



TERMS AND CONDITIONS OF SALE

For quotations, order acknowledgements and customer orders

Company	Pattern Fasteners Limited
Company number	01537147
VAT number	346966705
Registered office	Unit 31 Hainge Road, Tividale, Oldbury, West Midlands, England, B69 2NY
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Website	www.patternfasteners.co.uk
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Business-to-business terms. These terms are not intended to reduce statutory rights that cannot lawfully be excluded or restricted.

1. About these Terms

- 1.1 These terms and conditions of sale (the "Terms") apply to the supply of goods and any related services by PATTERN FASTENERS LIMITED ("Pattern Fasteners", "we", "us" or "Seller") to a customer acting for purposes of its trade, business, craft or profession ("Customer").
- 1.2 These Terms are intended for business-to-business transactions only. If a person purchases as a consumer, mandatory consumer rights apply and nothing in these Terms is intended to exclude or restrict those rights.
- 1.3 In these Terms: "Goods" means the products, components, fasteners, tooling or other items supplied by us; "Order" means the Customer's order for Goods and/or services; "Quotation" means our written quotation; and "Specification" means the drawings, standards, samples, descriptions, revisions and other technical requirements expressly agreed in writing.

2. Basis of Contract and Order Acceptance

- 2.1 A Quotation is an invitation to place an Order and is not an offer capable of acceptance. Unless stated otherwise, a Quotation is valid for 30 days from its date and may be withdrawn before an Order is accepted.
- 2.2 An Order is an offer by the Customer to buy the Goods and/or services on these Terms. A binding contract arises only when we issue a written order acknowledgement, or when we begin performance of the Order, whichever occurs first.
- 2.3 The contract consists of, in descending order of priority: (a) any written amendment expressly agreed by an authorised representative of Pattern Fasteners; (b) our order acknowledgement; (c) our Quotation; (d) the agreed Specification; and (e) these Terms.
- 2.4 Any terms contained in or referred to by the Customer's purchase order, portal, specification, delivery note or other document are excluded unless we expressly accept them in writing. A Customer purchase order that changes our Quotation is a counter-offer and does not bind us unless we accept the change in writing.
- 2.5 Information on our website, brochures, catalogues or marketing material is illustrative and does not form part of the contract unless expressly incorporated in writing.

3. Specifications, Drawings and Customer Responsibilities

- 3.1 The Customer must ensure that the Specification, drawings, revision status, quantities, materials, standards, finishes, testing, certification, packaging, delivery and other requirements stated in its Order are complete, accurate and suitable for the Customer's intended use.
- 3.2 Where Goods are manufactured to the Customer's design, drawing or instruction, the Customer is responsible for the design, engineering assumptions, choice of standard, fit, function and suitability for the intended application. We are responsible for manufacturing the Goods in material conformity with the agreed Specification, subject to these Terms.
- 3.3 Any advice, assistance or manufacturing suggestion given by us does not transfer responsibility for the Customer's design or application unless we expressly agree in writing to provide design services for that purpose.
- 3.4 The Customer may not change an accepted Order or Specification without our written agreement. We may revise price, delivery date and other affected terms to reflect an agreed change.
- 3.5 Unless the Order expressly requires an exact quantity, bespoke manufactured Goods may be supplied within a reasonable manufacturing variation not exceeding plus or minus 10% of the ordered quantity, and the Customer will be invoiced for the quantity actually supplied.

4. Manufacture, Subcontracting and Documentation

- 4.1 We may subcontract any part of the manufacture, processing, treatment, testing, inspection, packaging or delivery of the Goods, while remaining responsible for our contractual obligations to the Customer.
- 4.2 We may make non-material changes to manufacturing methods, processes or sources where the change does not cause the Goods to cease to conform materially to the agreed Specification or applicable law.
- 4.3 Material certificates, certificates of conformity, inspection reports, ISIR, PPAP, IMDS, first article reports, special traceability or other quality documentation are supplied only where stated in the Quotation or Order acknowledgement. Additional or retrospective documentation may be chargeable and may affect lead time.
- 4.4 Where the Customer supplies material, components, tooling or data, we will use reasonable care but are not liable for defects, delays or losses caused by defects, inaccuracies, shortages or unsuitability in items supplied by the Customer, except to the extent caused by our negligence.

5. Tooling and Intellectual Property

- 5.1 All intellectual property, know-how, manufacturing methods, CNC programs, process data, fixtures, gauges, tools and production techniques owned or developed by us independently of the Customer remain our property.

- 5.2** Customer drawings, designs and confidential technical information remain the Customer's property. The Customer grants us a licence to use them to quote for, manufacture, test and supply the Goods and to meet our legal and record-keeping obligations.
- 5.3** Unless expressly agreed otherwise in writing, production tooling, fixtures, jigs, gauges and manufacturing aids created or procured by us remain our property even if a tooling or setup charge is included in the price. Any tooling expressly agreed to be Customer-owned will be identified as such and held subject to agreed storage, maintenance and replacement arrangements.
- 5.4** The Customer warrants that our use of Customer-provided designs, drawings, specifications or instructions will not infringe third-party rights and will indemnify us against direct losses, damages and reasonable costs arising from a third-party claim caused by that use, except to the extent the claim results from our unauthorised modification.

6. Price and Taxes

- 6.1** Prices are exclusive of VAT and any other applicable tax, duty or levy unless stated otherwise. Packing is included only where stated in the Quotation or Order acknowledgement; special packaging, expedited carriage and Customer-specific logistics requirements may be charged separately.
- 6.2** Once an Order is accepted, we may change the price only to reflect: (a) a Customer-requested or Customer-caused change; (b) a change in law, tax, duty or regulatory requirement affecting supply; or (c) an exceptional increase in material, energy, transport or subcontract costs occurring after the Quotation and outside our reasonable control. We will give reasonable notice of any such increase before it is applied where practicable.
- 6.3** Where an Order is delivered in instalments, each instalment may be invoiced separately and is payable independently of any other instalment.

7. Invoicing and Payment

- 7.1** Unless otherwise agreed in writing, we will invoice on dispatch and payment is due within 30 days of the invoice date, in pounds sterling and in cleared funds.
- 7.2** The Customer must pay invoices in full without set-off, counterclaim, deduction or withholding except where required by law or where we have agreed a credit note in writing.
- 7.3** If any amount is overdue, we may charge statutory interest and debt recovery compensation under the Late Payment of Commercial Debts (Interest) Act 1998, as amended, and recover reasonable additional collection costs where permitted by law.
- 7.4** We may suspend manufacture, delivery, credit facilities or further performance if an invoice is overdue, the Customer exceeds an agreed credit limit, or we reasonably believe the Customer may be unable to pay amounts when due. Any resulting delay will not make us liable for late delivery.

8. Delivery, Lead Times and Storage

- 8.1** Unless otherwise agreed in writing, delivery is EXW (Ex Works) Pattern Fasteners Limited, Unit 31 Hainge Road, Tividale, Oldbury, West Midlands, B69 2NY, Incoterms® 2020.
- 8.2** Quoted and acknowledged lead times and delivery dates are estimates unless we expressly state in writing that a date is guaranteed. Time is not of the essence for our delivery obligations unless expressly agreed in writing.
- 8.3** We may deliver in instalments. Delay or defect in one instalment does not entitle the Customer to cancel another instalment or the whole Order unless the breach is material and cannot reasonably be remedied.
- 8.4** If the Customer fails to take delivery when due, we may store the Goods at the Customer's risk and charge reasonable storage, insurance, handling and re-delivery costs. Delivery will be treated as completed when the Goods are made available in accordance with the agreed delivery term.

9. Risk and Title

- 9.1** Risk in the Goods passes in accordance with the agreed Incoterm or, if no Incoterm applies, when the Goods are delivered or made available for collection.
- 9.2** Title to the Goods does not pass to the Customer until we have received payment in full for those Goods and all other sums then due to us under the relevant contract. Until title passes, the Customer must, so far as reasonably practicable, identify the Goods as our property, keep them in satisfactory condition and not create any security interest over them.
- 9.3** If payment becomes overdue or the Customer becomes insolvent before title passes, we may require the Customer to return unpaid Goods and, where legally permitted, enter premises where the Goods are stored to recover them. This right is without prejudice to any other remedy.

10. Inspection and Non-Conforming Goods

- 10.1** The Customer must inspect the Goods promptly after delivery. Visible shortage, transit damage or apparent non-conformity must be notified to us in writing within 10 business days of delivery, with sufficient details and supporting evidence.
- 10.2** A latent defect that could not reasonably have been identified on incoming inspection must be notified promptly after discovery and within the warranty period in clause 11.
- 10.3** The Customer must give us a reasonable opportunity to investigate an alleged non-conformity and, where requested, return affected Goods or representative samples. Goods must not be returned without our prior authorisation.
- 10.4** The Customer is responsible for suitable storage, preservation and handling after risk passes. We are not liable for deterioration or damage caused by improper storage, contamination, corrosion, handling, installation or use after delivery.

11. Limited Warranty and Remedies

- 11.1** Subject to these Terms, we warrant that on delivery and for 12 months after delivery the Goods will materially conform to the agreed Specification and will be free from material defects in workmanship and materials attributable to us.
- 11.2** The warranty does not apply to defects or failures caused by: Customer design or Specification; normal wear; misuse; unsuitable storage or environment; incorrect installation or assembly; alteration or repair by others; use outside stated limits; Customer-supplied material or components; or compliance by us with the Customer's instruction.
- 11.3** Unless expressly agreed in writing, we do not warrant that Customer-designed Goods are fit for a particular purpose or suitable for a particular assembly, safety function or end use. The Customer remains responsible for validating the finished application.
- 11.4** For a valid warranty claim, our obligation is, at our option, to rework, repair or replace the affected Goods, or refund or credit the price paid for them. These remedies are the Customer's primary contractual remedies for defective Goods.
- 11.5** We are not responsible for the Customer's internal administration, sorting, line stoppage, removal, installation, recall or third-party charges unless we agreed those costs in writing before they were incurred or they are recoverable despite these Terms under applicable law.

12. Liability

- 12.1** Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title obligations that cannot lawfully be excluded, or any other liability that cannot lawfully be excluded or limited.
- 12.2** Subject to clause 12.1, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, production, business, contracts, anticipated savings, goodwill, reputation or data, whether direct or indirect, arising out of or in connection with an Order.
- 12.3** Subject to clause 12.1, our total aggregate liability arising out of or in connection with an Order, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed 100% of the net price payable for that Order.
- 12.4** The limitations in this clause apply only to the extent permitted by law and are intended to allocate risk between commercial parties taking account of the price, insurance arrangements and the Customer's ability to insure its own downstream risks.

13. Cancellation, Suspension and Termination

- 13.1** After an Order has been accepted, the Customer may not cancel or postpone it without our written agreement. As a condition of agreeing, we may require payment for completed Goods, work in progress, committed materials and subcontract costs, and reasonable cancellation, storage or rescheduling costs.
- 13.2** Either party may terminate an Order for a material breach by the other party that is capable of remedy and is not remedied within 30 days after written notice requiring remedy.
- 13.3** We may suspend or terminate an Order immediately if the Customer fails to pay an undisputed overdue amount after notice, becomes insolvent, enters administration or liquidation, ceases or threatens to cease business, or suffers an analogous event.
- 13.4** Termination does not affect accrued rights, payment obligations, or provisions intended to continue after termination, including confidentiality, intellectual property, liability and governing law.

14. Confidentiality and Data

- 14.1** Each party must keep confidential technical, commercial and other information identified as confidential or which ought reasonably to be understood as confidential, and may disclose it only to personnel, professional advisers and subcontractors who need it for the contract and are bound by confidentiality obligations.

- 14.2** Confidentiality does not apply to information lawfully in the public domain, already lawfully known without restriction, independently developed, or required to be disclosed by law or a competent authority. Where lawful, the disclosing party will be given reasonable advance notice of a compulsory disclosure.
- 14.3** Personal data relating to business contacts will be handled in accordance with applicable data protection law and our published privacy notice.

15. Compliance and Export Controls

- 15.1** Each party will comply with laws applicable to its performance of the contract, including applicable anti-bribery, anti-corruption, sanctions and export-control laws.
- 15.2** The Customer is responsible for identifying and communicating any mandatory product, industry, end-use, export, regulatory, certification or approval requirement that is not apparent from the Specification. We are not responsible for a requirement that was not disclosed to and expressly accepted by us before Order acceptance.
- 15.3** The Customer must not sell, export, re-export, transfer or use the Goods in breach of applicable sanctions or export controls, and must provide reasonable end-use or destination information where required for compliance.

16. Force Majeure

- 16.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, governmental action, embargo, cyber incident not caused by a failure to take reasonable precautions, industrial dispute, utility failure, transport disruption, or shortage of materials or subcontract capacity caused by such events.
- 16.2** The affected party will notify the other as soon as reasonably practicable and use reasonable efforts to mitigate the effect. The time for performance will be extended for the duration of the event. If the event materially prevents performance for more than 90 days, either party may terminate the affected unperformed part of the Order by written notice.

17. General

- 17.1** Neither party may assign the contract without the other party's written consent, not to be unreasonably withheld, except that we may assign to an affiliate or as part of a sale or transfer of our business or assets.
- 17.2** If any provision is held invalid or unenforceable, it will be treated as modified to the minimum extent necessary and the remaining provisions will continue in effect.
- 17.3** A delay or failure to exercise a right is not a waiver. A waiver is effective only if given in writing and only for the specific matter stated.
- 17.4** No person other than the parties has a right to enforce the contract under the Contracts (Rights of Third Parties) Act 1999.
- 17.5** The contract constitutes the entire agreement relating to the Order and supersedes prior discussions or communications relating to it, but nothing excludes liability for fraud or fraudulent misrepresentation.
- 17.6** Any variation must be agreed in writing by authorised representatives of both parties.

18. Notices

- 18.1** Contractual notices must be in writing and delivered by hand, pre-paid first-class post or email to the address or email address stated in the Order acknowledgement or otherwise notified for notices. Notices are deemed received when delivered by hand, two business days after posting, or on transmission by email if sent before 4:00 pm on a business day and no delivery failure message is received.

19. Governing Law and Jurisdiction

- 19.1** The contract and any non-contractual obligations arising from it are governed by the law of England and Wales.
- 19.2** The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with the contract, except that we may seek urgent interim or protective relief in any court of competent jurisdiction.