

Valley Systems Limited – Trading as Magnetic Solutions

Terms and Conditions of Purchase (Goods Only)

1. Definitions and Interpretation

- **Buyer** – Valley Systems Limited (Company No. 01855009), having its registered office at Unit B1 Davies Way, Knaves Beech Business Centre, Loudwater, High Wycombe, Buckinghamshire, HP10 9QR.
- **Supplier** – The person or entity supplying Goods to the Buyer under the Contract.
- **Goods** – The tangible products, materials, or articles (excluding services) that the Buyer purchases from the Supplier, including any components, parts, or instalments of the goods.
- **Order** – A purchase order or other written instruction issued by the Buyer for the purchase of specified Goods.
- **Contract** – The agreement between the Buyer and Supplier consisting of the Order, these Terms and any documents expressly incorporated by reference. No other terms (including any terms on the Supplier’s quotes, acceptances, or invoices) shall apply.
- **Incoterms** – The international commercial terms published by the International Chamber of Commerce, latest edition (if referenced in the Order).

Interpretation: In this document, “**including**” means “including without limitation.” Clause headings are for convenience and shall not affect interpretation. References to statutes or laws include their amendments and updated versions. If any Contract provision is held invalid or unenforceable, it shall be severed to the minimum extent necessary, and the remainder of the Contract will remain valid and enforceable. Variations to the Contract must be in writing and signed by authorized representatives of both parties.

2. Formation of Contract

1. **Offer and Acceptance:** Each Order placed by the Buyer is an offer to buy the Goods on these Terms. A Contract is formed when the Supplier accepts the Order explicitly in writing or by any conduct indicating acceptance (such as commencing performance or delivering the Goods). Acceptance of an Order shall be deemed acceptance of these Terms exclusively, regardless of any different or additional terms the Supplier may propose.
2. **Entire Agreement:** The Contract constitutes the entire agreement between Buyer and Supplier for that Order. The Buyer shall not be bound by any Supplier terms, and any such terms (whether in quotations, order acknowledgments, or delivery notes) are hereby rejected and shall have no effect.
3. **No Cancellation without Consent:** Once formed, the Supplier may not cancel or vary the Order without the Buyer’s prior written consent. The Buyer may require any agreed variations to be confirmed in writing.



3. Price and Payment Terms

1. **Price:** The price of the Goods shall be as stated in the Order and is a firm, fixed price unless otherwise agreed in writing. The price is **inclusive** of all charges for packaging, packing, shipping, insurance, and delivery **DAP (Delivered At Place)** to the Buyer's named destination, except value added tax (VAT). VAT (or any sales tax) shall be payable by the Buyer if applicable, subject to receipt of a valid tax invoice. No increase in price or extra charges shall be made without the Buyer's written agreement.
2. **Payment Terms:** Unless otherwise stated in the Order, the Buyer shall pay for Goods within **60 days** after the end of the month of receipt of a correct invoice **and** delivery of the Goods, whichever is later. Payment shall be made in GBP (British Pound Sterling) to the Supplier's nominated bank account. Payment of an invoice shall not constitute acceptance of Goods and is without prejudice to any rights or remedies of the Buyer.
3. **Invoice Requirements:** The Supplier shall send an itemised invoice for each Order (or each delivery if multiple deliveries are agreed) quoting the relevant Order number and detailing the Goods delivered. The Buyer may reject any invoice that lacks necessary reference information or is issued prior to delivery. The Buyer's 60-day payment period will count from the later of receipt of a valid invoice or the delivery date of the Goods.
4. **Set Off:** The Buyer may **withhold or set off** any amounts due to the Supplier against any sums the Supplier owes to the Buyer under this or any other contract. The Supplier shall not suspend or delay delivery of Goods if there is a payment dispute or if any amounts are outstanding.
5. **Late Payment:** If the Buyer fails to make any payment by the due date, the Supplier may charge interest on the overdue amount at a rate of up to **3% per annum** above the Bank of England's base rate (accruing daily from the due date until payment). The parties agree that this interest rate is a substantial remedy for late payment, as defined by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended). The Supplier must notify the Buyer of any such interest claim. The Supplier's right to charge interest is the sole remedy for late payment, and the Supplier shall not be entitled to suspend deliveries due to late payment.

4. Delivery and Acceptance

1. **Delivery Time is of the Essence:** The Supplier shall deliver the Goods on the date(s) and to the location specified in the Order, during the Buyer's usual business hours, unless otherwise agreed. **Time is of the essence** for delivery of the Goods. The Supplier shall immediately notify the Buyer in writing if it anticipates any delay in delivery, giving reasons and the expected new delivery date. Partial or early deliveries are not permitted without the Buyer's prior written consent.
2. **Packaging and Documentation:** The Supplier shall properly pack and secure the Goods to prevent damage in transit and shall label each package with the Order number, contents, and any special handling instructions. A delivery note must accompany each shipment, reference the Order number and detailing the Goods delivered. The Buyer may refuse delivery if packaging is inadequate or if the delivery note is missing essential information.
3. **Risk of Loss:** The Goods shall remain at the Supplier's risk until delivered to *and accepted* by the Buyer at the specified delivery location. The Supplier is responsible for transportation and insurance of the Goods until risk passes. If the Goods are damaged or lost in transit prior to acceptance, the Supplier shall promptly replace them at its cost.
4. **Title:** Title to (ownership of) the Goods passes to the Buyer on the **earlier** of (a) delivery of the Goods to the Buyer (with acceptance as per clause 4.6), or (b) the Buyer's payment for those Goods. The Supplier warrants that full, clear title to the Goods will pass to the Buyer free of any liens, charges, or encumbrances. The Supplier shall not retain any title or security interest in Goods once delivered and shall not impose any retention-of-title conditions.



5. **Delay and Failure:** If the Supplier fails to deliver the Goods on the agreed date, the Buyer may (without prejudice to its other rights) do any of the following: (i) terminate the Order in whole or in part **with immediate effect** and obtain a refund for any prepaid amounts; (ii) refuse any late delivery and/or return any Goods delivered beyond the specified date at the Supplier's risk and expense; (iii) recover from the Supplier any costs reasonably incurred by the Buyer in sourcing substitute goods from an alternate supplier; and/or (iv) claim damages for any other losses caused by the Supplier's delay. The Buyer may also **reject** any quantity of Goods delivered that is less or more than the quantity ordered, and any such rejection shall be at the Supplier's cost (excess quantities may be returned or, at Buyer's option, accepted at pro-rata pricing).
6. **Acceptance and Inspection:** Delivery of the Goods is not acceptance. The Buyer shall have a reasonable period *after* actual delivery to examine and test the Goods before notifying acceptance. If any Goods do not conform to the Contract (including any defects or non-compliance with specifications), the Buyer may reject them by notifying the Supplier. The Buyer reserves the right to inspect the Goods at the Supplier's premises or upon delivery, and to conduct any reasonable tests. Signature of a delivery note or receipt by Buyer's staff **does not** constitute final acceptance of the Goods.
7. **Rejection of Non-Conforming Goods:** If the Buyer rejects any Goods as damaged, defective, or non-compliant with the Contract, the Supplier shall, at the Buyer's option and at the Supplier's cost: **(a)** promptly repair or replace the Goods to the Buyer's satisfaction, or **(b)** refund the full price paid for the Goods (if any) within 14 days of rejection. Rejected Goods shall be collected by the Supplier from the Buyer's site (or, at the Buyer's option, returned by the Buyer) at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable time, the Buyer may dispose of them and charge the Supplier any associated costs (after crediting any sale proceeds to the Supplier, if applicable).
8. **No Waiver by Acceptance:** Any acceptance of Goods (or failure to reject within a certain time) shall not limit the Buyer's rights if a latent defect is later discovered. If defects are found after acceptance, the Buyer retains the right to require remedy or to exercise any other remedies for breach of warranty. Payment for Goods prior to inspection or testing shall not constitute a waiver of the Buyer's right to reject the Goods if problems are discovered later.

5. Risk and Title

(See clause 4.3 and 4.4 above for Risk and Title transfer provisions.) For clarity, risk in the Goods passes to the Buyer only upon delivery **and formal acceptance** of the Goods by the Buyer's authorised representative at the specified destination. Title to the Goods passes to the Buyer upon the earlier of delivery (with acceptance) or payment, and the Supplier confirms that no retention of title or other security interest is retained in the Goods after that point. The Supplier shall ensure that any Goods for which payment has been made but delivery is pending are clearly identified and stored separately as the Buyer's property. The Supplier has no right to resell or divert such Goods.

6. Warranties and Quality Standards

1. **Conformity and Quality:** The Supplier warrants that all Goods supplied under the Contract shall:
 - **Correspond to Requirements:** Conform in all respects to the quantity, quality, description, **specifications**, drawings, standards, samples or other requirements stated or referred to in the Order or provided by the Buyer.
 - **Satisfactory Quality:** Be of **satisfactory quality** within the meaning of the Sale of Goods Act 1979 (as amended) – i.e. free from defects and meeting the standard that a reasonable person would regard as satisfactory – and be fit for any purposes for which such goods are commonly supplied.



- **Fitness for Purpose:** Be fit for any particular purpose expressly or impliedly made known to the Supplier by the Buyer, and the Buyer is relying on the Supplier's skill and judgment in this regard.
 - **Free from Defects:** Be new, genuine, of sound design, and free from defects in design, material, and workmanship. The Goods shall remain free of such defects for at least **24 months** from the date of delivery and acceptance (or any longer guarantee period offered by the Supplier or stipulated in the Order).
 - **Free of Third-Party Rights:** Be free and clear of all liens, charges, or encumbrances, and the Supplier has good title to sell them as required by law. The Goods shall not infringe any third party's Intellectual Property Rights (see Clause 9).
 - **Regulatory Compliance:** Comply with all applicable statutory and regulatory requirements regarding the manufacture, labelling, packaging, safety, storage, handling and delivery of the Goods. This includes compliance with any relevant UK and international standards, environmental and health and safety regulations (for example, UK safety standards, RoHS, REACH, and similar where applicable).
2. **Anti-Counterfeit:** The Supplier warrants that the Goods are authentic and not counterfeit. If the Goods (or any parts) are found to be counterfeit or not meeting the required specifications, the Supplier shall be in material breach of the Contract.
 3. **Quality Systems:** The Supplier shall maintain quality assurance and testing procedures to ensure the Goods meet the required standards. The Buyer (or its authorised representatives) reserves the right to audit the Supplier's manufacturing and quality processes or inspect/test the Goods at the Supplier's premises upon reasonable notice to verify conformity.
 4. **Remedies for Breach of Warranty:** If any Goods fail to meet the above warranties or otherwise do not conform to the Contract, then without prejudice to the Buyer's other rights, the Buyer may exercise one or more of the following remedies at its sole discretion (at any time within the warranty period): **(a)** reject the Goods (in whole or in part) and require a full refund or credit for any amounts paid; **(b)** require the Supplier to repair the Goods or supply replacement goods that conform to the Contract, promptly and at the Supplier's own cost; **(c)** carry out (or have a third party carry out) necessary remedial work and charge the Supplier for all associated costs; and/or **(d)** claim damages for any costs, expenses or losses resulting from the Supplier's breach. Any repaired or replacement goods shall be warranted on the same terms as above, from the date of delivery of the repair or replacement, or for the remainder of the original warranty period, whichever is longer.
 5. **Survival of Warranties:** The warranties set out in this clause are **in addition** to any warranties or guarantees implied by law or otherwise provided by the Supplier. These warranties shall survive any inspection, delivery, acceptance, or payment for the Goods by the Buyer, and shall extend to any successor or assignee of the Buyer or end-user of the Goods. The Supplier shall assign to the Buyer the benefit of any manufacturer's warranty or guarantee applicable to the Goods that is longer than the period specified in this Contract.

7. Compliance with Laws and Ethical Standards

1. **General Compliance:** The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to the manufacture, sale, delivery and use of the Goods, and to its business operations in performing the Contract. This includes (but is not limited to) compliance with all export/import controls, trade sanctions, environmental laws, health and safety regulations, employment laws, and data protection laws that apply to the Supplier's performance.
2. **Bribery and Anti-Corruption:** The Supplier shall (and shall ensure that its directors, officers, employees, agents and subcontractors shall) comply with all applicable anti-bribery and anti-corruption laws, including the UK **Bribery Act 2010**, and any similar laws of relevant

jurisdictions. The Supplier represents and warrants that it has not, and will not, engage in any activity, practice or conduct which would constitute an offense under the Bribery Act 2010 (including but not limited to the offering, giving, or receiving of any bribe, kickback, or improper payment). The Supplier shall have in place and enforce its own adequate policies and procedures to ensure compliance with such laws. Any breach of this sub-clause shall be deemed a material breach of the Contract, allowing the Buyer to terminate immediately.

3. **Modern Slavery:** The Supplier warrants that it complies with the **Modern Slavery Act 2015** and all other laws regarding anti-slavery and human trafficking. The Supplier must not engage in any Modern Slavery Practices (which include slavery, forced or compulsory labour, human trafficking, child labour, or any other exploitation) in any part of its supply chain. If the Supplier is required by law to produce a Modern Slavery Transparency Statement (for instance, if its turnover meets the threshold in section 54 of the Modern Slavery Act 2015), it shall provide a copy of such statement to the Buyer upon request. The Supplier shall implement due diligence procedures for its own suppliers and subcontractors to ensure there is no slavery or human trafficking in its supply chain. **Any breach of anti-slavery obligations is a serious material breach**, and the Buyer reserves the right to terminate the Contract with immediate effect if the Supplier or its associates are found to be involved in Modern Slavery Practices.
4. **Sustainability and Environmental Standards:** The Supplier shall comply with all applicable environmental laws and regulations and undertake reasonable measures to minimize the environmental impact of its operations and the Goods. The Supplier shall ensure the Goods (and their packaging) meet relevant environmental standards (for example, proper handling of hazardous substances, compliance with Waste Electrical and Electronic Equipment Regulations for disposal, etc.). The Supplier is encouraged to adhere to sustainable business practices, including reducing waste, improving energy efficiency, and sourcing materials responsibly. Upon request, the Supplier will provide information on the environmental attributes or lifecycle impacts of the Goods (such as recyclability or energy efficiency).
5. **Health and Safety:** The Supplier shall ensure that all Goods are designed and manufactured to be safe and without risk to health when properly used. The Supplier must comply with all applicable health and safety laws and regulations in the manufacture and supply of the Goods and provide all information about any inherent hazards in the Goods (for example, material safety data sheets). Any of the Supplier's personnel visiting the Buyer's site must comply with the Buyer's site safety rules.
6. **Trade Compliance:** If applicable, the Supplier shall obtain and be responsible for any necessary export licenses, import clearances, or permits required under applicable trade laws for the delivery of the Goods. The Supplier confirms that neither it nor any of its directors or officers is listed on any denied parties or sanctions list applicable to UK trade.
7. **Records and Audit:** The Supplier shall maintain all records necessary to demonstrate its compliance with the provisions of this Clause 7. The Buyer (or its designated auditor) has the right to audit the Supplier's relevant records, on reasonable notice, to verify compliance. The Supplier agrees to promptly provide information or certifications requested by the Buyer to confirm compliance with the foregoing obligations.
8. **Remedies for Non-Compliance:** In the event the Supplier breaches any part of this Clause 7 or the Buyer reasonably suspects such a breach: (i) the Supplier shall notify the Buyer as soon as it becomes aware of the issue, and promptly take all necessary actions to remedy it; and (ii) the Buyer may, without prejudice to its other rights, suspend performance of the Contract or terminate the Contract with immediate effect by written notice to the Supplier. The Supplier shall indemnify the Buyer for any losses, damages or fines incurred by the Buyer as a result of the Supplier's non-compliance with this Clause 7.

8. Intellectual Property and Confidentiality

1. **Buyer's Materials & IP:** All specifications, drawings, designs, data, software, tools, know-how, and other materials or information provided by the Buyer to the Supplier (collectively, "Buyer Materials") are and shall remain the exclusive property of the Buyer. The Supplier is



licensed to use Buyer Materials **only** for the purpose of fulfilling the Buyer's Orders. The Supplier shall not use, copy, or disclose Buyer Materials for any other purpose without the Buyer's prior written consent. Buyer Materials (and all copies) must be returned to the Buyer or destroyed at the Buyer's request upon completion of the Contract or earlier termination. The Supplier bears the risk of loss or damage to any Buyer Materials in its possession or control.

2. **Intellectual Property Ownership:** Each party retains ownership of any Intellectual Property Rights (patents, designs, copyrights, trademarks, etc.) owned by it prior to the Contract. However, if the Supplier, as part of designing or manufacturing the Goods specifically for the Buyer, creates any new Intellectual Property (such as custom designs, drawings, or inventions), the Supplier hereby agrees that such Intellectual Property and all related rights shall vest in the Buyer upon creation. The Supplier will execute any documents reasonably required to give effect to this ownership transfer or to license such rights to the Buyer. If full transfer is not practicable, the Supplier grants the Buyer an irrevocable, exclusive, worldwide, royalty-free license (with the right to sublicense) to use, modify, reproduce, and sell products using such newly created Intellectual Property.
3. **Infringement Warranty and Indemnity:** The Supplier guarantees that the sale or use of the Goods does not infringe any patent, copyright, trademark, trade secret or other intellectual property or proprietary rights of any third party. The Supplier shall **indemnify and hold harmless** the Buyer and its affiliates, officers, employees, and customers against any and all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from any claim that the Goods (or their use or resale) infringe a third party's Intellectual Property Rights. If any such claim is made or is likely to be made, the Supplier shall at its own expense and at the Buyer's option either procure for the Buyer the right to continue using the Goods or modify or replace the Goods, so they become non-infringing without loss of function. This indemnity is not subject to any limitation of liability (unless mandated by law) and shall survive termination or expiration of the Contract.
4. **Confidentiality:** The Supplier shall treat all technical or commercial information and any other information obtained from the Buyer (whether disclosed in writing, verbally, electronically, or by observation) as confidential. The Supplier shall not, without the Buyer's prior written consent, use (except for performing the Contract) or disclose such information to any third party. The Supplier may disclose confidential information only to those of its employees or subcontractors who need to know it for the purpose of fulfilling the Order, provided they are bound by equivalent confidentiality obligations. This clause applies in addition to any separate non-disclosure agreement between the parties. Confidentiality obligations shall continue indefinitely beyond completion or termination of the Contract.
5. **Publicity:** The Supplier shall not use the Buyer's name, logo, or trademarks in any publicity or marketing materials, nor make any public announcement or press release regarding the existence or terms of the Contract, without the Buyer's prior written approval.

9. Indemnities and Limitation of Liability

1. **Supplier Indemnities:** The Supplier shall indemnify, defend and hold the Buyer (and its officers, employees, agents, affiliates, and customers) harmless from and against any and all losses, liabilities, damages, costs, and expenses (including legal fees) suffered or incurred as a result of or in connection with:
 - a. **Breach of Contract:** any breach by the Supplier of any term of the Contract or any negligent or wrongful act or omission by the Supplier, its employees, agents or subcontractors in the performance of the Contract;
 - b. **Defective Goods:** any defect in the Goods or their packaging, or any failure of the Goods to comply with the warranties or requirements of the Contract, including any claim for product liability, property damage, personal injury or death caused by the Goods;



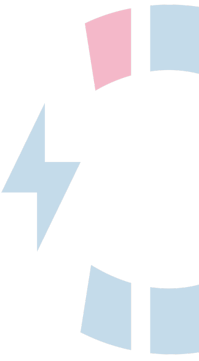
- c. **Intellectual Property Infringement:** any claim that the Goods (or their use, sale or import) infringe the Intellectual Property Rights of any third party (as covered in clause 8.3 above);
- d. **Regulatory Non-Compliance:** any failure of the Supplier or the Goods to comply with applicable laws or regulatory requirements (including product safety, environmental, or export laws), or any fines or penalties imposed on the Buyer due to such non-compliance by the Supplier;
- e. **Recalls:** any recall or corrective action which the Buyer is required or decides to undertake in respect of the Goods, to the extent such recall is due to a breach of the Supplier's warranties or other obligations.

These indemnities shall apply whether the claim arises under contract, tort (including negligence), strict liability or otherwise, and shall survive termination or completion of the Contract. The Buyer shall notify the Supplier of any third-party claim and cooperate (at Supplier's expense) in the defence, but the Supplier shall not enter into any settlement that imposes any liability or admission of fault on the Buyer without the Buyer's prior written consent.

2. **No Limitation for Supplier: The Supplier's liability to the Buyer under the Contract is not limited** (except to the extent that any applicable law prevents any exclusion or limitation of liability). In particular, the Supplier acknowledges that it alone is responsible for fulfilling its obligations and ensuring the Goods comply with the Contract, and no limitation of liability or exclusion of damages shall apply to the Supplier's obligations, **especially in respect of the indemnities provided and any claims arising from death, personal injury, fraud, or fraudulent misrepresentation**. The Supplier shall maintain adequate insurance coverage as appropriate for its potential liabilities (such as product liability insurance) and provide evidence of such insurance to the Buyer upon request.
3. **Buyer's Liability Cap:** To the fullest extent permitted by law and **subject to clause 9.5 below**, the Buyer's total aggregate liability to the Supplier for any and all claims arising out of or in connection with the Contract (whether in contract, tort, negligence or otherwise) shall be limited to **the price payable for the Goods** under the specific Order giving rise to the claim.
4. **Exclusion of Certain Damages:** The Buyer shall not be liable to the Supplier for any indirect, special or consequential loss, or any loss of profit, loss of business, loss of revenue, loss of anticipated savings, or depletion of goodwill, arising out of or in connection with the Contract. The Buyer's liability is limited to direct losses reasonably foreseeable at the time of contracting, up to the cap in clause 9.3. The Supplier agrees that these limitations are fair and reasonable given the parties' respective commercial positions and the insurance available.
5. **Non-Excludable Liability:** Nothing in this Contract shall exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (good title) or other liabilities that cannot be excluded by law; or (d) any act or liability for which liability cannot be lawfully limited or excluded.

10. Termination and Remedies

1. **Termination for Cause (Supplier Default):** The Buyer may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Supplier if any of the following occurs:
 - a. **Material Breach:** The Supplier commits any material breach of the Contract which is either incapable of remedy or (if remediable) is not remedied within **30 days** after receiving written notice from the Buyer specifying the breach and requiring it to be remedied. For the avoidance of doubt, any breach of the compliance obligations in Clause 7 (e.g. involving bribery or modern slavery) or repeated breaches (even if individually remediable) shall be considered a material breach.
 - b. **Insolvency:** The Supplier suffers an **Insolvency Event**, meaning the Supplier becomes insolvent or unable to pay its debts, or any step is taken for its winding-up, administration, or dissolution, or a receiver, administrator or similar officer is appointed over any of its assets, or the Supplier makes any arrangement with its



- f. **Damages:** Claim damages and/or indemnification for any costs, losses or expenses incurred by the Buyer which are attributable to the Supplier's breach or failure to perform any of its obligations.

These remedies are available whether or not the Buyer has accepted the Goods and irrespective of whether the breach is capable of remedy. Exercising any one remedy (e.g. claiming liquidated damages for delay) does not preclude the Buyer from seeking other remedies (e.g. rejecting goods for quality issues) to address different aspects of the breach, except to the extent double recovery of the same loss is not permitted.

11. Force Majeure

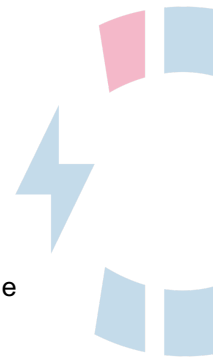
1. **Definition:** Neither party shall be liable for any failure or delay in performing its obligations (except payment obligations) to the extent that the failure or delay is caused by **Force Majeure**, meaning any event or circumstance beyond that party's reasonable control and that it could not have prevented or avoided through the exercise of due diligence. Force Majeure events may include natural disasters (such as flood, earthquake or fire), wars, riots or civil disturbances, terrorist attacks, government actions or orders, national or regional emergencies, epidemic or pandemic officially declared, or other events commonly deemed force majeure.
2. **Exclusions (Supplier):** For the **Supplier**, Force Majeure **shall not include** events that are specific to the Supplier's business risks, such as shortages of labour, materials or utilities, delays or non-performance by the Supplier's own subcontractors or suppliers, or any circumstances that a prudent supplier should have foreseen and mitigated (including delays arising from transportation or customs that are not due to extraordinary events). Financial hardship or cost increases shall not constitute Force Majeure.
3. **Notice and Mitigation:** The affected party shall notify the other party in writing **promptly** (and in any event within 14 days) after becoming aware of any Force Majeure event that may affect its performance. Such notice shall provide details of the event, its anticipated duration, and the obligations impacted. The affected party must use all reasonable endeavours to mitigate the effect of the Force Majeure event and resume full performance as soon as possible.
4. **Performance During Force Majeure:** During the period of Force Majeure, the obligations of the affected party (other than confidentiality and payment of any accrued amounts) shall be suspended to the extent they cannot be performed due to the event. The affected party shall keep the other informed of any material developments and promptly notify when the Force Majeure event has ended.
5. **Right to Terminate:** If a Force Majeure event affecting the Supplier results in a delay or non-performance of **4 weeks** or more, the Buyer may terminate the Contract (or the affected Order) by giving written notice to the Supplier. In such case, neither party shall have liability to the other by reason of the termination (except that the Buyer shall pay for any conforming Goods already delivered and accepted prior to termination, and the Supplier shall refund any pre-payments for Goods not delivered). If a Force Majeure event affects the Buyer's need for the Goods (e.g. due to project cancellation or prolonged closure), the Buyer may also cancel the Order upon written notice for convenience under clause 10.2.

12. Governing Law and Jurisdiction

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of **England and Wales**. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall **not** apply. Each party irrevocably agrees that the courts of England and Wales shall have **exclusive jurisdiction** to settle any dispute or claim arising out of or in connection with this Contract or its subject matter. The parties acknowledge that the jurisdiction clause does not limit the Buyer's right to enforce any judgment or seek interim relief in any other jurisdiction if necessary.

13. General Provisions

1. **Assignment and Subcontracting:** The Supplier shall not assign, transfer, charge or subcontract any of its rights or obligations under the Contract without the Buyer's prior written



consent. Any assignment or subcontracting (if consented) shall not relieve the Supplier of its obligations, and the Supplier shall remain fully responsible for the performance of any approved subcontractor. The Buyer may assign or transfer its rights and obligations under the Contract to any affiliate or successor upon notice to the Supplier.

2. **Third Party Rights:** A person who is not a party to the Contract has no right to enforce any term of this Contract under the UK Contracts (Rights of Third Parties) Act 1999, except that any affiliate of the Buyer (such as a parent or subsidiary company of Valley Systems Limited) may enforce the benefits conferred on the Buyer under the Contract. The consent of any third party is not required to rescind or vary this Contract.
3. **No Partnership or Agency:** Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Buyer and Supplier, nor constitute either party as the agent of the other. The Supplier is an independent contractor and shall not hold itself out as an agent or authorised representative of the Buyer.
4. **Waiver:** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. The failure or delay of either party to enforce any provision of the Contract shall not be construed as a waiver of that provision or any other provision.
5. **Severability:** If any provision (or part of a provision) of this Contract is found by any court or competent authority to be invalid, illegal, or unenforceable, that part shall be deemed deleted and the remainder of the Contract shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with a valid provision that, as closely as possible, reflects the original intent and economic effect.
6. **Notices:** Any formal notice given under the Contract shall be in writing and in English, and shall be delivered by hand, or by pre-paid first-class post (or international courier), or by email (with confirmation of delivery). Notices to the Buyer shall be sent to its registered address (or email of a duly authorised representative) and notices to the Supplier shall be sent to its registered or principal business address (or email provided for contract notices). Notices shall be deemed received: if hand-delivered, on signature of a delivery receipt; if posted within the UK, on the second business day after posting (or the fifth business day if internationally mailed); or if emailed, on the business day of successful transmission (or the next business day if sent after 5:00 pm or on a non-business day).
7. **Variations:** No variation or amendment of this Contract shall be effective unless it is in writing and signed by authorised representatives of both the Buyer and Supplier.
8. **Counterparts:** (If applicable) This Contract may be executed in counterparts (for instance, if a longer-term supply agreement is formed), each of which when executed and delivered shall constitute an original of the agreement, but all the counterparts shall together constitute the same agreement. *(This clause may not apply to standard purchase orders and is typically relevant for separately signed agreements.)*
9. **Headings:** Clause headings are for reference only and do not affect the interpretation of this Contract.

By supplying the Goods in response to a Valley Systems Limited Purchase Order, the Supplier acknowledges acceptance of these Terms and Conditions of Purchase. All suppliers (domestic or international) are expected to understand and comply with these Terms, which are designed to protect the Buyer's rights as a purchaser of goods under UK law.