HAGUE FASTENERS LIMITED

Terms and Conditions of Purchase

Contract terms | Purchase of Goods and Services

DOCUMENT REF.	ISSUE	ISSUE DATE	REVIEW	OWNER
HF-TCP	2	12/10/2026	Annually	Managing Director

01 Definitions

Buyer	HAGUE FASTENERS LIMITED, registered in England (Company No. 03292586), Monmer Close, Willenhall, West Midlands, WV13 1JR, UK.
Seller	The person, firm, or company supplying the Goods or Services to the Buyer.
Goods	All products, materials, or items supplied by the Seller as described in the Order.
Services	All work or services supplied by the Seller as described in the Order.
Order	The Buyer's purchase order for Goods or Services.
Contract	The legally binding agreement comprising the Order, these Terms & Conditions of Purchase, and the Hague Fasteners Supplier Code of Conduct.
Code of Conduct	The Buyer's Supplier Code of Conduct, as amended from time to time and available at https://www.haguefasteners.co.uk/supplier-code-of-conduct/. These Terms are available at https://www.haguefasteners.co.uk/terms-conditions-of-purchase/.

02 Scope and Application

These Terms apply to all Orders placed by the Buyer. By accepting the Order, supplying the Goods or Services, or acting in a way consistent with fulfilling the Order, the Seller agrees to be bound by these Terms to the exclusion of all other terms unless expressly agreed in writing by the Buyer.

03 Formation of Contract

A Contract is formed when the Seller:

- Confirms acceptance in writing;
- Begins manufacture, assembly, or provision of the Goods or Services; or
- Delivers the Goods or performs the Services.

No variation shall be binding unless agreed in writing by the Buyer.

04 Compliance and Ethics

4.1 The Seller shall comply with all applicable laws, regulations, codes, and standards.

4.2 The Seller shall comply with the Hague Fasteners Supplier Code of Conduct.

4.3 Without limitation, the Seller shall:

- Comply with the UK Bribery Act 2010 and equivalent anti-corruption laws;
- Meet obligations under the UK Plastic Packaging Tax (PPT);
- Provide full CBAM declarations where applicable;

- Meet RMI conflict mineral due diligence requirements;
- Comply with sanctions and export control laws;
- Comply with the UK Modern Slavery Act 2015 and international labour standards.

4.4 The Seller shall provide documentary evidence of compliance when requested.

4.5 Failure to comply is a material breach of contract.

05 Confidentiality and Non-Disclosure

5.1 All information provided by the Buyer is confidential and shall be used only for fulfilling the Contract.

5.2 The Seller shall limit access to those with a need to know and ensure equivalent confidentiality obligations are in place.

5.3 Confidential information shall not be disclosed to third parties without prior written consent.

5.4 Obligations survive for five (5) years from disclosure, or as long as the information remains a trade secret.

06 Delivery and Performance

6.1 Goods shall be delivered and Services performed on the agreed date(s).

6.2 Time is of the essence.

6.3 The Seller shall notify the Buyer immediately if delay is likely.

07 Quality and Inspection

7.1 Goods and Services must fully conform to the Order, specification, and applicable standards.

7.2 The Buyer may inspect or test Goods at any time prior to acceptance.

7.3 The release or onward supply of Goods by the Buyer shall not constitute acceptance. Where Goods are onwardly supplied, acceptance shall be deemed by the end user.

7.4 If Goods or Services are non-conforming, the Buyer may reject, require repair/replacement, or cancel without liability.

7.5 The Seller shall reimburse the Buyer for:

- Testing, inspection, and investigation costs;
- Return transport and packaging costs;
- Transport and recovery costs from the Buyer’s customer;
- Handling, administrative, and rework costs.

7.6 Approval: where the Order requires, the Seller shall obtain the Buyer's written approval before starting work or releasing Goods, of: first-article or sample parts; procedures, processes and equipment (including heat treatment, coating, plating, non-destructive testing and welding); and the release documentation.

7.7 Competence: personnel performing special processes, inspection or testing shall be competent and, where the Order or specification requires, qualified (for example non-destructive testing personnel to ISO 9712, or testing by a UKAS- or ILAC-accredited laboratory).

7.8 Certificates and traceability: every delivery shall be supplied with a certificate of conformity and, where the Order specifies, an inspection certificate type 3.1 to BS EN 10204. Goods shall be traceable to heat or cast and batch. The Seller shall retain the related records for at least ten (10) years.

7.9 Changes: the Seller shall notify the Buyer and obtain written approval before changing the material, process, manufacturing site or special-process sub-supplier for Goods supplied under the Order.

7.10 Nonconformity: the Seller shall notify the Buyer immediately on finding that delivered Goods may not conform. No concession or deviation is permitted without the Buyer's written approval.

7.11 Counterfeit items: the Seller shall not supply counterfeit, fraudulent or suspect items, and shall notify the Buyer immediately of any suspicion.

7.12 Right of access: the Buyer, its customer and relevant regulatory authorities may, on reasonable notice, verify Goods, processes and records at the Seller's premises or other location, including any witness or hold points stated in the Order.

7.13 Performance monitoring: the Seller's quality, delivery and responsiveness are monitored and graded by the Buyer, and may affect the Seller's approved status.

7.14 Communication: the Seller shall not contact the Buyer's customer about the Order unless agreed in writing by the Buyer.

7.15 Flow-down: the Seller shall pass the relevant requirements of the Order and these Terms to its sub-tier suppliers.

08 Warranties

The Seller warrants that Goods are:

- Of satisfactory quality, fit for purpose, and free from defects;
- In compliance with specification and applicable standards;
- Non-infringing of any IP rights.

Services will be performed with skill, care, and industry best practice.

09 Indemnity

The Seller shall indemnify the Buyer against all losses, costs, damages, and expenses (including legal fees) arising from:

- Breach of Contract;
- Defective or non-conforming Goods or Services;
- Negligence;
- Non-compliance with laws or regulations.

This includes all costs described in clause 7.5.

10 Intellectual Property

Any IP arising from work undertaken for the Buyer or relating to Buyer specifications shall belong to the Buyer unless otherwise agreed in writing.

11 Subcontracting

The Seller shall not subcontract without the Buyer’s prior written consent and remains fully responsible for subcontractor performance and compliance.

12 Insurance

The Seller shall maintain adequate product liability, public liability, and employer’s liability insurance and provide evidence upon request.

13 Health & Safety

The Seller shall comply with all applicable health and safety laws and the Buyer’s site safety rules when on Buyer premises.

14 Data Protection and Cybersecurity

14.1 The Seller shall comply with UK GDPR and data protection laws when processing Buyer personal data.

14.2 The Seller shall maintain appropriate measures to protect data.

14.3 Any suspected or actual data breach must be reported immediately.

15 Payment Terms

Unless otherwise agreed, payment will be made 60 days end of month from the date of a valid invoice.

The Buyer may withhold payment for defective Goods or unresolved disputes and may set off sums due against amounts owed by the Seller.

16 Force Majeure

Neither party is liable for failure due to events beyond reasonable control, including pandemics and government restrictions, provided reasonable mitigation steps are taken.

17 Termination

The Buyer may terminate immediately if the Seller:

- Breaches and fails to remedy within 14 days;
- Becomes insolvent;
- Fails to comply with clause 4 or clause 5.

18 Severability

If any clause is found invalid, the remainder shall remain in force.

19 No Waiver

Failure to enforce any clause shall not waive the right to enforce it later.

20 Governing Law

This Contract is governed by the laws of England and Wales, with exclusive jurisdiction of its courts.

HAGUE FASTENERS LIMITED, Monmer Close, Willenhall, West Midlands, WV13 1JR, United Kingdom | www.haguefasteners.co.uk | Registered in England No: 3292586 | VAT GB346974609

REVISION HISTORY

Issue	Date	Details of change
2	12/10/2026	Updated
1	Not recorded	First issue