cycles. The pigmentation of the coating inhibits UV degradation in much the same way that sun creams protect exposed skin. If the pigmentation is low, as in light translucent shades, the protection factor is less than more heavily pigmented coatings such as whites and opaque colours. This is reflected in the maintenance frequency. Care is also required with very dark colours, such as blacks, which have high heat absorption in direct sunlight. At high temperatures, resin bleed and surface checking can cause problems with some timber species and require more frequent maintenance.
3. Good joinery design is critical to long term performance. In particular, sharp edges should be eliminated and all features should be designed to ensure efficient and fast water drain off. Beads must be coated all round, end grain should be fully coated with Teknoseal 4000 end grain sealer and break joints sealed using Teknoseal 4001 prior to installation.
4. Coated surfaces and adjacent rainwater goods should be regularly maintained and washed down, at least once per year, to remove surface pollution.
5. Some "chalking" of the paint film will occur over time due to the natural erosion of the microporous paint film. This is quite normal and does not detract from the system performance.
6. The timber species used in construction will also affect paint system durability. Some timbers naturally exude tannin from knots, which stains the topcoat or liquid resin which seeps through the coating leaving a sticky residue on the surface. These problems are normally seen after installation and though aesthetically unappealing often do not detract from coating performance. If this occurs, minor repairs can be carried out to restore the appearance and integrity of the coating by following Teknos' maintenance guidelines.
7. Oak joinery is often specified with a clear finish in an attempt to preserve its factory appearance. Unfortunately, oak will rapidly discolour in sunlight and darken if moisture penetrates unprotected joints or

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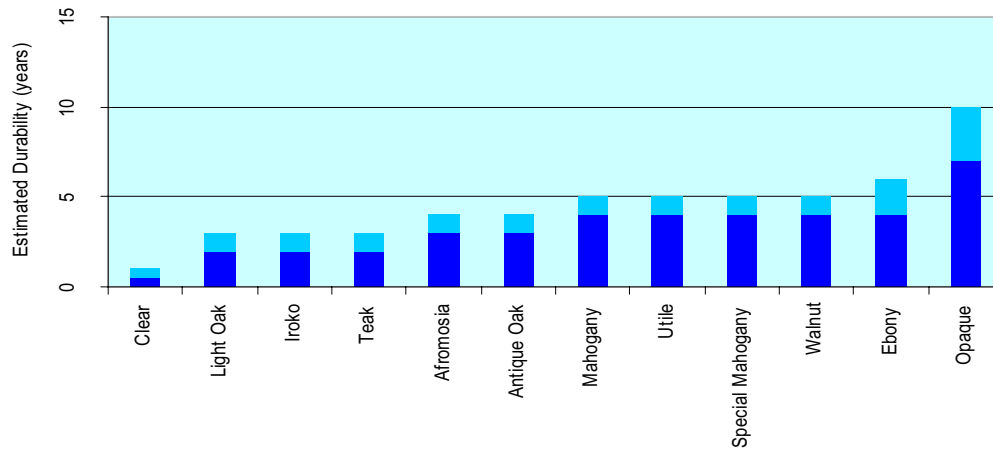


## Coating Durability Guide

end grain. Oak's natural durability means that these issues rarely cause a performance problem with the joinery, but aesthetically can be unattractive. Teknos can supply a system which compliments the features of Oak and gives performance levels comparable with light translucent systems, however regular maintenance is required to maintain the aesthetics.

- The table below gives an indication of the expected maintenance intervals for a variety of topcoats. The darker bar shows the lower level of expectation, the lighter bar the higher level e.g. for opaque colours a typical maintenance cycle would be in the range 7 to 10 years.

**Paint & Stain Durability  
Aquatop Systems**



## Translucent Systems

Primer	Midcoat	Topcoat	Typical Life
1 X Aqua Primer 2900 Translucent basestain		1 X Aquatop 2600 high build translucent	Six months
1 X Aqua Primer 2900 Translucent basestain		1 X Aquatop 2600 high build translucent	Up to three years
1 X Aqua Primer 2900 Translucent basestain	1 X Aquatop 2600 high build translucent		Up to Five years

## Opaque Systems

Primer	Midcoat	Topcoat	Typical Life
1 X Aqua Primer 2900, 3130, Anti Stain Aqua 2901 or 5200		1 X Aquatop 2600 high build opaque	Six - twelve months
1 X Aqua Primer 2900, 3130, Anti Stain Aqua 2901 or 5200		1 X Aquatop 2600 high build opaque	Up to Five years
1 X Aqua Primer 2900, 3130, Anti Stain Aqua 2901 or 5200	1 X Anti Stain Aqua 2901, 5200 or Aquatop 2600 high build opaque		Up to Ten years

*For film thickness and application guides, please refer to Teknos' 'Typical Specifications'*

Joinery protected by Teknos factory finishing systems is water repellent, sufficiently flexible to expand and contract with the natural movement of timber, and micro porous, to allow the natural transfer of moisture vapour between the joinery and atmosphere. In storage, before installation, it is important that the joinery be properly protected from the elements and in particular that it is protected from standing water.

Whilst protecting factory finished components from mechanical damage is well recognised, it is also important to ensure that basic precautions are taken to prevent excessive changes in the moisture content of the timber. These can cause swelling or shrinkage of components, and blistering or localised failure of the surface coating.

### Recommended Good Practice

- Remove any airtight packaging, prior to storage, to allow free ventilation of the joinery.
- Store joinery off the ground on suitable bearers.
- Cover to avoid dust and other contaminants. Non-permeable sheeting, such as polythene, should be avoided, unless left sufficiently free to allow good ventilation.
- Storage areas should be well ventilated and not subject to extremes of temperature.
- Avoid **unsuitable** storage such as metal box containers and areas open to the elements. These may be subject to condensation and very high temperatures in direct sunlight. Water can also collect in protective wrapping leading to saturation of some components.
- Adhesive tapes are sometimes used to protect edges and vulnerable areas during transport and fitting. Not all tapes are suitable and some adhesives will mark the paint surface or even cause detachment when removed. The performance of the tape should be checked before extensive use, the manufacturer's recommendations followed, and generally the tape should be removed within 14 days of application.
- A building, which has been renovated using processes such as concreting, plastering, rendering, etc., will have a very high humidity level until dried and ventilated. If joinery is installed prior to completion of wet processes, the high residual humidity will force moisture to penetrate the joinery from the inner face, increasing the moisture content of the timber. Gentle internal heating and good ventilation of the building will greatly reduce the problem.
- Plaster and other building materials can also cause contact damage to protective coatings. If contamination occurs then remove as soon as possible with a solution of detergent and rinse with clean water.
- Ensure that any on site assembly or modifications are fully protected. This particularly applies to cill joints, glazing beads and glazing systems. Areas of unprotected end grain exposed by site modifications must be properly sealed and protected by brushing a generous coat of Teknoseal 4000 onto the exposed area.

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