HAGUE FASTENERS LIMITED

Terms & Conditions of Sale

Conditions | Sale of goods by HAGUE FASTENERS LIMITED

DOCUMENT REF.	ISSUE	ISSUE DATE	REVIEW	OWNER
HFTOCS	5	14/10/2026	Annually	Managing Director

The Buyer should note the provisions of Clause 15 (Limitation of Liability).

01 Definitions

In this document the following words shall have the following meanings:

Agreement	Means the documents comprising an Agreement and includes these Conditions, an Order Acknowledgement and its related Purchase Order for Goods. If there is any inconsistency between the documents comprising an Agreement, precedence shall apply in accordance with Clause 3.5.
Buyer	Means the organisation or person with whom an Agreement is made by the Seller, whether directly or indirectly through an agent or third party acting for or instructed by them.
Conditions	Means these terms and conditions as amended from time to time in accordance with Clause 22 (Variation).
Goods	Means the articles or things described in a Purchase Order including raw materials, processed materials or fabricated products.
Intellectual Property Rights	Means all patents, rights to inventions, designs, data, information, copyright and related rights, trademarks, trade names, domain names, goodwill, rights in software, database rights, and other intellectual property rights relating to the Goods in all cases whether registered or unregistered.
Order Acknowledgement	Means the Seller's written acceptance of a Purchase Order.
Parties	Means the Buyer and the Seller.
Purchase Order	Means an order for the purchase of Goods submitted by the Buyer.
Seller	Means HAGUE FASTENERS LIMITED.

02 Construction

2.1 In these Conditions, the following rules apply:

2.1.1 A person includes a natural person, corporate or unincorporated body.

2.1.2 A reference to a party includes its personal representatives, successors or permitted assigns.

2.1.3 A reference to 'writing' includes faxes and emails.

2.1.4 References to statutes include modifications or re-enactments.

2.1.5 'Including' or similar expressions do not limit the preceding words.

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03 General

3.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer, to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer at any time, including any terms referenced in any purchase order, supplier portal, or other document.

3.2 Any terms or conditions proposed or relied upon by the Buyer at any time are expressly rejected and shall have no effect.

3.3 These Conditions shall continue to apply to all future supplies under the Buyer's credit account, notwithstanding any conflicting, overriding, or permanent terms proposed by the Buyer.

3.4 No conduct by the Seller, including acceptance of a Purchase Order, commencement of work, or delivery of Goods, shall be deemed to constitute acceptance of any Buyer terms.

3.5 In the event of any inconsistency between documents, the following order of precedence shall apply:

- **(a)** Seller's Order Acknowledgement
- **(b)** These Conditions
- **(c)** Any other document

For the avoidance of doubt, Buyer terms shall not apply in any circumstances.

3.6 Placement of a Purchase Order by the Buyer shall constitute acceptance of these Conditions in full.

3.7 No variation to these Conditions shall be effective unless agreed in writing and signed by a Director of the Seller.

04 Orders

4.1 Verbal or telephone orders and any variations must be confirmed in writing by the Buyer. The Seller is not responsible for errors or misunderstandings arising from unconfirmed instructions.

4.2 No Purchase Order shall be binding on the Seller unless accepted in writing by means of an Order Acknowledgement.

4.3 A contract shall only be formed upon issue of an Order Acknowledgement.

05 Price and Payment

5.1 All prices are stated in Sterling (GBP) or Euro (EUR), as specified on the Order Acknowledgement or Invoice.

5.2 Prices may be adjusted to reflect variations in costs (including materials, wages, duties, exchange rates) occurring after quotation or order submission.

5.3 Prices exclude VAT and transport, packaging, insurance and other applicable taxes unless agreed otherwise.

5.4 Unless otherwise expressly agreed in writing by the Seller, invoices are payable within 30 days from the date of invoice, time being of the essence.

Where extended or alternative credit terms have been approved, such terms shall apply only where confirmed in writing by the Seller, including but not limited to a formally approved credit account or account application.

In the absence of such written confirmation, the default payment terms of 30 days from date of invoice shall apply.

5.5 Overdue invoices carry interest at 8.00% per annum above the Bank of England base rate.

5.6 The Seller shall be entitled to compensation and recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, including fixed compensation and any reasonable costs of debt recovery.

5.7 The Buyer shall not be entitled to withhold, deduct, or set off any amounts due unless agreed in writing by the Seller.

5.8 If payment is not made on time, the Seller may require advance payment, suspend deliveries, withdraw credit terms, or terminate the Agreement.

06 Specification of Goods

6.1 No description or specification in the Seller's literature forms part of any Agreement.

6.2 Goods may be subject to technical changes and development without notice.

6.3 The Buyer is solely responsible for ensuring suitability of Goods for their intended application.

6.4 All Goods are manufactured strictly in accordance with Buyer-supplied drawings, specifications or stated international standards. The Seller accepts no responsibility for design, performance or application.

6.5 The Buyer is solely responsible for ensuring compliance with ITAR, EAR, export control regulations and any restricted or controlled data requirements. The Seller accepts no liability for undeclared or misclassified controlled data.

6.6 Compliance with PED 2014/68/EU or any other regulatory requirement shall only be provided where expressly requested and confirmed in writing by the Seller and shall not be implied.

07 Delivery and Risk

7.1 Delivery dates are estimates only. The Seller reserves the right to deliver Goods as and when they become available and shall not be obliged to delay or hold Goods to meet any requested or scheduled delivery date.

7.2 Time is not of the essence and no delivery date shall be binding unless expressly agreed in writing and signed by a Director of the Seller.

7.3 The Seller is not liable for delays in delivery howsoever caused.

7.4 The Buyer shall have no right to claim damages, liquidated damages, or compensation, nor to cancel, reject, or suspend performance of any order due to delayed delivery.

7.5 Delivery to a carrier constitutes delivery to the Buyer. Risk passes at that point.

7.6 Goods collected by the Buyer are at the Buyer's risk upon collection.

7.7 Goods delivered by the Seller are at the Buyer's risk when ready to unload.

7.8 The Buyer shall not have the right to defer or suspend delivery of Goods that are made to order or manufactured to the Buyer's specifications. The Buyer shall accept and pay for any such Goods delivered in accordance with the Agreement. If delivery is refused, delayed, or restricted by the Buyer for any reason, risk shall pass immediately and storage charges may apply.

7.9 Claims for loss, damage, or non-compliance must be notified within 7 days of delivery, or within 10 days for non-delivery.

7.10 Storage charges may apply if forwarding instructions are delayed.

7.11 The Buyer shall not refuse delivery, reject Goods, or impose any penalty, charge, or claim arising from early delivery. Where the Buyer requests delayed delivery, the Seller reserves the right to store the Goods at the Buyer's risk and expense.

08 Sanctions and Export Compliance

8.1 The Buyer shall ensure that neither it, nor any of its affiliates, agents, or end users, are subject to any applicable sanctions imposed by the United Kingdom, European Union, United Nations, United States, or any other relevant authority.

8.2 The Buyer shall comply with all applicable export control laws and sanctions regulations and shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of the Goods to or for use in:

- **(a)** any country or territory subject to comprehensive sanctions;
- **(b)** any person or entity listed on any applicable sanctions list;
- **(c)** any use or application that would cause the Seller to be in breach of applicable sanctions or export control laws.

8.3 The Buyer shall be solely responsible for determining and ensuring the legality of any onward supply, export, or end use of the Goods, and the Seller shall have no liability for any breach arising from such onward supply or use.

8.4 The Buyer shall indemnify and hold the Seller harmless against all losses, liabilities, penalties, fines, costs, and expenses arising from any breach of this Clause.

8.5 The Seller reserves the right to refuse, suspend, or terminate any order or Agreement without liability where it reasonably believes that the Goods may be used in breach of applicable sanctions or export control laws.

8.6 The Seller may request such information as it reasonably requires to verify end use, end user, and destination, and the Buyer shall promptly provide such information. Failure to do so shall entitle the Seller to suspend or cancel the order.

09 Title

9.1 Title remains with the Seller until payment in full.

9.2 Until title passes, the Buyer shall hold the Goods as fiduciary custodian for the Seller and store them separately, maintaining them in good condition and insured.

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9.3 The Buyer may resell Goods in the ordinary course of business but holds proceeds on trust for the Seller.

9.4 Until title passes, the Seller may require return of Goods and may enter premises to recover them in the event of breach or insolvency.

9.5 The Seller may pursue payment even if title has not passed.

10 Buyer's Obligations

10.1 The Buyer must provide all necessary information and consents for delivery, including import licences.

10.2 Unlawful termination by the Buyer requires payment of all Seller's committed costs and, for cancellations on less than 56 days' notice, the full price as liquidated damages.

10.3 The Buyer shall not impose penalties, liquidated damages, or back charges unless expressly agreed in writing by a Director of the Seller.

11 Alterations to the Agreement

11.1 Variations require written agreement signed by a Director of the Seller.

11.2 Purchase orders, emails, or system acknowledgements shall not constitute agreement to any variation.

11.3 Buyers may request changes within 2 days of Order Acknowledgement.

11.4 The Seller will respond with revised terms for acceptance.

12 Warranty

12.1 The Seller warrants it has the right to sell the Goods.

12.2 Goods manufactured by the Seller are warranted for 12 months from delivery against defects in materials and workmanship under proper use.

12.3 The Seller's obligation is limited to repair, replacement, or refund at its option.

12.4 The Buyer shall inspect all Goods upon delivery and prior to installation or resale. Installation or resale constitutes acceptance.

12.5 The Seller is not liable for removal, reinstallation, access costs, or consequential losses.

12.6 Warranty excludes Buyer designs, misuse, improper handling, storage, installation or alteration.

12.7 Goods for warranty claim must be returned at the Buyer's expense.

12.8 The Seller does not warrant fitness for purpose unless expressly agreed in writing by a Director of the Seller.

13 Indemnity

The Buyer shall indemnify and hold the Seller harmless against all losses, costs, expenses, damages and liabilities (including reasonable legal fees) arising from any breach by the Buyer of its obligations under the Agreement.

14 Returns, Rejection and Claims

14.1 The Seller shall have no obligation to accept the return of any Goods except in accordance with the warranty provisions set out in Clause 12 or where expressly agreed in writing by the Seller. Goods manufactured to the Buyer's specifications or to order are not cancellable or returnable except as provided in these Conditions.

14.2 The Buyer shall have no right to reject Goods unless the alleged defect or non-conformance is notified within the time limits set out in Clause 7.9 and is subsequently confirmed by the Seller following inspection.

14.3 The Seller reserves the right to inspect the Goods, either at the Buyer's premises or following return, prior to accepting any claim.

14.4 No Goods shall be returned without the Seller's prior written authorisation. The Seller may specify the method of return, packaging requirements, and any applicable reference documentation.

14.5 The Seller shall not accept rejection of Goods for minor deviations which do not materially affect form, fit, function, or compliance with agreed specifications.

14.6 The Seller's sole obligation in respect of any valid claim shall be, at its option, repair, replacement, or refund, and the Buyer shall not be entitled to any further remedy.

14.7 The Buyer shall not carry out, or instruct any third party to carry out, any rework, modification, correction, repair, or alteration to the Goods without the Seller's prior written approval.(a) Any such action taken without written authorisation from the Seller shall be entirely at the Buyer's risk and cost, and the Seller shall have no liability whatsoever for any resulting costs, losses, or consequences.(b) Any unauthorised rework or modification shall immediately void all warranties and invalidate any claim against the Seller in respect of those Goods.

15 Limitation of Liability

15.1 The Seller's total liability shall not exceed the price paid for the Goods.

15.2 The Seller shall not be liable for any indirect or consequential loss.

15.3 The Seller has no liability for design or fitness for purpose.

15.4 Nothing excludes liability for death, personal injury, or fraud.

15.5 All implied terms are excluded to the fullest extent permitted by law.

16 Product Liability Insurance Exclusions

16.1 The Buyer acknowledges and agrees that the Seller's product liability insurance contains specific exclusions which limit the Seller's ability to provide indemnity or cover for certain categories of claims.

16.2 In particular, the Seller shall have no liability or responsibility to the Buyer for any losses, claims or liabilities arising from:

- **(a)** Any judgment, award or settlement made against the Seller under the laws of the United States of America, or any order made anywhere in the world to enforce such a judgment, award or settlement.
- **(b)** Any fines, penalties, punitive, exemplary or multiple damages of any kind.
- **(c)** Any claim arising directly or indirectly from the discharge, dispersal, seepage, release or escape of any polluting or contaminating substances, or the cost of removing, nullifying or cleaning up such substances.
- **(d)** Any connections or dealings that would expose the Seller to sanctions or trade embargoes, including but not limited to connections with Sanctioned Parties as defined by applicable UK, EU, UN or US sanctions regimes, or business involving Comprehensively Sanctioned Countries.
- **(e)** Any sales, exports, shipments, or operations involving such Sanctioned Parties or Countries, including the use of sanctioned vessels or aircraft for shipping.
- **(f)** Any products knowingly supplied for use or installation in or on any aircraft or aerial device.

16.3 The Buyer is responsible for arranging and maintaining any additional insurance it requires to cover these excluded risks and shall not rely on the Seller for any indemnity or cover in respect of such exclusions.

17 Free Issue Materials

17.1 Where the Buyer supplies any materials, components or parts ("Free Issue Materials") for processing or incorporation into the Goods, the Buyer does so entirely at its own risk.

17.2 The Seller shall not be liable for any loss of or damage to Free Issue Materials while in the Seller's possession except where such loss or damage results directly from the Seller's proven negligence.

17.3 The Seller shall not be liable for any costs or losses arising from the scrapping, unsuitability, incompatibility, or failure of Free Issue Materials during processing, manufacture, or inspection.

17.4 The Buyer is solely responsible for ensuring that all Free Issue Materials are of suitable quality, specification, and condition for the intended processing and application.

17.5 The Buyer shall bear the full cost of any replacement materials, additional processing, delay, or disruption arising from defective, unsuitable, or non-conforming Free Issue Materials.

18 Termination

18.1 The Seller may terminate the Agreement immediately where the Buyer commits a breach which is not remedied within 5 days of written notice.

18.2 The Seller may terminate if the Buyer becomes insolvent.

18.3 Termination does not affect accrued rights.

18.4 The Seller may suspend performance or terminate the Agreement where the Buyer seeks to impose terms inconsistent with these Conditions.

19 Intellectual Property Rights

19.1 The Seller retains full ownership of all Intellectual Property Rights in its designs, drawings, specifications, data, manufacturing processes, know-how, and tooling concepts, whether developed before or during the performance of the Agreement.

19.2 The Buyer warrants that all designs, drawings, specifications, samples, instructions, or other requirements supplied by or on behalf of the Buyer do not infringe the Intellectual Property Rights, copyright, design rights, patents, trademarks, or any other rights of any third party.

The Buyer shall fully indemnify and hold the Seller harmless against all claims, demands, damages, losses, costs, and expenses (including legal fees) arising from any actual or alleged infringement resulting from the manufacture, supply, or use of Goods produced in accordance with such requirements.

19.3 The Seller agrees not to reproduce, use, or disclose any designs, drawings, specifications, or other confidential information uniquely provided by the Buyer except to the extent necessary to fulfil the Buyer's orders. This restriction shall not apply to any information which is in the public domain, is an industry standard, or is the proprietary specification of an OEM that is widely used by other customers.

19.4 The Buyer shall not remove, alter, obscure, or tamper with any marks, identification, batch codes, or traceability features applied by the Seller to the Goods.

Where such marks are removed, altered, or obscured after delivery, the Seller shall have no liability whatsoever in respect of those Goods, and any warranties or claims shall be deemed void.

The Buyer shall be fully responsible for any consequences arising from loss of traceability, including but not limited to product identification, conformity, and origin verification.

19.5 The Buyer may re-package the Goods following receipt and inspection but shall ensure that any such re-packaging provides adequate protection to prevent damage during onward transport, storage, or resale. The Seller shall have no liability for any loss or damage arising from inadequate packaging or handling after delivery, and any such failure shall void all warranties and Seller liability.

19.6 The Buyer shall not use any of the Seller's Intellectual Property Rights, including trade names, trademarks, or product identifiers, in any way that may prejudice their validity, distinctiveness, or the Seller's goodwill.

19.7 The Seller shall have no obligation to investigate, verify, or validate the ownership, validity, or potential infringement of any Intellectual Property Rights relating to Goods manufactured to the Buyer's requirements.

All such responsibility rests solely with the Buyer, and the Seller shall have no liability whatsoever for any infringement or alleged infringement arising from compliance with the Buyer's instructions.

19.8 Where the Seller agrees, at the Buyer's request, to mark Goods with the Buyer's name, trademark, part number, or other identification in place of or in addition to the Seller's own marking, the Buyer acknowledges and accepts that:

- **(a)** The Goods may not be identifiable as manufactured by the Seller once delivered or incorporated into service.
- **(b)** The Seller shall have no responsibility for verifying the origin, authenticity, or conformity of any Goods presented after delivery where Seller identification is absent, altered, or replaced.
- **(c)** The Seller shall have no liability for any claims, rejections, or returned Goods where the origin of manufacture cannot be conclusively established as the Seller's product.
- **(d)** Any warranty, claim, or liability shall be conditional upon the Buyer providing full and verifiable traceability linking the Goods to the Seller's original manufacture and supply. The Seller reserves the right to reject any claim where such traceability is incomplete, unclear, or unverifiable.

For the avoidance of doubt, the burden of proof shall rest entirely with the Buyer.

20 Force Majeure

20.1 The Seller shall not be liable for any delay in performance or failure to perform any of its obligations under the Agreement to the extent that such delay or failure results from events, circumstances, or causes beyond its reasonable control ("Force Majeure Event").

20.2 Force Majeure Events shall include, but are not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; war, armed conflict, terrorist attack, civil commotion or riots; fire or explosion; interruption or failure of utilities or transport networks; port congestion; delays or shortages in raw materials, forgings, or specialist processing; breakdown of plant or machinery; cyber incidents; labour disputes; acts of government or regulatory authorities; import or export restrictions; sanctions; or any other event beyond the Seller's reasonable control.

20.3 Where a Force Majeure Event occurs, the Seller shall be entitled to a reasonable extension of time for performance and shall not be liable for any resulting delay, failure, or inability to deliver.

20.4 The Seller shall not be liable for any loss of profit, loss of production, liquidated damages, penalties, or any indirect or consequential loss arising from a Force Majeure Event.

20.5 If a Force Majeure Event continues for a period of more than 60 days, the Seller shall be entitled, at its option, to suspend or terminate the affected part of the Agreement without liability.

21 Assignment

21.1 Neither Party shall assign or transfer its rights or obligations without the other's prior written consent, such consent not to be unreasonably withheld or delayed.

21.2 Either Party may assign to an Affiliate or successor in business upon prior written notice.

22 Variation

No variation shall be binding unless agreed in writing and signed by a Director of HAGUE FASTENERS LIMITED. Any attempt by the Buyer to vary these Conditions shall be void.

23 Severability

If any provision is invalid, the remainder remains in force.

24 Rights of Third Parties

No third party may enforce these Conditions.

25 Governing Law

This Agreement is governed by the law of England and Wales. The Parties submit to the exclusive jurisdiction of the English courts.

26 Confidentiality

Each Party agrees to keep confidential and not disclose to any third party any technical, commercial or other confidential information received from the other Party in connection with the Agreement, except as required to fulfil the Agreement or as required by law.

REVISION HISTORY

Issue	Date	Details of change
5	14/10/2026	New look. Wording unchanged from Issue 4.
4	19/03/2026	Revised.

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