

UK - Terms & Conditions of Sale

1. DEFINITIONS

- 1.1 **“Company”** means Pattern Forme Ltd of Livingstone Way, Bindon Road, Taunton, Somerset, TA2 6BD
- 1.2 **“Customer”** means any individual, partnership, body corporate or unincorporated to whom the Company agrees to supply Goods or Services
- 1.3 **“Contract”** means any agreement entered into between the Company and the Customer for the supply by the Company to the Customer of Goods and Services which incorporates these terms and conditions.
- 1.4 **“Description”** means the description of goods contained in the Quotation.
- 1.5 **“Goods”** means any item of machinery, moulds, samples, spares, or equipment supplied to the customer by the Company
- 1.6 **“Price”** means the amount payable for the Goods and/or services
- 1.7 **“Quotation”** means the quotation set out on the documents in relation to these terms and condition all of which when read together constitute the Contract
- 1.8 **“Services”** means any service, maintenance, labour, design, training, installation, commissioning or other work carried out by the Company for the Customer.

2. ORDERS and SPECIFICATIONS

- 2.1 The quantity, quality and description of and any specification for the Goods and/or the Services shall be those set out in the Order Confirmation.
- 2.2 The Customer shall be responsible to the Company for ensuring the terms of the Order are complete and accurate and for the accuracy of the Specification and it shall be deemed that the Specification has been approved by the Customer unless the Company receives written notice to the contrary within 5 days of its receipt by the Customer.
- 2.3 The Company reserves the right on giving notice in writing to the Customer to make any changes in the Specification which are required to conform with any applicable statutory or regulatory requirement but shall not be under a duty to ensure that the Specification complies with such requirements.
- 2.4 No Order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all Loss incurred by the Company as a result of cancellation

3. PRICE

- The Price of the Goods and Services the subject of the Contract is stated in the Quotation, however that price may vary in the following circumstances:
- 3.1 Any fluctuation in the Company's costs which arises after the date of the contract due to factors which are outside the control of the Company will be passed to the customer, or
- 3.2 If the customer changes the design, weight, quantities or specification of the Goods or if work by the Company on the manufacture of the Goods is suspended due to lack of instructions or information from the Customer. Any increased cost incurred by the Company as a result of the events as outlined in 2.1 or 2.2 above may be passed on to the Customer by the Company by way of an increase in the Price.

4. PAYMENT

- 4.1 Payment of the Price shall be made by the Customer to the Company within 30 days after the date of the invoice for the Goods or Services, unless otherwise specified in writing or in the Quotation. Time of payment of the Price shall be of the essence of the Contract. The Company shall be entitled to charge the Customer interest (both before and after any judgement) on the amount unpaid on the due date under Late Payment of Commercial Debts Act 1998 legislation.
 - 4.2 The Company reserves the right to receive payment in full of the Price with the order where it feels that credit terms cannot be granted by it to a Customer. In such circumstances the Customer will be immediately informed and time for completion of the manufacture of the Goods or the performance of the services the subject of the Contract will not run until payment has been received by the Company from the Customer in full and any delivery dates stated in the Contract will be adjusted accordingly.
 - 4.3 Where Goods are delivered in batches, each consignment of the Goods will be invoiced at delivery and each such invoice will be treated as a separate account and shall be payable accordingly.
 - 4.4 The Price is calculated, unless otherwise specified, on the basis that the Goods are for delivery Ex works at Livingstone Way, Taunton and the Price specifically does not include the cost of carriage and/or insurance to the Customer or by its direction. If the Customer asks for delivery to be made other than Ex works then the cost of the carriage and insurance shall be added to the Price.
 - 4.5 Failure by the Customer to pay the Price in accordance with the terms of the Contract shall entitle the Company to withhold further delivery of Goods or the provision of Services to the Customer until payment in full has been made.
5. RETENTION OF TITLE
 - 5.1 The risk in the Goods passes to the Customer upon delivery.
 - 5.2 Title in the Goods shall remain vested in the Company until the Price and any other monies owing by the Customer to the Firm shall have been paid in full.
 - 5.3 Until such time as the Company has been paid in full by the Customer the Company reserves the right to enter any land or buildings where the Goods are stored in order to repossess and remove the same from such land or buildings and the Customer gives the Firm authority to enter onto land and/or buildings which may be from time to time under the Customer's care and control and/or occupation in order to do this.
6. DELIVERY
 - 6.1 Unless otherwise stated in the Contract delivery of the Goods shall be Ex works, Livingstone Way, Taunton.
 - 6.2 If the Customer requires delivery other than Ex works the Customer agrees to pay the Company the cost incurred by the Company in arranging for delivery at the Customers direction however such delivery shall be at the Customer's risk who shall arrange suitable insurance cover. Risk in the Goods in those circumstances will pass to the Customer upon delivery to the carrier at the Company's works at Livingstone Way, Taunton.
 - 6.3 Time for delivery shall not be of the essence of the Contract and whilst the Company will use its reasonable endeavours to ensure that delivery is in accordance with the terms of the Contract delivery dates shall be regarded as approximate only and the Company specifically will not accept liability for late delivery for reasons which are beyond the Company's reasonable control.
 - 6.4 If the Customer requires delivery of the Goods by a specified date, beyond which the Customer itself will incur loss, the Customer will not be able to recover such loss from the Company unless it has been agreed at the time the Contract is entered into that the Company will accept liability in full or in part for such loss or damage which the Customer incurs as a result of the Company's late delivery of the Goods.
7. DAMAGE OR LOSS IN TRANSIT

The Company does not accept responsibility for any damage, shortage in Goods or loss in transit unless:

- 7.1 Damage or loss in transit is notified in writing both to the Company and the carriers within 3 days of receipt of the Goods and the Goods have been signed for as "not examined" and have been handled by the Customer in accordance with the carriers conditions, or
- 7.2 Non-delivery (in case of total loss) is notified both to the Company and to the carriers within 10 days of the date of despatch.

8. GUARANTEE

- 8.1 The Company agrees to provide the Customer with a warranty in respect of defective workmanship or faulty materials affecting the Goods or Services during the 12 months period commencing with the date of the invoice for the Goods. All claims under this warranty must be notified in writing to the Company within 24 hours of the discovery by the Customer of the defect which gives rise to the claim.
- 8.2 Upon receipt of a claim under the warranty the Company shall be entitled to examine the Goods. If the Company accepts the claim the Company shall be entitled to replace the Goods or the Services free of charge or (at the Company's sole discretion) , refund to the Customer the Price of the Goods or Services (or a proportionate part of the Price), but the Company shall have no further liability to the Customer .
- 8.3 For the avoidance of doubt the Company's liability to the Customer in respect of faulty Goods or Services shall be limited in total to the Price of the Goods or Services and such limit of the liability shall extend to any claim which the Customer may make against the Company for loss or damage consequential or otherwise suffered by the Customer as a result of the Goods or Services being defective.
- 8.4 The Company shall have no liability in respect of loss or damage suffered by the Goods or the Customer as a result of improper use of the Goods.
- 8.5 The Customer agrees to indemnify the Company in respect of any cost, claim or action brought against or suffered by the Company as a result of the failure of the Customer to comply with the provisions of clause 7.4 above or any of the other items of the Contract.

9. PACKING

Goods will be appropriately packed by the Company, unless otherwise agreed in writing, for covered transportation within the United Kingdom but will not be appropriately packed for storage purposes. If the Customer requires any packing other than that normally specified by the Company the Company reserves the right to make an additional charge by way of an increase of the Price

10. DESIGN WARRANTY

The Customer warrants to the Company that all specifications and designs provided by the Customer to the Company are the Customers property or that the Customer has rights to use such designs and specifications and the Customer agrees to indemnify the Company against all damages, penalties, costs, claims and expenses which the Company may incur as a result of the use of such designs and specifications.

11. TERM AND CONDITIONS

The within written terms and conditions shall govern any Contract and all dealings between the Customer and the Company both present and future unless the Company shall otherwise direct in writing.

12. LAW AND JURISDICTION

The Contract and these terms and conditions shall be construed in accordance with and shall be subject to the Laws of England and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts.

13. INTERLECTUAL PROPERTY

- 13.1 The Customer shall indemnify the Company against all Loss awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company 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 manufacture of the Goods in accordance with the Specification.
- 13.2 As between the Company and the Customer, all patents, copyright, design, trade mark or other industrial or intellectual property rights and all other rights in the Goods, documents or information relating to the Goods or Services shall be owned by the Company (except for an intellectual property rights in a Specification provided by the Customer). The Company licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Goods and the Services. If the Contract terminates, this licence shall automatically terminate.
- 13.3 If any claim is made against the Customer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Customer, subject to clauses 9.8 and 9.9, the Company shall indemnify the Customer against all Losses awarded against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:
 - 13.3.1 the Company is given full control of any proceedings or negotiations in connection with any such claim;
 - 13.3.2 the Customer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;
 - 13.3.3 except pursuant to a final award, the Customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (which shall not be unreasonably withheld);
 - 13.3.4 the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);
 - 13.3.5 the Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Customer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
 - 13.3.6 without prejudice to any duty of the Customer at common law, the Company shall be entitled to require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this clause.

14. BANKRUPTCY AND LIQUIDATIONS

In the event of the Customer becoming bankrupt or going into liquidation, suspending payment of debts or making any agreement with its creditors the Company is entitled forthwith by notice in writing to determine any Contract present or future delivery of Goods or Services without prejudice to its right to recover payment for all deliveries already made and for the cost of material and labour already expended for the purpose of future deliveries.

15. VAT

15.1 The Price is exclusive of any VAT or similar tax which may be imposed from time to time and any such VAT or tax shall be payable in addition to the price.

16. FORCE MAJEURE

- 16.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from caused beyond its reasonable control including but not limited to fires, strikes (of its own or other employees) insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an Event of Force Majeure).
- 16.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 16.3 If a default due to an Event of Force Majeure shall continue for more than 20 weeks then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of Event Force Majeure.