56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY
Tel: +44 (0)1202 309090
sales@admetalspinners.com

CONDITIONS OF SALE

Terms on which we quote, make and supply
Version 2.0 | Issued 15/10/2026

A.D. Metal Spinners Ltd, registered in England and Wales, company number 01146698. Registered office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY.

These Conditions explain the basis on which we quote, make and supply parts and carry out work for our customers. Please read them, in particular clauses 6 (cancellation), 9 (warranty), 10 (risk and ownership) and 12 (limits on our liability).

This is **version 2.0**. It applies to every quotation we give and every Order we accept on or after 15/10/2026, and replaces all earlier versions of our terms and conditions.

1. DEFINITIONS

1.1 In these Conditions:

(a) "we", "us" and "our" mean A.D. Metal Spinners Ltd;

(b) "you" and "your" mean the person, firm or company that places an Order with us;

(c) "Order" means your purchase order or other written instruction to supply Goods or Services;

(d) "Contract" means the contract between you and us for an Order, formed under clause 2;

(e) "Goods" means the parts and products we make or supply under a Contract, including parts made from Free-Issue Material;

(f) "Services" means metal spinning, pressing, turning, milling and any other process or work we carry out under a Contract;

(g) "Free-Issue Material" means material, blanks, parts or components that you supply to us for use in an Order;

(h) "Tooling" means spinning chucks, formers, mandrels, press tools, jigs and fixtures made or bought for an Order;

(i) "Specification" means the drawings, specifications, revisions, quality requirements and other technical data stated in the Order, or in documents it refers to, as accepted by us;

(j) "Business Day" means a day other than a Saturday, Sunday or public holiday in England.

1.2 "Writing" and "written" include email. Headings do not affect the meaning of these Conditions.

2. HOW A CONTRACT IS MADE

2.1 These Conditions apply to every quotation we give and every Order we accept. They apply in place of any terms in your Order, your acknowledgement or any other document, even if those terms say they take priority. They can only be varied in writing signed by one of our directors.

2.2 Our quotation is not an offer. Your Order is an offer to buy on these Conditions. A Contract is formed when we accept your Order by sending an order acknowledgement or, if earlier, when we start work on it or deliver it.

2.3 A quotation is valid for the period stated on it, or for 30 days if no period is stated, at the quantities shown. Other quantities may change the price. We may withdraw a quotation at any time before we accept an Order.

2.4 Our order acknowledgement records what we have accepted. If it differs from your Order in any way, tell us in writing within 5 Business Days. Otherwise the acknowledgement stands as the agreed record of the Order.

2.5 No change to a Contract is binding unless agreed in writing by both of us.

2.6 Descriptions and illustrations on our website, in brochures and in other material are a general guide only and do not form part of a Contract.

3. PRICES

3.1 Prices are in pounds sterling and exclude VAT, which you will pay at the rate in force at the time. Where we quote in euros or US dollars, the exchange rate shown on the quotation is held for that quotation and any Order placed from it.

3.2 Unless the quotation says otherwise, prices are for delivery ex works at our premises and exclude carriage, special packaging, and any testing, inspection or certification not stated on the quotation.

3.3 The minimum charge shown on our quotation applies to each Order.

3.4 Prices for repeat and scheduled Orders rise each year in line with RPI. We may also adjust the price of an accepted Order to reflect extra cost caused by:

(a) a change you ask for, including to the Specification, quantity or delivery date;

(b) information or Free-Issue Material from you that is late, incomplete or inaccurate;

(c) work being suspended or delayed at your request;

(d) an increase in material cost of more than 5%, where delivery is scheduled more than 6 months after we accepted the Order. We will tell you before we buy the material.

3.5 Tooling is quoted and invoiced separately from the parts it makes, unless the quotation says otherwise.

4. QUANTITIES

4.1 We aim to make the quantity ordered. Cutting blanks to the sheet can leave a small excess, normally under 5%. You agree to accept and pay for up to 5% more than the quantity ordered on each line, at the unit price. This is not a breach of the Contract.

4.2 If we cannot deliver the full quantity, we will tell you before delivery. We will then either make up the balance or, if you agree, close the line at the quantity delivered.

5. YOUR REQUIREMENTS, AND OUR REVIEW OF THEM

5.1 You are responsible for the Specification being complete and correct. Your Order, or documents it refers to, must state everything the Goods and Services must meet when you place it, including:

(a) the part number and drawing revision, the quantity and the delivery dates;

(b) material specifications, and any special processes such as heat treatment, welding, finishing or non-destructive testing;

(c) key characteristics and critical items;

(d) first article inspection (for example to AS9102), and the certification needed with each delivery, such as a Certificate of Conformity or material certificates to EN 10204 3.1;

(e) marking, identification, packaging and traceability;

(f) any approved or customer-designated sources we must use;

(g) how long records must be kept, if longer than clause 15.3 provides;

(h) any other requirements from your own customer or a regulatory authority that must be passed on to us.

5.2 If the Order is for aviation, space or defence use, it must say so.

5.3 We review each Order before we accept it, to confirm that the requirements are defined and that we can meet them. We will raise any difference or question with you before we accept the Order.

5.4 A requirement added or changed after we accept an Order is a change to the Contract. Price and delivery may be affected, and clause 6 applies to any work or material made redundant by it. We will work to the revision stated on the Order until we receive an amended Order.

5.5 If you supply Free-Issue Material:

A.D. Metal Spinners Ltd — Registered in England & Wales | Company No: 01146698 | VAT No: GB 187 211 463
Registered Office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY

(a) you confirm that you own it, or have the owner's authority to have it processed on these Conditions;

(b) it must conform to the Specification and come with any certificates the Order requires;

(c) you must supply an allowance of 5% above the quantity ordered, or as we advise, for setting and process loss;

(d) we will check it on receipt for quantity, identification and visible damage, and tell you promptly of any shortfall, damage or unsuitability.

5.6 We do not design products. Our quality certification excludes product design. Where we suggest a change to make a part easier to manufacture, you remain responsible for approving it and for the design being fit for its purpose.

5.7 We will pass on to our own suppliers and subcontractors the requirements of your Order that apply to the work they do for it.

5.8 Where your Order requires us to use a particular supplier or process source, we will do so. We are responsible for passing on your requirements to that source, but not for its performance beyond that.

6. CHANGES, CANCELLATION AND RESCHEDULING

6.1 An Order we have accepted cannot be cancelled, reduced, rescheduled or otherwise varied without our written agreement.

6.2 If we agree to a cancellation, reduction or rescheduling, or if a Contract ends early for any reason other than our breach, you will pay:

(a) for finished Goods, the full Order price;

(b) for work in progress, a fair proportion of the Order price for the work done;

(c) for material and bought-in items bought or committed for the Order that we cannot return or use elsewhere, their cost to us plus a handling charge of 15% of that cost. The handling charge covers receiving, inspecting, storing and moving the material and the administration involved;

(d) any cancellation charges our suppliers make;

(e) for Tooling made or ordered for the Order, the quoted price.

6.3 Where our actual losses are greater, including the profit we would have made on the Order, we may claim those losses instead of the charges in clause 6.2.

6.4 Material you pay for under clause 6.2 becomes yours once paid. We will send it to you at your cost, or scrap it if you tell us to. If we have no instruction within 30 days of asking, we may scrap it.

6.5 If you give us a schedule, forecast or call-off order, you authorise us to buy material and make Goods in economic batches to meet it, within the quantities and lead times it shows. If you reduce or end it, clause 6.2 applies to Goods made and material bought within those quantities and lead times.

7. DELIVERY

7.1 Delivery dates are our best estimate and run from our acceptance of the Order and our receipt of everything we need from you, including information, approvals and Free-Issue Material. Time for delivery is not of the essence unless we agree otherwise in writing for a particular Order. We will tell you as soon as we know of a delay.

7.2 Unless the quotation says otherwise, delivery is ex works at our premises. Where the price includes carriage, delivery takes place on arrival at the address on the Order. Export deliveries follow the Incoterms (2020) stated on the quotation or acknowledgement.

7.3 We may deliver an Order in instalments. Each instalment is a separate Contract. A delay or defect in one instalment does not entitle you to cancel any other.

7.4 If you do not take delivery or collect Goods within 10 Business Days of our notice that they are ready, or of the scheduled delivery date if later, risk passes to you. We may invoice the Goods and store them at your cost. If they are still not taken after a further 3 months' written notice, we may sell or scrap them and set the proceeds against what you owe us.

A.D. Metal Spinners Ltd — Registered in England & Wales | Company No: 01146698 | VAT No: GB 187 211 463
Registered Office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY

7.5 Goods are packed in our standard packaging suitable for normal carriage, to prevent damage and deterioration. Special packaging is supplied where the Specification requires it, at your cost. Pallets and containers are not returnable unless agreed.

7.6 Each delivery is accompanied by a delivery note and the certification the Order requires, such as a Certificate of Conformity, material certificates and a first article inspection report.

8. INSPECTION, NONCONFORMING PRODUCT AND RETURNS

8.1 You must inspect Goods promptly on delivery. You must tell us in writing within 14 days of delivery of any shortage, damage or defect that a reasonable inspection would reveal. Any other defect must be reported within 14 days of its discovery, and in any case within the warranty period in clause 9.

8.2 Before returning or reworking anything, you must give us a reasonable chance to inspect it and, if we ask, return it to us. Keep it separate and identified meanwhile, and do not use, rework or process it further without our written agreement. If the claim is valid we will refund the return carriage.

8.3 We will not knowingly deliver Goods that do not conform to the Specification unless you have first agreed a concession in writing.

8.4 If we find after delivery that Goods may not conform, we will tell you promptly in writing, identifying the affected parts and batches, so that you can contain them.

8.5 Where you raise a valid nonconformity, we will investigate it and, where your Order or the problem requires it, give you a root cause and corrective action report.

8.6 Goods not rejected within the times in clause 8.1, or used, processed or resold after you discovered a defect, are treated as accepted.

9. WARRANTY

9.1 We warrant that the Goods will conform to the Specification at delivery, and will be free from defects in our materials and workmanship for 3 months from delivery.

9.2 We warrant that Services will be carried out with reasonable care and skill and in accordance with the Specification.

9.3 This warranty does not cover defects caused by:

(a) your design, drawings or Specification;

(b) Free-Issue Material, or a source you required us to use;

(c) fair wear and tear, misuse, accident, or improper handling or storage after delivery;

(d) any later processing, alteration or repair not carried out by us.

9.4 If Goods do not meet this warranty, we will repair or replace them or credit their price, at our choice. This is your only remedy for defective Goods, subject to clause 12.1.

9.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent the law allows.

10. RISK AND OWNERSHIP

10.1 Risk in the Goods passes to you on delivery under clause 7.2, or under clause 7.4 if earlier.

10.2 Ownership of Goods made from our material does not pass to you until we have been paid in full for them and for any other sums you owe us that are overdue.

10.3 Until ownership passes, you must hold the Goods for us, keep them identifiable as ours, and keep them insured. You may use or resell them in the normal course of your business, but that right ends immediately if any of the events in clause 17.1 occurs.

A.D. Metal Spinners Ltd — Registered in England & Wales | Company No: 01146698 | VAT No: GB 187 211 463
Registered Office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY

AS 9100D CERTIFIED ISO 9001

10.4 If payment is overdue, or any of the events in clause 17.1 occurs, we may require you to return Goods we still own. If you do not, you permit us to enter any premises where they are kept to recover them.

10.5 Free-Issue Material, and drawings and Tooling you supply, remain your property and at your risk while with us, and you should insure them. We will identify, store and protect them with reasonable care, use them only for your Orders, and tell you promptly if any are lost, damaged or found unsuitable for use.

11. PAYMENT

11.1 We invoice on or after delivery, or under clause 7.4 if earlier. Tooling is invoiced on completion, and charges under clause 6 when they arise.

11.2 You must pay each invoice in full within the credit terms on our order acknowledgement or invoice. If none are stated, payment is due within 30 days of the invoice date.

11.3 We may require payment in advance, by pro forma invoice, or security for payment, before accepting or continuing an Order. This applies in particular to new accounts and where credit terms are exceeded.

11.4 If you pay late, we may charge interest and claim fixed-sum compensation and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. We may also suspend work and deliveries on any Order until we are paid.

11.5 You must pay without deduction, set-off or counterclaim. A dispute about one invoice, or part of one, does not entitle you to withhold payment of any other sum.

12. LIMITS ON OUR LIABILITY

12.1 Nothing in these Conditions limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot lawfully be limited or excluded.

12.2 We are not liable for loss of profit, revenue, business, contracts, goodwill, production, use or anticipated savings, or for any indirect or consequential loss. This applies however the loss arises, including through negligence.

12.3 Our total liability arising from or in connection with each Contract, in contract, tort (including negligence) or otherwise, is limited to the price of the Goods or Services concerned. For Services carried out on Free-Issue Material, it is limited to twice the charge for those Services.

12.4 Spinning and forming carry a risk of splitting, cracking and distortion, particularly where the condition of the material is unknown. We are not liable for Free-Issue Material lost in normal processing within the allowance in clause 5.5, unless the loss was caused by our negligence.

13. TOOLING

13.1 Tooling invoiced to you becomes yours outright once paid. We claim no lien or retention rights over it.

13.2 We store your Tooling free of charge, keep it identified as yours, and take reasonable care of it. Tooling wears in use. If it needs replacing, we will quote before making a replacement.

13.3 If there has been no Order for the part for five years, we will ask you in writing to collect the Tooling or tell us what to do with it. If we have had no reply after 3 months, we may scrap it.

13.4 Tooling we make at our own cost, without charging you for it, remains ours.

13.5 Our methods, tool designs, drawings and CNC programs remain our property and confidential to us, even where you own the Tooling itself.

14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

14.1 We will keep your drawings, Specification and other confidential information confidential. We will use them only for your Orders, and share them with our own suppliers only as far as needed for the Order and on terms of confidentiality.

A.D. Metal Spinners Ltd — Registered in England & Wales | Company No: 01146698 | VAT No: GB 187 211 463
Registered Office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY

AS 9100D CERTIFIED ISO 9001

14.2 You confirm that making Goods to your Specification will not infringe anyone else's intellectual property rights. You will indemnify us against all losses, costs and claims arising if it does.

14.3 Our quotations, process information and know-how are confidential to us.

14.4 Nothing in these Conditions stops us doing similar work for others, as long as we do not use your confidential information to do it.

15. QUALITY, TRACEABILITY AND ACCESS

15.1 We make Goods and carry out Services under our quality management system. Where the Order requires it, we carry out first article inspection and provide the report.

15.2 We keep Goods identified, and traceable to their material batch and certificates, from receipt of material to delivery.

15.3 We keep the quality records for each Order, including certificates, inspection and test records and first article reports, for at least 10 years from delivery, or longer if the Order requires. At the end of that period we may dispose of them securely, unless you have asked us to send them to you.

15.4 We buy material and parts only from approved sources, with certification that traces them to their origin, and we have controls to prevent counterfeit or suspect unapproved parts. If we suspect that counterfeit material has been used in Goods delivered to you, we will tell you promptly.

15.5 On reasonable notice, you, your customer and any regulatory authority may have access to the areas of our premises and the records that relate to your Order. This is subject to our duties of confidentiality to other customers.

15.6 Our people are made aware of their contribution to product conformity and product safety, and of the importance of ethical behaviour.

16. EVENTS BEYOND OUR CONTROL

16.1 We are not liable for delay or failure in performing a Contract caused by events beyond our reasonable control. These include fire, flood, severe weather, epidemic, war, terrorism, cyber attack, government action, failure of power or utilities, breakdown of plant, industrial action, and shortage or delay of materials, transport or supplier performance.

16.2 We may suspend the affected Contract while the event continues. If the suspension lasts more than 3 months, either of us may end the Contract by written notice for any Goods not yet made. You must still pay for Goods made and work done up to that point, and clause 6.2 applies.

17. SUSPENSION AND TERMINATION

17.1 We may suspend or end any Contract with you immediately by written notice if:

(a) any payment from you is overdue;

(b) you breach a Contract and do not put it right within 14 days of our written notice;

(c) you become insolvent, enter administration, receivership, liquidation or any arrangement with creditors, stop trading, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;

(d) we have reasonable doubts about your ability to pay.

17.2 If a Contract is ended or suspended under clause 17.1, everything you owe us becomes due immediately, and clause 6.2 applies to work not yet delivered.

17.3 Until all sums you owe us are paid, we have a lien over any of your goods, Free-Issue Material and other property in our possession, but not over Tooling you have paid for. If any sum is still unpaid 28 days after our written notice, we may sell that property and apply the proceeds to what you owe.

A.D. Metal Spinners Ltd — Registered in England & Wales | Company No: 01146698 | VAT No: GB 187 211 463
Registered Office: 56-60 Shelley Road, Bournemouth, Dorset, BH1 4HY

18. COMPLIANCE WITH LAW

18.1 Each of us will comply with the Bribery Act 2010 and the Modern Slavery Act 2015.

18.2 You must tell us if Goods, drawings or technical data you supply are subject to export controls. Each of us is responsible for any export licence it needs.

18.3 We use business contact details only to manage our dealings with you, in line with UK data protection law.

19. GENERAL

19.1 You may not transfer a Contract without our written consent. We may subcontract any part of the work. Where your Order requires approval of subcontractors or particular process sources, we will follow it. We remain responsible for work we subcontract.

19.2 Each Contract, together with these Conditions, is the whole agreement between us about its subject. You confirm that you have not relied on any statement not set out in it, but this does not limit liability for fraud.

19.3 A delay or failure by us in enforcing any right is not a waiver of it.

19.4 If any part of these Conditions is found invalid or unenforceable, the rest remains in force.

19.5 No one other than you and us has any right to enforce a Contract under the Contracts (Rights of Third Parties) Act 1999.

19.6 Notices must be in writing and may be sent by email or post to the address last given by the other party. An email is received when sent, or at 9am on the next Business Day if sent outside 9am-5pm on a Business Day. A letter is received two Business Days after posting.

19.7 Each Contract is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

A.D. Metal Spinners Ltd - Conditions of Sale, version 2.0, issued 15/10/2026. A copy of each version as issued is kept and can be supplied on request.