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**Terms and Conditions for the Supply of Goods**

The Buyer's attention is drawn in particular to the provisions of condition 10.

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"ACKNOWLEDGEMENT OF ORDER" means the written acceptance by the Seller of the Buyer's Order;

"BREXIT TRIGGER EVENT" has the meaning provided to it in clause 4.3;

"BUSINESS DAY" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"BUYER" means the person or firm who wishes to buy the Goods and whose Order is accepted by the Seller;

"CONDITIONS" means the standard terms and conditions of sale set out in this document (as varied from time to time in accordance with condition 13.6) and (unless the context otherwise requires) includes any special terms and contents agreed in writing between the Buyer and the Seller;

"CONTRACT" means the contract for the purchase and sale of the Goods in accordance with these Conditions;

"CONTRACT DOCUMENTATION" means any Order, Acknowledgement of Order, quotation or Specification;

"FORCE MAJEURE EVENT" means any event beyond a parties' reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of god, war, terrorism, right, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or sub-contractors;

"GOODS" means the goods (including any instalment of the Goods or any parts for them) as set out in the Order;

"OPERATING MANUAL" means the operating manual issued by the Seller setting out the operation and maintenance instructions in respect of the Goods;

"ORDER" means the order placed by the Buyer in respect of the Goods;

"PRICE" means the Price of the Goods as defined in condition 4.1;

"PROCESS TO CLAIM ON WARRANTIES" means the Seller's process (as amended from time to time) and which is available at [INSERT LINK], that must be followed by the Buyer, in the event that the Buyer wishes to claim on the warranties provided in condition 8.1;

"SELLER" means Crestchic Limited, company number 01772456;

"SPECIFICATION" means the specification of the Goods including any related drawings or plans issued by the Seller;

"WRITING" includes any mode of reproducing words in a legible and non-transitory form.

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

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

1.4 A person includes a natural person, corporate, or unincorporated body (whether or not having separate legal personality).

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

1.6 Any phrase introduced by the terms, including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 BASIS OF SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written Order of the Buyer which is accepted by the Seller subject to these Conditions.

2.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions that the Buyer seeks to impose or any terms implied by trade, custom, practice or course of dealing. For the avoidance of doubt a quotation given by the Seller will not constitute an offer.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not set out in a written Specification agreed by the Seller. The Conditions and the documents referred to in it constitute the entire agreement between the parties.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not set out in the Operating Manual or the Specification is followed or acted upon entirely at the Buyer's own risk and,

accordingly, the Seller shall not be liable for any such advice or recommendation which is not contained in the Operating Manual or the Specification.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or the Specification and/or have any contractual force.

3 ORDERS AND SPECIFICATIONS

3.1 No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative, at which point the Contract will come into existence.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Specification and in the Operating Manual.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the Specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.

3.6 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4 PRICE OF THE GOODS

4.1 The Price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list at the date of acceptance of the Order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All Prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs and/or a Brexit Trigger Event), any change in delivery dates, quantities or specification for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

4.3 A Brexit Trigger Event means any of the following events, if caused by Brexit or any discussions, proposals, negotiations or any other steps taken by the UK government or a body in any other jurisdiction in anticipation of or related to preparation for Brexit:

(a) an adverse impact on the Seller's ability to perform the Contract in accordance with its terms and the law; and/or

(b) an increase in the costs incurred by the Seller in performing the Contract of at least 5% since the price for the Goods was last agreed.

4.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all Prices are given by the Seller on an ex-works basis. Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport and packing and to procure insurance for the Goods or, if the Seller agrees in writing to procure insurance for the Goods, to pay the cost of such insurance.

4.5 The Price is exclusive of amounts in respect of value added tax, which the Buyer shall be additionally liable to pay the Seller.

4.6 The cost of pallets and returnable containers will be charged to the Buyer in addition to the Price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5 TERMS OF PAYMENT

- 5.1 The Seller shall be entitled to invoice the Buyer for the Price of the Goods on or at the time prior to delivery of the Goods or collection of the Goods by the Buyer
- 5.2 The Buyer shall pay the price for the Goods (less any discount offered by the Seller to the Buyer is entitled, but without any other deduction) within 7 days of the date of the Seller's invoice, notwithstanding that the delivery will not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. The Seller shall not be obliged to deliver the Goods or make the Goods available for collection by the Buyer unless the Seller has received the Price in full in cleared funds. The Seller may agree to vary the payment terms with the Buyer but no such variation shall be binding on the Seller unless it is set out in Writing and signed by the Seller's authorised representative.
- 5.3 If the Buyer fails to make any payment by the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to
- Cancel the Contract or suspend any further deliveries to the Buyer;
 - Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent per annum above Barclays Bank plc's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 DELIVERY

- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller in writing, by the Seller delivering the Goods to that place or to a third party carrier appointed to deliver the Goods.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 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 repudiated as a whole.
- 6.4 If the Seller fails to deliver the Goods for any reason other than a Force Majeure Event or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.5 If the Buyer fails to take or accept delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by a reason of any cause beyond the Buyer's reasonable control or by the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7 TITLE AND RISK

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- In the case of Goods to be collected from the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - In the case of Goods to be delivered by the Seller in the UK, at the time of delivery of the Goods or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods;
 - In the case of Goods to be delivered via a third party carrier in the UK, at the time the Goods are delivered to the carrier; or
 - In the case of Goods to be delivered by the Seller or a third party carrier outside of the UK, in accordance with Incoterms (FCA).
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title to the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and all other sums due from the Buyer to the Seller.
- 7.3 Until such time as title in the Goods passes to the Buyer, the Buyer shall:
- hold the Goods on a fiduciary basis as the Seller's bailee;
 - hold the Goods separate from those of the Seller and third parties and properly stored, protected and insured and identified as the Seller's property.
 - not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;

- maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery
- notify the Seller immediately if it becomes subject to any of the events listed in Condition 9.1, and
- give the Seller such information relating to the Goods as the Seller may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business.

- 7.4 Until such time as title in the Goods passes to the Buyer or the Buyer becomes subject to any of the events listed in Condition 9.1 or the Seller reasonably believes that any such event is about to happen and notifies the Buyers accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time required the Buyer to deliver up the Goods and, if the Buyer fails promptly to do so, enter any of the premises of the Buyer or of any third party where the Goods are stored in order to recover them. The Buyer hereby grants the Seller (or its authorised representatives) a licence to enter the Buyer's premises, or those of a third party, where the Goods are stored, in order to recover them.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due or payable.

8 WARRANTIES

- 8.1 The Seller warrants that on delivery and for a period of 15 months from the date of delivery ("Warranty Period") the Goods shall:
- Conform in all material respects with the Specification and description set out in the Operating Manual; and
 - Be free from material defects in design, material and workmanship; and
 - Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - Be fit for any purpose held out by the Seller as specified in the Specification and the Operating Manual.
- 8.2 Subject to condition 8.3 if, in the event that the Buyer wishes to claim under the warranty provided in condition 8.1, it must, during the Warranty Period, follow the Seller's Process to Claim on Warranties.
- 8.3 The Seller shall not be liable for the Goods' Failure to comply with the Warranty set out in condition 8.1 in any of the following events:
- The Buyer makes further use of any such Goods after giving notice in accordance with the Process to Claim on Warranties;
 - The defect arises because the Buyer failed to follow the Seller's oral or written instructions concerning the storage, commissioning, installation use and routine maintenance of the Goods;
 - The defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
 - The defect arises as a result of excess voltage being applied to the Goods and/or incorrect frequency being used;
 - The defect arises as a result of unstable auxiliary supply and/or the incorrect position of current/voltage transformers;
 - The Buyer alters or repairs such Goods without the written consent of the Seller;
 - The defect arises as a result of fair wear and tear, willful damage, negligence, or of normal storage or working conditions;
 - The Buyer fails to comply with the provisions of the Operating Manual;
 - The defect arises as a result of incorrect / poor installation of the Goods (including without limitation, installation indoors or incorrectly installed ductwork);
 - The Goods differ from their Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
 - The defect arises as a result of poor environmental conditions, including without limitation, ingestion of particulate laden air
- 8.4 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.5 The warranty specified in condition 8.1 does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller where such warranty or guarantee is capable of being assigned from the Seller to the Buyer.
- 8.6 Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.
- 8.7 Any claim made by the Buyer which is based on any defect in the quality or conditions of the Goods or their failure to correspond with the Specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or

(where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the Price as if the Goods had been delivered in conformity with the terms of the Contract.

8.8 Any replacement parts provided by the Seller shall obtain the benefit of the warranty provided in condition 8.1, for the duration of the Warranty Period (commencing on the date that the replacement parts are provided). For the avoidance of doubt, this condition applies to the replacement parts only and does not apply to the Goods as a whole, which shall benefit from the original warranty provided.

9 BUYER'S INSOLVENCY

9.1 This condition applies if:

- (a) The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) Any encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- (c) The Buyer ceases or threatens to cease to carry on business; or
- (d) The Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

10. LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Sellers' liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
- (d) Defective products under the Consumer Protection Act 1987; or
- (e) Any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

10.2 Subject to condition 10.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

- (a) loss of profit;
- (b) indirect loss;
- (c) consequential loss;
- (d) special loss; or
- (e) loss of goodwill,

arising under, out of or in connection with the Contract.

10.3 Subject to conditions 10.1 and 10.2, the Seller's total liability to the Buyer in respect of all other losses arising out of and/or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Goods.

11 EXPORT TERMS

11.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the time when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 11 (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions and the Goods shall be delivered FCA.

11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon and the Buyer will indemnify the Seller against all losses, damages, expenses and costs suffered by the Seller if the import of the Goods fails to comply with such legislation or regulations.

11.4 The Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

11.5 The Buyer shall be responsible for arranging for testing and inspection

of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.

11.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a Bank in England acceptable to the Seller or by Bankers Draft in Sterling drawn on a London Member of the Committee of London and Scottish Clearing Banks or by transfer of cleared Sterling funds and in either case such draft or cleared funds to be received by the Seller prior to the dispatch of the Goods.

12. FORCE MAJEURE

12.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

12.2 If a Force Majeure Event occurs, the party affected by such Force Majeure Event (the "Affected Party") shall, as soon as reasonably practicable, notify the other party (the "Other Party") in writing of the occurrence of the Force Majeure Event, the impact of the Force Majeure Event upon the Affected Party's ability to perform its obligations under this Contract and the likely duration of the Force Majeure Event.

12.3 For so long as performance by the Affected Party of its obligations under this Contract is affected by the Force Majeure Event, the corresponding obligations of the Other Party under this Contract will be suspended to the same extent and for the same duration and neither party shall be in breach of this Contract or liable to the other for any delay or failure in performing such obligations.

12.4 If any delay or failure in the performance of any obligations under this Contract resulting from a Force Majeure Event continues for more than 30 consecutive days, either party may terminate this Contract with immediate effect by notice in writing to the other party and neither shall be liable to the other party for any costs, expenses, damages or other losses suffered as a result of such termination.

13 GENERAL

13.1. Assignment and other dealings

- (a) The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

13.2 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- (c) The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

13.3 Severance

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- (d) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the party shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right of remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 Third party rights

A party who is not a party to this Contract shall not have any rights to enforce any of its provisions.

13.6 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Seller.

13.7 Governing law

The Contract, and any dispute or claim arising out of or in connection with it

or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of England and Wales.

13.8 Jurisdiction

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 or formation (including non-contractual disputes or claims).