

**INTERNATIONAL TERMS AND CONDITIONS OF SALE**  
**(with effect from 1 September 2025)**

**PLEASE READ THIS DOCUMENT CAREFULLY AS PATTERN FORME LIMITED GOODS WILL BE  
SUBJECT TO THESE TERMS**

**1. Definitions**

- 1.1. **‘Buyer’**: any person (whether an individual, partnership, company or otherwise) whose order for Goods is accepted by the Seller;
- 1.2. **‘Contract’**: the contract for the sale and purchase of Goods (in which these Terms shall apply);
- 1.3. **‘Documents’**: a commercial invoice for the Goods and a clean air waybill (or such other documents as may be notified in writing to the Buyer by the Seller);
- 1.4. **‘Goods’**: the goods which the Seller agrees to supply to the Buyer in accordance with these Terms;
- 1.5. **‘Incoterms’**: the 2000 edition of the International Chamber of Commerce rules for the interpretation of trade terms;
- 1.6. **‘IPR’** all patents, trademarks and service marks (whether registered or not), copyright, know-how, design rights and registered designs together with the right to register, protect, enforce and exploit anywhere in the world;
- 1.7. **‘Price’**: the price for the Goods including packaging, door to door carriage, any applicable export duties and clearances but excluding insurance and VAT (if applicable);
- 1.8. **‘Seller’**: Pattern Form Limited (company number 03535353) whose registered office is at Livingstone Way, Bindon Road, Taunton, Somerset, TA2 6BD, UK;
- 1.9. **‘Seller’s Bank’**: NATWEST Bank plc (or such other bank as notified to the Buyer on the quotation from time to time);
- 1.10. **‘Terms’**: the terms and conditions of sale set out in this document;
- 1.11. **‘VAT’**: Value Added Tax which shall be the prevailing rate at the time of invoicing.

**2. Basis of Sale**

- 2.1. These Terms shall apply to all Contracts for the sale of Goods by the Seller to the Buyer. No variation to these Terms shall be effective unless agreed in writing by the Sellers’ Director(s) and the Buyer.
- 2.2. Unless the context requires otherwise, any terms or expressions which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms, these Terms shall prevail.
- 2.3. The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless so confirmed in writing by the Seller’s operations director. Any advice or recommendation given by the Seller or its employees or agents to the Buyer which is not confirmed in writing by the Seller’s operations director is followed or acted upon entirely at the Buyer’s own risk.
- 2.4. The descriptions, illustrations and drawings contained in the Seller’s catalogues, brochures, website or other advertising materials are intended merely to present an overview of the Goods described therein and none of the above shall form part of any Contract with the Buyer.

### **3. Orders and specifications**

- 3.1. The Seller shall provide the Buyer with a written quotation for the Goods. Any order made by the Buyer against such quotation constitutes an offer by the Buyer to buy the Goods.
- 3.2. Unless the Buyer's order is received within 90 days from the date on the Seller's quotation the same will be deemed to expire.
- 3.3. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller.
- 3.4. The Buyer shall be responsible for ensuring the accuracy of the terms of any order (including any applicable designs or specifications) and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.5. The Seller reserves the right to make any changes in the specification of the Goods which are required to comply with any applicable safety or statutory or E.U. requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 3.6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller in connection with or arising as a result of the cancellation.

### **4. Terms of payment**

- 4.1. The Buyer shall:
  - 4.1.1. immediately upon the Seller's acceptance of the Buyer's order, secure payment by opening an irrevocable documentary letter of credit satisfactory to the Seller established in favour of the Seller. The letter of credit shall be in pounds sterling for the Price payable for the Goods (together with VAT or any tax or duty payable) and shall be valid for at least six months. The Seller shall be entitled to immediate cash payment on presentation to the Seller's Bank of the Documents; or
  - 4.1.2. if the Seller has waived the requirement under clause 4.1.1 on the quotation, then the Buyer shall make payment to the Seller in pounds sterling in cleared funds within 30 days of the date of the Seller's invoice.
- 4.2. The Seller shall be under no obligation to proceed further with the Buyer's order until the Seller has been notified that an irrevocable documentary letter of credit has been opened in accordance with clause 4.1.1..
- 4.3. Time for payment shall be of the essence.
- 4.4. If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller and without incurring any liability for any loss or damage caused to the Seller, the Seller shall be entitled to:

- 4.4.1. suspend and/or cancel any order and/or suspend and/or cancel any further deliveries of any Goods to the Buyer;
- 4.4.2. appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit; and
- 4.4.3. charge the Buyer interest on the amount unpaid at the rate of 3% per annum above the Seller's Bank's base rate. Such interest to accrue on a daily basis from the due date until payment is received, both before and after any judgment.

- 4.5. The Buyer shall not be entitled to make any deductions from any amount due to the Seller whether by way of set-off or counterclaim or otherwise and whether under this Contract or any other Contract between the Buyer and the Seller

## **5. Delivery of the Goods**

- 5.1. Delivery shall take place and risk shall transfer Incoterms CPT when the Goods are loaded on to a carrier (or are passed to any person firm or company on the Buyer's behalf).
- 5.2. The Seller shall use reasonable endeavours to deliver the Goods on any date indicated for the delivery of the Goods, but time of delivery shall be regarded as approximate only.
- 5.3. The Goods shall be transported Incoterms CPT to the address specified in the quotation. The Buyer shall be responsible for ensuring that it is able to receive the Goods when they arrive and the Buyer shall indemnify the Seller in full against all losses costs charges and expenses (including professional fees) which the Seller may incur or be put to as a result of the Buyer's failure to receive the Goods.
- 5.4. The Buyer shall with effect from delivery under clause 5.1 make all necessary arrangements to insure the Goods and to keep the Goods insured at all times from delivery.
- 5.5. For the avoidance of doubt, the Seller shall be under no obligation to give notice to the Buyer under section 32(3) of the Sale of Goods Act 1979.

## **6. Acceptance of the Goods**

- 6.1. The Buyer shall be responsible for inspecting the Goods carefully when they are received by the Buyer, and the Buyer shall within 7 days of receipt of the Goods notify the Seller (and, if applicable, notify the carrier) if the Buyer considers the Goods to be in any way damaged, unsatisfactory or otherwise not in conformity with the Contract. In the absence of such notification the Buyer shall be deemed to have accepted the Goods and shall be bound to pay the Price plus VAT. In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject the Goods.
- 6.2. Where it is agreed between the Seller and the Buyer that the Buyer should return the Goods to the Seller, then the Buyer shall be responsible for returning the Goods Incoterms DDP to the Seller, and for the avoidance of doubt such Goods are to be fully insured by the Buyer during transit back to the Seller.
- 6.3. No Goods delivered to the Buyer will be accepted for return unless the Buyer has complied with its obligations under clauses 6.1 and 6.2.

- 6.4. Where a valid claim in respect of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller (and the Buyer has returned the Goods) in accordance with these Terms, the Seller shall at its option repair or replace such Goods (or the defective part) ; and in its sole discretion determine whether to refund the reasonable transportation costs incurred by the Buyer in returning any such Goods under this Contract, such refund to be made by such method as the Seller may determine, in each case the Seller shall have no further liability to the Buyer.
- 6.5. Without prejudice to clause 6.6 where the Buyer has given notice in accordance with clause 6.1 and has returned the Goods in accordance with clause 6.2, but the Seller determines that the returned Goods are in conformity with the Contract, the Buyer shall indemnify the Seller for all additional costs (including but not limited to labour costs, administration and handling costs, transportation costs) incurred by the Seller in connection with receiving and verifying the returned Goods, and (where appropriate) re-sending them to the Buyer. Such costs shall be added to the Price, and the Buyer shall be liable to pay the Price if it hasn't already done so, without prejudice to any other right or remedy that the Seller may have.
- 6.6. Where the Buyer has returned Goods without complying with its obligations under this clause 6 (or where it has complied with this clause 6 but the Seller has concluded that the Goods are in conformity with the Contract) the Seller may in its absolute discretion (without prejudice to any other right or remedy available to it) sell the Goods at the best price readily obtainable (after deducting all reasonable storage, administration fees and selling expenses) and account to the Buyer for the excess over the Price under this Contract or charge the Buyer (and the Buyer shall be liable to pay immediately) for any shortfall below the Price under this Contract.

## **7. Retention of property clause**

- 7.1. Notwithstanding delivery and the passing of risk in the Goods, the property in the Goods shall not pass from the Seller until the Seller has received in cash or cleared funds:
- 7.1.1. payment of the Price plus VAT of the Goods; and
- 7.1.2. payment of any sums due from the Buyer to the Seller.
- 7.2. Until property in the Goods passes to the Buyer in accordance with clause 7.1 the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller.
- 7.3. Notwithstanding that the Goods remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings.
- 7.4. Until such time as property in the Goods passes from the Seller, the Buyer shall upon request deliver up to the Seller such of the Goods as have not ceased to be in existence or resold. If the Buyer fails to do so, the Seller (or its employees or agents) may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 7.3 shall cease.

## **8. Intellectual property**

- 8.1. All designs specifications, drawings and other data submitted by the Seller to the Buyer in connection with the Contract are submitted on the strict condition that all IPR and other industrial property rights therein shall at all times belong to the Seller.
- 8.2. Where the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a design or specification submitted by the Buyer, the Buyer agrees to indemnify the Seller against all damages, penalties, costs and expenses awarded against or incurred or paid or agreed to be paid by the Seller, in connection with, or in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification or design.
- 8.3. The Seller hereby grants the Buyer a non-exclusive licence to use the IPR in the Goods for the purpose of forming plastic objects only. The Buyer shall not copy, reutilise, extracting or exploit the IPR for any other purpose other than as set out in this clause..

## **9. Warranties**

- 9.1. Subject as expressly provided in these Terms all warranties, conditions or other terms implied by law are excluded to the fullest extent permitted by law.
- 9.2. Subject to the provisions of this clause 9, the Seller warrants to the Buyer that the Goods will correspond with their specification and be free from defects in material and workmanship at the date of delivery.
- 9.3. The warranty in clause 9.2 above is given by the Seller subject to the following conditions:
- 9.3.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
  - 9.3.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, misuse, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) or (if there are none) good trade practice;
  - 9.3.3. the Seller shall be under no liability where the Buyer makes any further use of the Goods after giving a notice pursuant to clause 6.1;
  - 9.3.4. the Seller shall be under no liability where the Buyer alters or repairs such Goods without the prior written consent of the Seller;
  - 9.3.5. the Seller shall be under no liability if full payment for the Goods has not been paid by the Buyer on the due date for payment;
  - 9.3.6. it does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

- 9.4. The Buyer must be aware that the Goods incorrectly installed may be a series danger to people and property. The Buyer is responsible for the proper installation of the Goods and the Seller cannot accept any liability in respect of omissions or failures on the part of the Seller to install the Goods correctly.
- 9.5. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at law, or under the express terms of this Contract, for any loss of profit, or any direct, indirect, special or consequential loss or damage, (whether for loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as provided for in these Terms.
- 9.6. The Buyer shall indemnify the Seller and keep it indemnified against all damages penalties, costs, and expenses for which the Seller becomes liable as a result of the failure of the Buyer to comply with any of its obligations under this Contract.

## **10. Termination**

- 10.1. Without prejudice to clause 4.4, the Seller shall be entitled to cancel this Contract if:
- 10.1.1. the Buyer fails to make payment for the Goods in accordance with this Contract; or
  - 10.1.2. the Buyer commits any material breach of this Contract; or
  - 10.1.3. the Buyer suffers any of the following analogous proceedings under the laws of any other country:
    - 10.1.3.1. any distress or execution shall be levied upon any of the Buyer's goods; or
    - 10.1.3.2. the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy; or
    - 10.1.3.3. any petition in bankruptcy is presented against the Buyer; or
    - 10.1.3.4. the Buyer is unable to pay its debts as they fall due; or
    - 10.1.3.5. being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented; or
    - 10.1.3.6. a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets; or
  - 10.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly;

in each case without incurring any liability for any loss or damage caused to the Buyer and without prejudice to the Seller's right to payment under these Terms.

## **11. Notices**

- 11.1. Any notice or notification required to be given under these Terms shall be in writing and served by first class post or by hand or using email on the Seller at the Seller's registered office /designated email address or such other address/email address as the Seller may from time to time notify to the Buyer, and on the Buyer at the Buyer's registered office or principal place of business or at the Buyer's email address as notified from time to time to the Seller.
- 11.2. Any notice shall be deemed to have been received 2 working days after posting if sent by first class post; if delivered by hand, at the time of delivery.

## **12. Lien**

Without prejudice to any other remedies which the Seller may have, the Seller, in respect of all debts due or becoming due from the Buyer to the Seller, shall have a general lien on all goods and property belonging to the Buyer in the Seller's possession and shall be entitled, upon giving 14 days notice to the Buyer, to sell or otherwise dispose of any Goods as it thinks fit at any price in its absolute discretion and to apply the proceed of such disposal towards the payment of such debts.

## **13. General**

### **13.1. Entire Agreement**

The Contract contains the entire agreement and understanding between the Buyer and the Sellers with respect to its subject matters and supersede any previous agreement between the Buyer and the Seller.

### **13.2. Headings**

All headings are for ease of reference only and shall not affect the construction of these Terms.

### **13.3. Statutes**

Any reference in these Terms to any provision of any Act or statutory instrument shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

### **13.4. Severance**

Any provision of these Terms which is or may be illegal, void or unenforceable shall to the extent of such illegality, invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

### **13.5. Waiver & Rights**

No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this Contract shall prejudice its right to do so in the future. Any waiver any the Seller of any breach of, or any default under any provision of this Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other term of this Contract. Each right or remedy of the Seller

under these Terms is without prejudice to any other right or remedy of the Seller whether under these Terms or not.

#### 13.6. Force Majeure

The Seller shall not be liable to the Buyer or be deemed to be in breach of this Contract by reason of any matters arising outside of its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Seller's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

#### 13.7. Successors and Assigns

This Contract shall be binding upon and enure for the benefit of each party's successors. The Buyer shall not assign or transfer this Contract or any of its rights or obligations under it without the written consent of the Seller. The Seller may assign, transfer, sub-contract, licence and otherwise delegate its rights and obligations under this Contract to any person firm or company without the Buyer's consent.

#### 13.8. Third Parties

No person who is not a party to this Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or obtain the benefit of any of its provisions.

#### 13.9. Language

This Contract may be translated into other languages. For the avoidance of doubt the language of these Terms (and any variation to these Terms) shall be the definitive version. Any proceedings arising out of or in connection with these Terms shall be English. The Buyer considers this clause to be fair and reasonable.

### 14. Law and Jurisdiction

- 14.1. If any dispute arises out of this Contract, the Buyer and the Seller will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Each mediation shall take place in London unless agreed otherwise by the Buyer and the Seller.
- 14.2. To initiate a mediation, one party must give notice to the other party of the dispute (and copy the notice to CEDR Solve) requesting a mediation pursuant to clause 14.1. Unless the Buyer and the Seller otherwise agree, the mediation shall start within 28 days of the giving of the mediation notice.
- 14.3. Neither the Buyer nor the Seller may commence court proceedings or an arbitration in relation to any dispute arising out of this Contract until the parties have attempted to settle the dispute using mediation, and that mediation has been terminated.
- 14.4. This Contract is subject to the law of England and Wales, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.



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- 14.5. The parties shall keep confidential and not use for any collateral or ulterior purpose the subject matter of the mediation and all information (whether given orally, in writing or otherwise) produced for, or arising in relation to the mediation including any award arising out of it except insofar as is necessary to implement and enforce any award or otherwise as required by law.