

Purchase Order Terms and Conditions ("Conditions")

1. Interpretation

1.1 Definitions

Contract: the agreement between the Buyer and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order.

Delivery Date: means the date on which the Goods requested to be delivered to the Buyer, as specified in the Purchase Order.

Goods: any such tangible or intangible items/services to be supplied to the Buyer by the Supplier, as set out in the Purchase Order and to be supplied pursuant to the Contract;

Price: the price of the Goods as specified in the Purchase Order;

Buyer: Longvale Limited (CRN 02083734)

Purchase Order: the document setting out the Buyer's requirements for the supply of Goods including any Specification;

Specification: the detailed requirements for the supply (including where applicable the manufacture) of the Goods as set or referred to in the Purchase Order;

Supplier: the person, firm or company who will provide the Goods as set out in the Purchase Order.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase Order Contract

These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing between the parties or otherwise.

2.2 The Purchase Order constitutes an offer by the Buyer to purchase the Goods in accordance with the Contract. The Supplier is responsible for ensuring that the terms of the Purchase Order and any applicable Specification submitted by the Buyer are complete and accurate.

2.3 The Purchase Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Purchase Order, at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.5 The Buyer shall be entitled to rely upon any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures and they form part of the Contract.

2.6 Any quotation for the supply of Goods shall be valid and capable for acceptance by the Buyer within 60 days from the date of the quotation.

3. Goods

3.1 The Goods supplied under the Contract shall conform in all respects to the quality, description, and specifications as set out in the Specification.

3.2 To the extent that the Goods are manufactured or modified based on specifications provided by the Buyer, the Buyer warrants that the Goods will not infringe upon any third-party intellectual property rights. If any such infringement claims arise, the Buyer agrees to indemnify and hold the Supplier harmless against any losses, damages, liabilities, or expenses (including legal costs) resulting from such claims.

3.3 The Supplier reserves the right to make reasonable changes to the specifications of the Goods, provided that such changes do not affect the performance, functionality, or quality of the Goods. The Supplier must notify the Buyer in writing of any such revisions before any action be taken. Any changes that materially affect the Goods must be approved by the Buyer before implementation.

3.4 The Supplier shall ensure that all required certifications, labelling, and documentation for compliance with any laws or other statutory regulations, set in the Specification or in the Purchase Order, are provided to the Buyer upon delivery of the Goods.

4. Delivery

4.1 The Supplier shall deliver the Goods to the location, on the delivery date and in accordance with the delivery terms and requirements as specified or set out in the Purchase Order. Time is of the essence in the delivery of the Goods.

4.2 The Supplier shall be responsible for all costs associated with the delivery of the Goods, including shipping, handling, packaging, and insurance, unless otherwise agreed in writing by the Buyer. The Supplier shall also be responsible for and bear the costs of unloading of the Goods at the delivery location.

4.3 The Supplier shall notify the Buyer of any potential delay in delivery of the Goods as soon as it becomes aware of the delay, providing the Buyer with an updated delivery schedule. The Buyer shall decide whether or not to accept the revised delivery date. The Buyer reserves the right to cancel the Contract or refuse delivery if the Goods are not delivered within the time-frame (as set out in clause 4.1 or any revised delivery date agreed between the Buyer and the Seller), without any liability to the Supplier.

4.4 If the Supplier delivers the Goods earlier than the agreed delivery date, the Buyer may, at its discretion, either accept early delivery or require the Goods to be stored at the Supplier's expense until the specified or any revised delivery date.

4.5 Delivery of the Goods shall be deemed complete once the Goods have been received, unloaded, and accepted by the Buyer at the specified delivery location. The Buyer will provide written confirmation of receipt of the Goods upon inspection, provided they conform to the Specification

4.6 The Supplier shall comply with all applicable laws, regulations, and safety standards relating to the transportation and delivery of the Goods, including any import/export requirements, where applicable.

5. Pricing and Payment

5.1 The price of the Goods is as stated in the Purchase Order and includes all applicable taxes, duties, shipping, handling, packaging, and any other costs associated with the delivery of the Goods, unless otherwise specified in the Purchase Order or otherwise agreed between the parties in writing.

5.2 The Supplier shall issue an invoice to the Accounts Team of the Buyer (accounts@longvale.co.uk) upon delivery of the Goods or completion of the delivery of any services, unless otherwise agreed between the parties. The invoice must reference any purchase order number specify the Goods and/or services provided, and include any other necessary documentation or details required by the Buyer. Any invoices sent to any other email address could result in delays of payment, and the Buyer shall not be held liable for these instance(s).

5.3 Payment terms are as specified in the Purchase Order. If no payment terms are specified, payment will be due within thirty (30) days from the end of the month, following the month in which the Goods are received by the Buyer. Where the Goods comprise the delivery of Services payment terms will be the end of the month following the month in which the delivery of services was completed.

5.4 The Buyer reserves the right to withhold payment or make deductions from any invoice if it is of the opinion the Goods services supplied or provided are defective, do not comply with the Specification are non-conforming, or have not been delivered in accordance with any of the terms of the Purchase Order. The Buyer may also withhold payment until any claims or disputes concerning the Goods or services are resolved.

5.5 If the Buyer disputes an invoice, the Buyer shall notify the Supplier of the dispute within a reasonable time period following receipt of the invoice. Both parties shall promptly work together to resolve any discrepancies. The Buyer shall not be obligated to pay the disputed portion of the invoice until the issue has been resolved.

5.6 In the event of a failure by the Supplier to comply with the payment terms or any breach of contract, the Buyer may, at its discretion, terminate the PO and/or seek damages.

5.7 The Buyer may, at any time, set off any amounts owed to the Supplier under the PO against any amounts owed by the Supplier to the Buyer under this or any other agreement.

6. Inspection, Acceptance, and Rejection

6.1 Completion of delivery of the Goods shall be deemed to have taken place as follows:

6.1.1 where Goods delivered are physical goods upon completion of the unloading of the Goods at the delivery location; or

6.1.2 where the Goods comprise services to be provided upon completion of the delivery of the services.

- where the Goods comprise physical Goods upon completion of delivery the Buyer shall have the right to inspect the Goods at the delivery location or at any other location the Buyer deems appropriate. The Buyer may reject any Goods that it believes do not conform to the Specification.

6.2 For the avoidance of doubt the Buyer's inspection of the Goods shall not be deemed to be an acceptance of the Goods. The Buyer's failure to inspect or reject the Goods at the time of delivery does not waive the Buyer's right to inspect and reject the Goods within a reasonable time thereafter.

6.3 If the Goods do not conform to the Specification, the Buyer may reject the Goods, in whole or in part, by providing written notice to the Supplier within a reasonable time after delivery. The Supplier shall be responsible for all costs associated with the return, replacement, or repair of the rejected Goods, including shipping and handling costs. The Buyer may also, at its discretion, request a full refund for the non-conforming Goods.

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- 6.5** If any Goods are rejected, the Buyer reserves the right to:
- request the Supplier to replace the rejected Goods with Goods that meet the Specifications at no additional cost to the Buyer.
 - accept the Goods at a reduced price, reflecting the deficiency; or
 - cancel the Contract.

- 6.6** The Buyer's rejection of the Goods does not in any way limit its right to pursue any other remedies available to it.

7. Warranties

7.1 The Supplier warrants that the Goods supplied shall:

- be free from defects in material and workmanship;
- conform to the Specifications and any agreed amendments;
- be fit for the purpose intended, by the Buyer; and
- be of merchantable quality and free from any encumbrances, liens, or claims of third parties.

- 7.2** The Supplier further warrants that the Goods will, at the time of delivery, comply with all applicable laws, regulations, and safety standards, including but not limited to environmental, health, and safety requirements.

- 7.3** In addition to the warranties above, the Supplier shall provide any additional warranties or guarantees that are set out in the Specification or as otherwise agreed to by the parties in writing.

- 7.4** The Supplier's warranties shall remain in effect for a period of 6 Months from the date of delivery of the Goods, or as specified in the Specification whichever is longer. If the Goods fail to meet the warranty standards during this period, the Supplier shall, at its own expense, repair, replace, or, at the Buyer's option, refund the price of the non-conforming Goods.

- 7.5** If any defect or non-conformance arises within the warranty period, the Buyer shall promptly notify the Supplier in writing, specifying the nature of the defect or non-conformance. The Supplier shall, at its expense, remedy the defect or replace the Goods within a reasonable time after receiving such notice from the Buyer.

- 7.6** The Supplier agrees to bear all costs associated with the repair, replacement, or return of the defective or non-conforming Goods, including transportation and handling costs.

- 7.7** The Buyer's acceptance of the Goods and/or payment for the Goods shall not be deemed a waiver of any warranties, nor shall it affect the Buyer's right to seek remedies under these warranties or other non-compliance with the Specification.

- 7.8** In the event the Supplier fails to provide warranty coverage or remedy the defect as specified, the Buyer may, at its discretion, repair or replace the Goods at the Supplier's cost or seek a refund for the non-conforming Goods.

8. Title and Risk

- 8.1** The risk in the Goods shall pass to the Buyer completion of delivery.

- 8.2** Title to the Goods shall pass to the Buyer acceptance by the Buyer of the Goods.

9 Confidentiality

- 9.1** The Supplier agrees to keep confidential and not disclose to any third party, without the prior written consent of the Buyer, any information, data, designs, specifications, drawings, business operations, trade secrets, or other proprietary or confidential information disclosed by the Buyer in connection with the Purchase Order ("Confidential Information").

- 9.2** The Supplier shall use the Confidential Information solely for the purpose of fulfilling its obligations under the Contract and shall take all reasonable measures to protect the confidentiality of the Confidential Information, including implementing at least the same degree of care that the Supplier uses to protect its own confidential information, but in no event less than reasonable care.

- 9.3** The obligations of confidentiality shall not apply to any information that:

9.3.1 is already in the public domain at the time of disclosure or subsequently enters the public domain without breach of this confidentiality obligation.

9.3.2 was lawfully known to the Supplier prior to disclosure by the Buyer, as evidenced by written records.

9.3.3 is disclosed to the Supplier by a third party who did not acquire or disclose the information in violation of any confidentiality obligation.

9.3.4 is required to be disclosed by law or by a court order, government agency, or regulatory authority, provided that the Supplier promptly notifies the Buyer of such requirement and cooperates with the Buyer to limit the scope of the disclosure.

- 9.4** The Supplier shall limit access to the Confidential Information to those employees, agents, or subcontractors who have a legitimate need to know in order to fulfil the obligations under the Contract, and who are bound by confidentiality obligations no less stringent than those set forth herein.

- 9.5** Upon completion or termination of the Contract or upon the Buyer's written request, the Supplier shall immediately return or destroy all Confidential Information in its possession, including any copies, notes, or documents containing such information, and certify in writing that it has done so should the Buyer so require.

- 9.6** The Supplier's obligations of confidentiality shall remain in effect for a period of 5 years after the termination or completion of the Contract, unless otherwise agreed in writing by the Buyer.

- 9.7** The Buyer may disclose the Supplier's Confidential Information to its affiliates, officers, employees, or legal and financial advisors, provided such parties are bound by confidentiality obligations and are provided with only the information necessary for the performance of their duties.

10. Governing Law

10.1 The Contract and any disputes, claims, or legal proceedings arising out of or in connection with it be governed by, and construed in accordance with, the laws of England and Wales, without regard to its conflict of laws principles.

10.2 The parties agree that the courts of England shall have exclusive jurisdiction to resolve any disputes, claims, or legal proceedings arising out of or in connection with the Contract. The Supplier irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to proceedings being brought in those courts, whether on the grounds of venue or otherwise.

11. Amendments

- 11.1** No amendment, modification, or variation to these Conditions shall be valid unless it is made in writing and signed by duly authorised representatives of both parties. Any attempt to amend or modify these Conditions by any other means, including oral agreements or informal correspondence, shall be void and ineffective.

12 Force Majeure

- 12.1** Neither party shall be liable for any delay or failure to perform its obligations under the Contract if such delay or failure is caused by events or circumstances beyond its reasonable control, including but not limited to:

- Natural disasters (e.g., floods, earthquakes, storms, fires, pandemics)
- War, terrorism, civil unrest, strikes, or other labor disputes
- Government action, laws, or regulations, including export/import restrictions
- Acts of God
- Failure or interruption of utilities, supply chains, or transportation (collectively, "Force Majeure Event")

- 12.2** The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such an event, specifying the nature of the event, the expected duration of the delay, and the steps being taken to mitigate the impact of the event.

- 12.3** The affected party shall take all reasonable measures to minimise the delay and resume performance of its obligations under the Contract as soon as reasonably possible after the cessation of the Force Majeure Event.

- 12.4** If the Force Majeure Event continues for a period of 60 days or more or more, either party may terminate the PO by providing written notice to the other party. In such case, neither party shall be liable to the other for any damages, except for obligations arising prior to the Force Majeure Event.

- 12.5** Notwithstanding the above, the Buyer may, at its sole discretion, cancel the Contract or any part of it without incurring liability if a Force Majeure Event causes a significant delay in the Supplier's performance that negatively impacts the Buyer's operations.

- 12.6** The party affected by the Force Majeure Event shall be entitled to a reasonable extension of time for performance, but no other remedy shall be available to the affected party unless expressly agreed in writing by both parties.

13. Severability

- 13.1** If any provision of these Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction or any other authority, the validity, legality, and enforceability of the remaining provisions of these Conditions shall not be affected or impaired in any way.

- 13.2** In the event that any provision of these Conditions is found to be invalid or unenforceable, the parties agree to negotiate in good faith to substitute such provision with a valid and enforceable provision that most closely reflects the original intent of the parties.

- 13.3** The invalidity or unenforceability of a specific provision shall not affect the enforceability of any other provision of these Conditions, and they shall remain in full force and effect with such modifications as necessary to give effect to the intent of the parties.

14. Assignment

- 14.1** The Buyer shall assign, transfer, or delegate any of its rights, duties, or obligations under the Contracts. The Supplier shall not have such entitlement.

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14.2 The Supplier may not subcontract or delegate its performance of any part of the Contract to any third party without the prior written consent of the Buyer. In the event of such consent being provided the Supplier shall remain fully responsible to the Buyer for the performance of such obligations as carried out by any third party.

14.3 Any assignment or delegation made in violation of this clause shall be deemed null and void.

15. Termination

15.1 Termination for Convenience

The Buyer may, at any time and without cause, terminate the Contract in whole or in part by providing written notice to the Supplier at any point. In the event of such termination the Buyer shall pay the Supplier for any Goods delivered and/or services provided and accepted up to the date of the notice of termination, including any reasonable costs incurred as a result of the termination. The Supplier shall not be entitled to any further payments beyond such payment, including any loss of profit.

15.2 Termination for Cause

Either party may terminate the Contract immediately by providing written notice to the other party if:

15.2.1 The other party breaches any material term of these Conditions and fails to cure such breach within 60 days after receiving written notice of the breach;

15.2.2 The other party becomes insolvent, files for bankruptcy, or has a receiver or trustee appointed over its assets.

15.2.3 A Force Majeure Event prevents the performance of the PO for a period exceeding 60 days.

15.3 Effect of Termination

Upon termination of the Contract pursuant to clause 15.2, the Supplier shall:

- immediately cease all work under the Contract;
- deliver to the Buyer all Goods, materials, and documentation related to the Contract that are in progress or completed, and which are the Buyer's property.
- Refund any payments received for Goods not delivered or services not performed.
- In the case of termination for cause by the Buyer, the Supplier shall be liable for any damages incurred by the Buyer as a result of the termination, including but not limited to any costs associated with procuring substitute Goods or services.

15.4 Survival of Terms

The termination of this PO shall not affect any rights or obligations of the parties that have accrued prior to the effective date of termination. Clauses which by their nature should survive termination, including but not limited to Confidentiality, Indemnity, Warranties, Governing Law, and Dispute Resolution, shall remain in full force and effect after termination.