



General Terms and Conditions of Sale

1. DEFINITIONS

In these conditions the word "Seller" means Hadleigh Castings Limited or any other subsidiary, or associate Company as may be appropriate. "Buyer" means the person(s) or company to whom this quotation or order acknowledgement is addressed or any other body receiving this quotation or order acknowledgement on behalf of the Buyer. The word "Goods" means the product, goods, equipment, machining parts, services and any other items consisting of all materials to be supplied by the Seller to the Buyer, and/or which are listed or described on the front of this, or other associated document. "Contract" means the agreement between the Seller and Buyer comprising the Seller's quotation, the Buyer's Order, the Seller's Order Acknowledgement, and these Terms and Conditions.

"Specification" means the drawings, models, technical requirements and other documentation provided or approved by the Buyer.

"Tooling" includes (without limitation) patterns, dies, moulds, jigs, fixtures, CNC programs, manufacturing data and any other tooling component or related items used in the manufacture of the Goods as appropriate.

2. VALIDITY

The Seller shall be at liberty to withdraw any quotation at any time and unless previously withdrawn it shall expire seven days after the date thereof unless otherwise indicated within the quotation terms. Any order by the Buyer based on this quotation shall be considered an offer subject to these Conditions of Sale and shall not bind the Seller unless the said offer has been accepted in writing by the Seller or the Goods have been delivered or collected. Where there is any conflict between the Seller's Conditions of Sale and any others which the Buyer may have, then those provided by the Seller shall prevail and override any others. Acceptance of the Seller's Conditions of Sale as final shall be considered conclusive by the Buyer or his Representative accepting the Seller's goods. The Seller reserves the right to change these conditions as necessary. Orders placed or accepted by email or other electronic means shall be deemed to be "in writing". Any terms proposed by the Buyer that vary from or conflict with these Conditions are rejected unless expressly agreed in writing by the Managing Director of the Seller.

3. CARRIAGE

Unless otherwise stated by the Seller this quotation shall include delivery to the Buyer's works within the U.K. using the Seller's own delivery vehicles, or substitute vehicles. Any extra cost of special or express delivery made at the Buyer's request or the use of Carriers for small quantities or long distances at the discretion of the Seller will be charged to the Buyer in addition to the sums specified in this quotation.

For deliveries outside the UK prices are EXW (Incoterms 2020) unless otherwise stated, and the Buyer is responsible for all freight costs including unloading at the Buyer's site, insurance costs, export tariffs and any other document requirement or handling charges.

4. PACKING

All products are supplied packed and protected to the Seller's standard method. Any special packaging to provide extra protection or dedicated packaging and/or boxes required by the Buyer is not included in any quotation unless specifically stated, is subject to discussion and will be chargeable.

Returnable packaging must be returned at the Buyer's expense within 30 days or will be charged to the Buyer.

5. DAMAGE, SHORTAGE AND LOSS

The Seller shall not be liable for any damage, shortage or loss in transit unless:

- a. Such damage or shortage is notified in writing both to the Seller and to the carriers (if applicable) within three days of receipt of the goods including photographic evidence and the goods have been handled by the Buyer in accordance with the Seller's or Carrier's conditions or
- b. Non-delivery (in the case of total loss) is notified in writing both to the Seller and to the Carrier (if applicable) within 5 days of the date of despatch.
- c. Goods subject to a claim must be quarantined and not used, reworked, machined, or processed pending investigation.
- d. Claims received after the stated period will be invalid.

6. DEFECTS, WARRANTIES REPRESENTATIONS AND GUARANTEES

The Seller shall not be liable for any defects in workmanship or materials unless the defective products or materials are returned to the Seller within 30 days of the date of despatch to the Buyer. It shall be a condition of the contract that such defective products or materials, if accepted as defective by the Seller, will be repaired or replaced at the Seller's option. Under no circumstance shall the Seller be liable for processing costs, machining costs or any other expenses incurred by the Buyer for work carried by the Buyer or by third parties on defective products or materials, nor shall the Seller be liable for any other direct or consequential loss or damage arising out of any defects. Claims received after the stated period will be invalid.

The Seller shall not be liable in respect of any defects arising out of faults in the design of the product or tooling, or construction of patterns supplied by or caused to be supplied by the Buyer. Defects of whatsoever kind in any delivery shall not be grounds for cancellation, rescission or repudiation by the Buyer of the remainder of the contract. Save as herein expressly set out all conditions, warranties, representations or guarantees, whether express or implied by statute or common law, including any condition, warranty, representation or guarantee as to the

description or quality of the goods or their fitness for any purpose whether or not known to the Seller are hereby excluded. The Seller's total aggregate liability under the Contract shall not exceed the price paid for the specific Goods giving rise to the claim.

The Seller shall not be liable for loss of profit, production downtime, business interruption or any consequential or indirect loss.

Nothing in these Conditions limits liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

7. TESTS

Testing and inspection if required by the Buyer shall be carried out at the Seller's works or at any independent testing place nominated by the Seller and the results of all tests provided by the Seller shall be considered final. Hadleigh Castings Ltd will work to Buyer's Supplied Drawing(s) and Technical Specification(s). In regard to Non-Destructive Testing, the only method to guarantee that every part delivered meets Buyer's specification is if every part undergoes 100% inspection. The Seller will complete sample inspection in line with supplied and agreed requirements which is an indicator that the process is under control and repeatable. However, it must be clearly understood that sample inspection by its nature only confirms that the specified percentage of the batch meet the full specification. It must also be understood that sampling is a compromise between cost and assuredness - in such instances, the Seller will pursue very best endeavours to ensure all parts are to specification, but it is not guaranteed. Therefore, the Seller does not accept liability for any parts delivered, with the exception of those sampled, which are subsequently processed and sub-surface defects are uncovered. Whilst the process is robust, it is by its nature variable, and the only guarantee of internal part integrity is NDT. The Buyer must ensure the ordered specification meets their usage requirements. Regardless of implied terms at Purchase Order or otherwise, the Seller will not accept any liability for on-cost, rectification or additional NDT under the circumstances detailed.

Unless otherwise stated in writing any specific pieces of testing apparatus required by the Buyer shall be charged additional to the quotation for the goods against which the specific test pieces are required. Any machining or testing of test bars or pieces together with relative certificates required by the Buyer shall also be charged as an additional item to the quotation. Unless otherwise stated within the quotation, the costs of any physical, chemical or other analysis or any form of non-destructive testing are excluded from the prices quoted. In the event that X-Ray (or similar NDT examination) is required it will be the Buyer's responsibility to communicate the appropriate techniques and all other required details to the Seller for approval. On completion the Seller will retain ownership of any X-Ray plates or other information depicting the results and any certificate

awarded by the Seller or the Seller's Representative shall be considered final and binding upon the parties. X-Ray plates will be stored at the Seller's expense for a period of five (5) years from delivery date unless otherwise agreed. After the storage period the Buyer must request and arrange collection of the plates within a period of 30 days or request an extension of the storage period (which will be chargeable) or they will be destroyed.

8. TOOLING

Where Tooling is supplied by the Buyer, it shall be a condition of the Contract that such Tooling is true to drawing, in good order, and entirely suitable for the Seller's methods of production. The Seller shall be entitled to withdraw or revise any quotation if Buyer-supplied Tooling is found to be unsuitable. Where Tooling is supplied by the Buyer, the Seller shall be under no liability for breakages, loss or damage while work is being carried out using such Tooling.

Tooling will be stored on the Seller's premises during the normal useful life of the Tooling, and whilst an order for the associated cast part is in hand, the Seller will take reasonable care of the Tooling and (where applicable) store and maintain it at the Seller's expense. The Seller shall not be liable to replace or repair Tooling (or any part of Tooling) that becomes worn through normal use or storage.

Tooling being used or held on the Seller's premises for current orders for the associated cast part will be covered by the Seller's general insurances, however the Seller shall not be liable for loss or damage due to riot or act of war. Where Tooling is stored on the Seller's premises when no associated cast part order is active and in hand, such Tooling is held at the Buyer's risk and the Seller shall not be liable for any loss or damage howsoever arising (including flooding, accidents, fire, theft, riot or act of war).

Replacement of, alterations to, or repairs of Tooling due to normal wear and tear shall be paid for by the Buyer.

In the event of difficulty arising in the manufacture of Tooling or in the manufacturing process using such Tooling, the Seller shall not be liable for any consequent delay or non-delivery.

Tooling is to be paid for in one of the following ways as agreed between the Buyer and the Seller:

(i) total cost charged; or

(ii) part cost charged initially with the balance recovered through production quantities

(amortisation). Where Tooling costs are amortised into part pricing, the quoted unit prices assume the total part quantity stated in the quotation. If the Buyer reduces that quantity or cancels any remaining quantity, the Seller shall be entitled to invoice the unpaid balance of the Tooling cost (or the Tooling cost not yet recovered through delivered quantities), which shall become immediately due and payable. Part price will also be re-quoted in line with any quantity reduction.

If the Buyer wishes to remove any Tooling from the Seller's premises, the Buyer agrees that the Seller has the right to retain a general lien over such Tooling and to retain it in Quarantine Stores until any outstanding payments due from the Buyer to the Seller (for whatever reason) have been

made in full. The Buyer agrees that the Seller shall have no responsibility whatsoever for any consequential loss arising from the loss of availability or use of such Tooling. The Buyer further agrees that this lien shall be passed to any successor in title and/or embodied into any legally binding agreement with any subsidiary, associated or similar corporate body who takes a purchasing interest in such Tooling.

Programming for any equipment shall be paid for by the Buyer but shall always remain the property of the Seller.

All Tooling designs, gating/riser methods, CNC programs, special tools, gauges and manufacturing data created by the Seller remain the Seller's intellectual and physical property and may not be used, copied, or disclosed without prior written consent from the Seller's Managing Director. In all cases, this intellectual property is separate and distinct from the Buyer's Tooling. The Seller has the absolute right to remove runners and risers in the event of Tooling being removed from the Seller's premises.

9. TOOLING STORAGE

Tooling will be stored on the Seller's premises for a period of thirty-six months from date of last usage. After this period of inactivity, the Seller will write to the Buyer at their Registered Office Address and their last known trading address, detailing the Tooling's availability for collection within a four-week period of notice. Tooling retained beyond 36 months at the Buyer's request will incur a storage charge which will be billed per 6-month period in advance. After this period the Seller reserves the right to dispose of the Tooling. In any event, Tooling will be held for a maximum period of seventy-two months from date of last usage. After this period the Tooling will be destroyed at the Seller's discretion without notice. Unless otherwise agreed in writing, Tooling records are maintained for a period of seventy-two months from date of last usage after which time they will be destroyed. All Tooling returns will be at the Buyer's expense, and requests to scrap Tooling will be subject to an environmental waste disposal charge calculated upon the volume of the Tooling. The Seller accepts no liability for Tooling becoming obsolete due to design changes or regulatory changes.

10. PRICES

In the event of an increase in the cost of materials or any other production input beyond the Seller's control and or charges during the currency of the contract the Seller shall be at liberty to make a corresponding increase in the prices quoted in respect of that part of the order which remains to be completed. All prices quoted are on a fluctuating basis (unless expressly stated to the contrary) and have been compiled using Aluminium ingot invoice index as a base. Invoiced prices will vary in line with the said index at the Seller's discretion. Where Tooling has been supplied by the Buyer the quotation may be withdrawn or revised in the event that the equipment supplied is found to be unsuitable for the purposes of the contract. The Seller reserves the right to alter any quotation or price in the event of an alteration in the weight or design of

goods. Buyer-initiated design changes, drawing revisions, or additional operations not included in the quotation will be chargeable.

11. DELIVERY

Any date or period of time stated in the quotation shall be calculated from the date of receipt by the Seller of firm written order instructions or approval of a sample, whichever is the later from the Buyer provided that such instructions include the full information required by the Seller and will be confirmed with an acknowledged date at Sales Order Acknowledgement. Delivery dates are provided as a general guide and are estimates only and the Buyer therefore shall be bound to accept the goods ordered whether available before or after the date stated in the quotation or any other correspondence. The Seller shall not be liable for any loss or damage arising directly or indirectly through failure to deliver by the date or within the period stated and no such failure on the part of the Seller shall constitute a breach of the contract. Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. The Seller will apply a storage charge of 8% of value held per calendar month or part thereof where the Buyer delays delivery or causes a delay in delivery beyond the acknowledgement date.

12. RESERVATION OF TITLE

Until such times as payment has been made in full, and received by the Seller, and the Buyer has paid in full for any other goods owing to the Seller, all goods shall remain the property of the Seller, and the Customer shall hold the goods as Bailee for the Seller and ensure that the goods are readily identifiable as the Seller's property. The Buyer's right to retain the goods shall cease upon the issue against the Buyer of a bankruptcy order, or any other voluntary, or otherwise agreement is entered into with the Customers' creditors, of any kind, including appointment of a Receiver or Liquidator, (compulsory or voluntary,) Under such or similar circumstances, the Seller shall have (without prejudice to its other rights and remedies, including the right to sue for the price of the goods,) the right to terminate the Buyer's right to sell the goods, and recover or recall, any or all of its goods in the Buyer's possession, or under its control, and the Seller is hereby irrevocably authorised to enter upon the Buyer's premises to recover the goods. Such right to terminate the Buyer's right to sell the goods shall not be unreasonably retained, if, by agreement, the Buyer can sell the goods in the ordinary course of its business but hold the proceeds of such sale as trustees for the Seller. Where Goods have been resold, the Seller may trace and claim either the goods or the proceeds of sale. Where Goods become incorporated into other products, the Seller's title extends to the resultant product until payment is received.

13. INDEMNITY

The Buyer shall indemnify the Seller against all damages, penalties, costs and or expenses arising from any infringement of any patent or registered design or any claim in respect of an alleged infringement aforesaid involved in the carrying out of work in accordance with the Buyer's orders, pattern or specification. The Buyer shall also indemnify the Seller in the same way against all claims etc. aforesaid, arising as a result of any other circumstance beyond the Seller's reasonable control with the exception of force majeure. The Buyer shall also indemnify the Seller against all losses arising from inaccuracies, omissions, or defects in Buyer-supplied specifications.

14. BANKRUPTCY OR DEFAULT IN PAYMENT

If the Buyer shall make default in or commit any breach of their obligations to the Seller or if any distress or execution shall be levied upon the Buyer their property or assets or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of Bankruptcy, or if any petition or Receiving Order in Bankruptcy shall be presented or made against them, or if the Buyer shall be a limited Company, and any Resolution of Petition to Wind Up such Company's business shall be passed or presented, or if a Receiver of such Company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted by them to the Buyers last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Seller might otherwise make or exercise. Should default be made by the Buyer in paying any sum due under any Contracts as and when it becomes due the Seller shall have the right either to suspend all further deliveries until the default be made good or to cancel the Contract so far as any further goods remain to be delivered. In the event of the above or in the event of the Seller being unpaid in full, Title to all Buyer's Tooling will pass to the Seller. Late payments accrue statutory interest (8% + Bank of England base rate) and reasonable recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act.

15. DRAWING REVISIONS

Where drawings are revised it shall be the sole responsibility of the Buyer to issue new drawings and nominate any revision designation on the order or other documentation as appropriate. All revisions must be clearly detailed in the form of a list properly detailing such revisions on new drawings. The Seller undertakes to make reasonable checks but accepts no responsibility for omissions of revisions which have not been properly detailed as described in this paragraph. In the event of an Engineering, Issue or Revision change which renders the existing parts obsolete the Buyer will be liable for the full amount of order value outstanding plus an administration charge of 5% of total order value.

16. QUANTITY TOLERANCE

The Seller reserves the right, unless otherwise agreed in writing, to over-deliver or under-deliver castings to the extent of 5% of the quantity ordered, as a result of difficulty in producing exact batches, predominantly when multiple tooling is involved. In such cases the Buyer shall pay for the actual quantity delivered, at the same unit prices as the order.

17. TERMS

All prices are nett and are subject to the addition of Value Added Tax at the appropriate rate.

Terms of Settlement are:

- a. Castings: strictly nett cash payable by end of the month following date of invoice.
- b. Patterns and Dies: strictly nett cash payable when a sample has been approved, subject to the approval taking no longer than end of month following date of invoice, after which payment is due immediately.
- c. In the event of the cancellation of any order by the Buyer an administration charge of 5% of total order value will be applied and become due immediately. In the event of order cancellation after production has commenced but more than 45 days from acknowledged delivery date then the Buyer will also be fully liable for any costs incurred by the Seller including labour, materials, scrap and downtime since the commencement of the order to the date of cancellation. In the event of order cancellation within 45 days of acknowledged delivery date the Buyer will also be liable for the full amount of order value outstanding.
- d. The Seller reserves the right to suspend further work where payments are overdue.

18. SUBCONTRACTING

The Seller reserves the right to subcontract all or any part of the work to be performed under the terms of the agreement incorporating these conditions. Wherever practical, the Buyer's agreement to any particular subcontract process will be sought, and in any event, only Bona Fide Subcontractors, approved by the Seller through due process will be used. The Seller remains responsible for the quality of subcontracted work.

19. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations where such failure results from events beyond its reasonable control including, without limitation, fire, flood, epidemic, pandemic, war, riot, industrial action, raw material shortages, energy supply interruption, or failure of subcontractors due to such events. Where a force majeure event continues for more than 60 days, either party may terminate the affected portion of the Contract.

20. DATA PROTECTION

The Seller will process personal data relating to the Buyer strictly in accordance with UK GDPR and only for the purposes of fulfilling the Contract. The Buyer warrants that any personal data



provided to the Seller has been lawfully obtained and may be lawfully shared for the purposes of the Contract.

21. NOTICES

Any notice to be given by the Parties hereto shall be in writing, and shall be deemed to have been duly served, if sent by first class registered post to the Parties last known business address, upon whom, it is being served, and such notice shall be deemed to have been received two days after posting, for UK addresses, and deemed to have been received ten days after posting for any address outside the UK. Notices from the Buyer may also be provided by email to the address stated in the most recent Order/Contract.

22. GOVERNING LAW

These Terms and conditions and any agreement, arising from and/or incorporating them, shall be subject to, and construed in accordance with, English Law, and both parties agree to the exclusive jurisdiction of English Courts. At the Seller's option, the parties shall first attempt to resolve any dispute through negotiation or mediation prior to litigation. If any provision (or part of a provision) of these Conditions is held to be invalid, unlawful, or unenforceable, it shall, to the extent required, be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected. Where reasonably possible, the parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, as closely as possible, the same commercial effect.

All purchasers of Goods or Services should take particular note that any orders, verbal, written, or howsoever placed with Hadleigh Castings Ltd are strictly subject to our current terms and conditions of sale, full details of the latest revision can be viewed on our website

www.hadleighcastings.com