

Standard Terms and Conditions

1. GENERAL: In these Conditions

- (a) L.A.C. Conveyor Systems Limited is called "the Company" and the individual, firm, company or other party with whom the Company contracts is called the "Customer".
- (b) "Goods" means the goods, articles and materials which are to be supplied by the Company pursuant to the Contract (as hereinafter defined).
- (c) "Special Goods" means goods made or adapted specifically to the Customer's designs and specification.
- (d) "Services" shall include design or other services to be provided by the Company pursuant to the Contract whether in relation to the supply of Goods or otherwise and where the Contract is for or includes work or work and materials, the supply of labour.

2. QUOTATIONS / ESTIMATES

- (a) Any quotation or estimates given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company pursuant to a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company. Any quotation given by the Company is only valid for a period of 60 days from its date of issue.
- (b) A contract is made, between the Company and the Customer when the Company confirms it accepts an order placed by the Customer ("Contract") and it shall incorporate and be subject to any valid quotation issued by the Company and these Conditions.
- (c) Without prejudice to the generality of the foregoing all other terms and conditions (except those implied in favour of a seller which are not inconsistent with these Conditions) whether or not the same are endorsed upon, delivered with, or referred to in any purchase order or any other document delivered or sent by the Customer are expressly excluded. Any reference in the Contract to the Customer's order specification, or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect.
- (d) In case of any conflict between these Conditions and any terms specified in any proposal document issued by the Company, the terms set out in the proposal will prevail.

3. PRICES

Unless otherwise provided in the Contract:

- (a) The price of the Goods and Services is exclusive of value Added Tax which will be charged at the rate applicable at the appropriate tax point.
- (b) The price of the Goods does not include the cost of carriage unless specifically stated above.
- (c) If a project is more than 8 months in duration and exchange rate or significant material cost change during this time, the Company reserves the right to pass on such costs.
- (d) Where the price has been quoted in the Company's quotation or estimate based on stated production runs and specific delivery periods, the Company reserves the right to vary the price for the Goods should the Customer or different warranties from those stated and /or require delivery over a different period.
- (e) The cost of any variation or modification in the design specification, materials or drawings of the Goods or Services or any development thereof requested by the Customer after the date of the Company's acceptance of order shall be such variations or modification are accepted by the Company borne by the Customer.
- (f) If commissioning is delayed by more than 5 days then full payment shall become due.

4. OFFLOADING

- (a) The Customer shall be responsible for all offloading of Goods from whatever form of transport is employed.

5. DELIVERY AND RISK

- (a) Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed between the parties and the risk in respect of all Goods shall pass to the Customer at the time of delivery. If no place for delivery is specified or agreed delivery shall take place at the Company's work immediately prior to loading for dispatch to the Customer. Notwithstanding such delivery the property in and title to the Goods shall not pass to the Customer except as provided in Condition 6.
- (b) If delivery is to be made at the premises of the Company's warehouseman or other bailee, sufficient delivery shall be made by the delivery to the Customers by the Company of an order on or by the transfer to the Customer of the warrant of such warehouseman or bailee for the release or delivery of the Goods.
- (c) The Company shall be entitled to make delivery of the Goods by instalments and to invoice the Customer for each instalment despatched.
- (d) Where damage to or loss of the Goods occurs before delivery to the

Customer the Company undertakes (subject as provided below to replace or (at its discretion) to repair free of charge any Goods so damaged or lost in which event the time for delivery of the damaged or lost Goods shall be extended for such replacement or repair. The foregoing undertaking of the Company is conditional upon:

- i) The Customer giving written notice of such damage or loss with reasonable particulars therefore to the Company and to the carriers (if other than the Company) within 14 days of receipt of the Company's or the carriers delivery advice or other notification of dispatch; and
- ii) The Customer if requested by the Company and at the Customer's cost returning any damaged Goods to the Company's works within one month of receipt thereof.
- (e) Where the Goods are not manufactured or supplied directly by the Company and are delivered direct to the Customer from the manufacturer or supplier the Company shall not be liable for any damage to or loss of the Goods whatsoever or when so ever occurring.
- (f) Save as expressly provided in this condition in the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the Goods in transit to the contracted place of delivery.

6. TITLE

- (a) Title of the property in the Goods shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of the risk therein to the Customer, which occurs at delivery) until:
 - i) The price of the Goods and/or Services comprised in this Contract; and
 - ii) All other money due from the Customer to the Company on any other account has been paid or satisfied in full.
- (b) Until the title to and property in the Goods pass to the Customer as aforesaid the following provisions shall apply:
 - i) The Company may at any time without prior notice to the Customer repossess and resell the Goods if any of the events specified in condition 18 hereof shall occur or if any sum owed by the Customer to the Company under this or any other such Contract is not paid on the due date of payment. For the purpose of exercising its right under this sub-paragraph (1) the Company, its employees or agents together with all vehicles and plant considered by the Company to be necessary shall be entitled at any time without prior notice to the Customer's to free and unrestricted entry upon the Customer's premises and/or other locations where any of the Goods are situated;
 - ii) The Customer shall store the Goods in a proper manner without charge to the Company and ensure that they are clearly identified as belonging to the Company without prejudice to sub-paragraph (i) of this condition. The Company shall be entitled to examine the Goods in storage at any time during normal business hours and upon giving the Customer reasonable notice of its intention to do so;
 - iii) The rights and remedies conferred upon the Company by this Condition 6 are in addition to, and shall not in any way prejudice limit or restrict any other rights or remedies of the Company under the Contract.

7. PERFORMANCE

- (a) The Company will use its reasonable endeavours to comply with any date or dates for dispatch or delivery of the Goods and for the supply or completion of the Services (as the case may be) as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements or exception and shall not be binding. If the Company having used its reasonable endeavours fails to dispatch or deliver the goods or to supply or complete the service by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting there from.
- (b) If the Company is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lockouts or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, fire flood, civil commotion, epidemic or pandemic, or any cause of whatever kind and whenever occurring. Further performance of the Contract shall be suspended for so long as the Company is prevented or hindered provided that if the performance of the Contract is suspended for more than 3 consecutive calendar months the Customer shall be entitled by notice in writing to the Company forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract rate for all Goods and Services supplied and materials used by the Company to the actual date of such termination. The Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of the Company's inability to perform its obligations under the Contract by reason of any such circumstance.
- (c) Where Goods are delivered or Services are supplied by instalments each such instalment shall be deemed to be sold or supplied under a separate Contract to which these Conditions shall apply (mutatis mutandis) and save as provided in Condition 10 (d) no default in respect of any one instalment shall effect or prejudice due performance of the Contract as regards any other instalment.

- (d) Where Goods are to be supplied or delivered by the Company in accordance with periodic delivery schedules or similar notification of the delivery requirements of the Customer, the Customer shall not be entitled to cancel or vary any such delivery schedule or requirement which is expressed by the Customer to be a firm requirement without the prior reimbursement of any additional costs and expenses incurred as a result of such cancellation or variation.
- (e) When expedited delivery or completion is agreed by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs. Where postponement of delivery or completion is agreed by the Company the Customer shall if required by the Company pay all costs expenses including a reasonable charge for storage and insurance of the Goods and interest on the Contract price occasioned there by but the Goods shall be held at the Customer's risk as from the time of postponement.
- (f) If performance of the Contract is suspended at the request of or delayed through default of the Customer including (without prejudice to the generality of the forgoing) lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods or Services for a period of 14 days the Company shall be entitled to payment at the Contract rate for Services already performed, Goods supplied or ordered and any other additional costs thereby incurred including storage insurance and interest PROVIDED THAT if the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days or written notification from the Company that the Goods are ready for collection or delivery, the Company shall be entitled (without prejudice to its remedies under the Contract for such breach) to sell or at its option destroy the Goods and to apply the proceeds of sale thereof if sold and the scrap value if destroyed towards payment of all sums due to the Company under the Contract.
- (g) The Company shall be entitled without prior approval of the Customer to assign sub-Contract or sub-let the Contract or any part thereof, but the Customer shall not be so entitled without the prior approval, of the Company.

8. ACCEPTANCE

- (a) Without prejudice to the Customer's rights under condition 13 the Customer shall be deemed to have accepted the Goods as being in conformity with the Contract and shall be bound to pay for them, unless written notice or rejection thereof is delivered by the Customer within 14 days of delivery.
- (b) Save in the circumstances referred to in Condition 13 Goods accepted by the Customer cannot subsequently be returned and any claim which the Customer might otherwise have shall be deemed to have been waived.
- (c) If after notice of rejection has been given, the Customer deals with the Goods as owner thereof or if any conduct of the Customer is inconsistent with such rejection or with the ownership of the Goods by the Company, the Customer shall be deemed to have accepted the Goods and be bound to pay for them.

9. REFERENCES

- (a) At the Company's discretion, each Contract shall be subject to the Company being satisfied as to the Customer's credit references (which unless otherwise stated shall be one bank reference and two trade references.)

10. PAYMENT

- (a) (For Contracts not involving installation or commissioning) Unless the Contract states otherwise, the Contract price for the Goods and or Services shall be 40 per cent deposit with order and 60 per cent on completion of order.
- (b) (For Contracts involving installation or commissioning) Unless the Contract otherwise provides, payment by the Customer shall be as follows:
- i) On placement of order by the Customer 30 per cent of the Contract price of such Goods will be paid;
 - ii) On manufacture 60 per cent of the contract price of such Goods will be paid;
 - iii) On final completion of the installation and commissioning the remaining 10 per cent of the Contract price for such installation and commissioning.
- (c) Where Goods and/or Services are delivered or performed by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in sub paragraph (a) of this condition.
- (d) The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of 7 days' notice in writing to the Customer to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other condition between the Company and the Customer without prejudice to any other remedy available to the Company.
- (e) Unless otherwise agreed in writing the Customer shall not be entitled to set off against any monies due to the Company under the Contract any amount claimed by or due to the Customer from the Company whether pursuant to the Contract or on any other account whatsoever.
- (f) The Company shall be entitled to interest as well after as before judgement on any part of the Contract price not paid by its due date from that date until actual payment at the rate of 5 per cent per annum above

the base Lending rate of Barclays Bank plc prevailing from time to time during such period.

- (g) Where the Company specifies that payment will be made by Letter of Credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional letter of Credit with or confirmed by a bank in England satisfactory to the Company All bank charges in connection with the letter of Credit and the opening thereof shall be borne by the Customer. If for any reason the bank is liable to make payment the Company under the Letter of Credit established for that purpose fails to do so, the Customer shall nevertheless remain liable to pay for the Goods supplied and/or Services performed.

11. PERFORMANCE

- (a) Unless it is expressly stated in the Contract that any figures or statement therein or in the Company's catalogues, sales literature or in any relevant drawings or any other documents supplied by the Company as to the performance of the Goods are guaranteed to be accurate, such figures and statements shall be approximate and subject to a margin of 10 per cent. The Company gives no guarantees or representation that the Goods will in all cases be identical with the illustrations, weights and dimension specified in such catalogues and literature drawings or other documents due to improvements and modifications to the Goods or their specifications that may be made from time to time. The Company will notify the Customer in writing of any material alterations to any specification relating to the goods and the Customer shall be deemed to have accepted such alteration unless in writing to the contrary is received by the Company in 7 days of the Company's notice to the Customer.
- (b) If in the Contract the Company expressly guarantees the accuracy of such performance, figures or statement (whether subject to specific margins or otherwise) then in the event of the Goods after delivery, installation or commissioning failing to achieve or comply with the same, the Company shall thereafter be entitled to a reasonable period and to reasonable facilities to enable it to bring the Goods up to the guaranteed standard of performance and the contractual time for delivery of the Goods or the installation or commissioning thereof shall be extended for such reasonable period.

12. CONTRACTS FOR SERVICES

If the Contract is for or includes Services to be performed by the Company whether of installation, commissioning, repair, rectification or improvement, then, unless the Contract otherwise provides, the following additional provisions shall apply thereto:

- (a) The Company shall be obliged to carry out such Services only during normal working hours if the Customer requests that overtime is worked and the Company agrees thereto such overtime shall be paid for by the Customer in addition to the Contract price at the Company's overtime rates and a certificate of the Company's auditors certifying the amount payable for such overtime shall be conclusive and binding on the Customer and the Company.
- (b) If the Services are to be performed at the premises of the Customer or at its request at the premises of any other person, the Customer undertakes to provide or to produce the provision free of charge of:
 - i) Proper and safe storage and protection of all goods, tools, plant and equipment and materials on site;
 - ii) Free and safe access to the site and to the point at which the Services are to be performed;
 - iii) All facilities safely and expeditiously;
 - iv) If such exclude the installation of any goods, all builders work fabrications, cutting away and making good required and the ready availability of all plant and equipment so as to permit such goods to be tested forthwith on completion of such services and the Customer shall pay to the Company the amount of any expenses incurred by the Company by reason of any breach by the Customer of any of its obligations in this subparagraph but without any prejudice to the Company's rights to recover and loss thereby occasioned and a certificate of the Company's auditors certifying such amounts shall be conclusive and binding upon the Company and the Customer.
- (c) Where the Goods and Services are to be supplied on site, they shall at all times be at the sole risk of the Customer and if any part thereof is lost damaged or destroyed through any cause whatsoever, the Company shall be entitled to charge as a variation to the Contract for the restoration of any Goods or Services so lost, damaged or destroyed. The Customer shall for the benefit of itself and the Company and in their joint names insure and keep insured with such reputable insurers as the Company shall approve the full value of the Goods and/or Services and the costs of any relevant professional fees or services against every kind of loss, damage or destruction. The Customer shall produce to the Company on demand the policy or policies under which such insurance is effected together with the latest premium receipts. If the Customer shall default in effecting such insurance, the Company may effect the same on behalf of the Customer and the cost therefore shall be reimbursed by the Customer to the Company on demand.

13. WARRANTY AND LIMITATION OF LIABILITY

- (a) Where the Goods or Services (or any part thereof) are shown to the reasonable satisfaction of the Company to be defective by reason of faulty materials or workmanship or (in the case of Goods other than Special Goods) design, within a period of 12 months from the date of their original despatch or supply (fair wear and tear excepted) the Company shall at its sole option:

- i) Deliver replacement Goods and / or supply further Services to the Customer free of charge and / or;
 - ii) Refund to the Customer the Contract price of such Goods and / or Services and / or;
 - iii) Require the Customer to retain the Goods and / or Services and grant the Customer a reasonable allowance in respect of such defects PROVIDED that:
 - iv) The Customer notifies the Company in writing within fourteen days of becoming aware of any such defect;
 - v) If so required by the Company all defective Goods are first returned to the Company's premises, carriage paid by the Customer;
 - vi) The Goods have been properly and correctly stored and / or used by the Customer; and
 - vii) The liability of the Customer under this paragraph (a) shall be accepted by the Customer in substitution for and to the exclusion of any other claims for direct loss which the Customer has or may have.
- (b) The liability of the Company for any claim or claims other than those falling under paragraph (a) above, direct injury, loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defects in the Goods and / or Services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company, its servants or agents in the performance of the Contract (including without limiting the generality of the foregoing breach of any condition or warranty express or implied by state, common law or otherwise howsoever) shall be limited to £25,000.
- (c) The Company shall not be liable for any claims for economic loss, loss of production, loss of profit, loss of opportunity, loss or bargain or other indirect or consequential injury loss or damage by the Customer against the Company whether in contract or tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any such defect act, omission, neglect or default referred to in sub-clause (b) of this clause.
- (d) Unless otherwise specially referred to in the Contract or stated by the Company in writing, the Goods are not designed for and are consequently not suitable for use in powered conveyors in any form and the Company accepts no liability or damages of any kind arising out of the use of the Goods in this way by the Customer or any other person using the Goods with or without the permission of the Customer.
- (e) Nothing in these Conditions shall limit any liability which cannot legally be limited, including liability for:
- i) death or personal injury resulting from the negligence the Company, its employees or agents; or
 - ii) fraud or fraudulent misrepresentation; or
 - iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

14. SPECIAL GOODS

- (a) The Company shall be entitled to reject any materials supplied or specified by the Customer which the Company in its judgement considers unsuitable. Additional costs incurred by the Company if such materials are judged to be unsuitable will be charged to the Customer. ii) Quantities of materials supplied by the Customer shall be adequate to cover normal spoilage.
- (b) The Company accepts no responsibility for the accuracy or suitability of patterns, designs, tools or drawings, particulars or specifications relating to Special Goods which are supplied by the Customer and the Company shall be entitled to accept the same as being without defect. The Company shall have no responsibility for the quality or fitness of Special Goods for any particular purpose whether or not such purpose is made known to the Company and the conditions implied by Section 13 to 15 inclusive of the Sale of Goods Act 1979 and by Section 3 to 5 inclusive 7 to 10 and 13 to 15 inclusive of the Supply of Goods and Services Act 1982 shall be excluded. The Customer undertakes to indemnify the Company and to keep the Company fully and effectually indemnified against all actions, proceedings, claims, costs, loss, damage or expense whatsoever, whether arising in Contract or in tort which Company may suffer or incur as a result of any defect in the Special Goods whether due to quality, design fitness for purpose or in any other way whatsoever unless the same is due directly to the negligence of the Company, its employees or agents.
- (c) The Customer represents and warrants to the Company that neither the Special Goods nor the manufacture thereof by the Company will infringe any patent, copyright, registered design or any other proprietary right of any third party and the Customer further undertakes to indemnify the Company and keep the Company fully and effectually indemnified against all actions, proceedings, claims, costs, loss, damage or expense whatsoever in respect of any infringement by the Company of any patent, copyright, design, trademark or any other proprietary right which the Company may suffer or incur in connection with the execution and performance of the Contract and such indemnity shall extend to any amount including costs paid by the Company (upon legal advice) in settlement of any claim out of court.

15. CUSTOMER PROPERTY

- (a) All property supplied to the Company by the or on behalf of the Customer which is held by the Company for the purposes of the Contract or in transit to or from the Customer shall be deemed to be entirely at the Customer's risk and the Company shall not be liable for any loss of or damage to such property whilst in the possession of the Company or in transit as aforesaid unless such loss or damage is due to the negligence of the Company, its employees or agents. In no circumstances whatsoever will the Company be liable for any consequential loss or damage arising there from. The Customer shall insure all such property for all risks.

16. LIEN

- (a) Without any prejudice to any rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Customer to the Company have a general lien on all goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of fourteen days' notice to the Customer, to dispose of such goods or property as it thinks fits and to apply any proceeds of sale thereof towards the payment of such debts.

17. SAFETY

- (a) The attention of the Customer is drawn to the provision of Section 6 of the Health and Safety at Work Act etc. Act 1974. The Company will make available such information as is appropriate relating to the Goods and materials supplied as in its possession to ensure that as far as it is reasonably practicable they are safe and without risk to health when properly used.
- (b) The Customer hereby undertakes pursuant to Section 6(8) of the Health and Safety at Work etc Act 1974 to take such measures as are communicated in writing to the Customer by the Company and to take such other steps as are sufficient to ensure, so far as is reasonably practicable that the Goods will at all times be safe and without risk to health when properly used. The Goods and materials shall not be regarded as properly used when they are used without regard to any relevant information or advice relating to their use which has been communicated to the Customer pursuant to this clause.
- (c) The Company shall not be liable to the Customer in any civil proceedings brought about by the Customer against the Company under any Health and Safety Regulations made pursuant to the Health and Safety at Work etc Act 1974 where such exclusion of liability is permitted by law.
- (d) The Customer shall indemnify and keep indemnified the Company in respect of any liability, monetary penalty or fine in respect of or in connection with the goods or services incurred directly or indirectly by the Company under the Health and Safety at Work etc. Act 1974 or any regulations, orders or directions made thereunder.

18. INSOLVENCY AND BREACH OF CONTRACT

If any of the following events occur, are threatened or in the opinion of the Company are reasonably likely to occur:-

- (a) The Customer shall commit any breach of the Contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of notice in writing from the Company requesting such breach to be remedied or
- (b) Any distress or execution is levied upon any of the goods or property of the Customer or
- (c) The Customer (or where the Customer is in partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or commits any act of bankruptcy or
- (d) The Customer (being a limited Company) has a receiver appointed of the whole or part of its undertaking property or assets or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company).

the Company shall thereupon be entitled without prejudice to its other rights hereunder, forthwith to suspend further performance of the Contract and of any other Contract between the Company and the Customer until the default has been made good or to determine the Contract or any other Contract between the Company and the Customer or any unfulfilled part thereof or at the Company's option to make partial supplies of Goods and/or Services. Notwithstanding any such termination, the Customer shall pay to the Company at the Contract rate for all work done, materials used and Goods delivered up to and including the date of termination and shall in addition indemnify the Company against any resulting loss, damage or expense incurred by the Company in connection with the supply or non-performance of the Contract including the cost of any material, plant or tools used or intended to be used therefore and the cost of labour and other overheads including a percentage in respect of profit.

19. SEVERANCE

- (a) If at any time one or more of these Conditions (or any paragraph, sub paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any un-applicable law, the same shall be deemed omitted here from and the validity and / or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

20. WAIVER

- (a) The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence,

forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

21. CONFIDENTIALITY

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by subparagraph (b).
- (b) Each party may disclose the other party's confidential information to:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 21; or
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

22. GOVERNING LAW & JURISDICTION

- (a) The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- (b) The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it.