

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. INTERPRETATION

1.1

Definitions. In these Conditions, the following definitions apply:

Business Day: A day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: Has the meaning set out in clause 2.2.

Conditions: These terms and conditions as amended from time to time in accordance with clause 14.8.

Contract: The contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: The person or firm who purchases the Goods and/or Services from the Supplier.

Delivery Location: Has the meaning set out in clause 3.2.

Force Majeure Event: Has the meaning given to it in clause 14.1(a).

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: The Customer's order for the supply of Goods and/or Services.

Premises: The Customer's premises at which the Services are to be performed by the Supplier.

Services: The services supplied by the Supplier to the Customer as set out in the Specification.

Specification: In relation to Goods, any specification for the Goods (including any relevant plans or drawings) which is produced by the Supplier and agreed in writing by the Customer, and in relation to Services, the description or specification for Services provided by the Supplier to the Customer.

Supplier: Wrights (Gamlingay) Limited registered in England and Wales with company number 709486. T/A Wrights Dowson Group.

Supplier Materials: Has the meaning set out in clause 7.1(f).

1.2

Construction. In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1

The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2

The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3

No Order may be cancelled by the Customer after it has been accepted by the Supplier unless the Customer terminates the Contract under clause 12.1.

2.4

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any specifications, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or any other contract between the Supplier and the Customer for the supply of the Goods and/or Services.

2.5

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

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue or such other period as may be stated in the quotation.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. DELIVERY OF GOODS

3.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods and special storage instructions (if any).

3.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

3.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.4 If the Customer fails to accept or take delivery of the Goods within 10 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.5 The Customer will notify the Supplier within 3 Business Days following delivery of any damage or loss to the Goods in transit. The Supplier will not be liable for any such damage or loss if the Customer does not notify the Supplier within this period unless the damage or loss was not apparent from a visual inspection of the Goods following delivery. In this case the Customer will notify the Supplier as soon as it discovers the damage or loss.

4. QUALITY OF GOODS

4.1 Except as otherwise stated in these Conditions, the Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) Conform in all material respects with their description and any applicable Specification; and
- (b) Be free from material defects in design, material and workmanship.

4.2 Subject to clause 4.3, if:

- (a) The Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1; and
- (b) The Supplier is given a reasonable opportunity of examining such Goods;
The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 The Supplier shall not be liable for any failure of the Goods to comply with the warranty in clause 4.1 if:

- (a) The Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2; or
- (b) The defect arises because the Goods have not been properly installed, maintained or used (unless in the case of installation, the Supplier installed the Goods as part of the Services); or
- (c) The defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer; or
- (d) The Customer alters or repairs the Goods without the written consent of the Supplier; or
- (e) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) The defect arises because the Goods have been used by the Customer for a different purpose to the use indicated by the Customer at the time when the Order was placed.
- (g) The material being conveyed is not what was specified in the confirmation of order

4.4 Where the Goods have been manufactured by the Supplier to any drawing, design or specification supplied by the Customer then the Supplier gives no warranty that the Goods will be fit for any specific purpose.

4.5 Where the Goods have been manufactured by a third party then the warranty in clause 4.1 will not apply to such Goods but instead the Supplier will ensure that the Customer has the benefit of any warranty or guarantee given by the manufacturer in respect of such Goods.

4.6 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of any failure of the Goods to comply with the warranty set out in clause 4.1.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Customer on completion of delivery.

5.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) The Goods; and
- (b) Any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

5.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) Hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (c) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (e) Notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l); and
- (f) Give the Supplier such information relating to the Goods as the Supplier may require from time to time, but the Customer may use the Goods in the ordinary course of its business.

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. SUPPLY OF SERVICES

6.1 The Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects.

6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7. CUSTOMER'S OBLIGATIONS

7.1 In relation to the Services, the Customer shall at its cost:-

- (a) Provide all necessary facilities at the Premises including suitable access, lighting and security;
- (b) Provide all fuel, water, steam, electricity and other necessary facilities required by the Supplier to carry out the Services;
- (c) Obtain and maintain all necessary licences, permissions and consents which may be required for the Services;
- (d) Co-operate with the Supplier in all matters relating to the Services;

- (e) Provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services and ensure that such information is accurate in all material respects;
- (f) Keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (g) Ensure that all work to be carried out separately by the Customer or its suppliers in conjunction with the Services to be performed by the Supplier is carried out in accordance with agreed timescales and in a manner which does not cause any delays or interruption to the performance of the Services or results in the Supplier incurring additional costs in performing the Services.

7.2 The Customer warrants to the Supplier that the foundations at the Premises are suitably strong and in good condition so as to enable the Supplier to carry out the Services safely and in accordance with all applicable legislation.

7.3 On completion of the Services the Supplier will carry out such tests as are set out in the Specification. Representatives of the Customer will be entitled to attend such tests but if such representatives fail to attend the tests (having been given not less than 7 days prior notice of them) then they will be deemed to have been made in their presence and the Supplier will not be required to carry out any further tests.

7.4 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed or if the Supplier incurs additional costs in performing the Services in each case as a result of any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.4; and
- (c) The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

8.1 Subject to clause 8.2 the price for the Goods and Services shall be the price set out in the Order. The price is exclusive of all costs and charges of packaging, insurance and transport of the Goods.

8.2 The Supplier will be entitled to increase the price from the price set out in the Order at any time prior to the delivery of the Goods or completion of the Services:

- (a) If the Customer requests any changes to the Specification of the Goods or Services after the Order has been accepted by the Supplier; or
- (b) To reflect any increased costs incurred by the Supplier in supplying the Goods or performing the Services which have arisen as a result of any change in the exchange rate between sterling and any other currency occurring after the Order has been accepted by the Supplier.

8.3 The Supplier will notify the Customer of any price increase under clause 8.2 as soon as practicable after the Supplier becomes aware of it.

8.4 Except where different payment terms are agreed at the time of acceptance of the Order the Customer shall pay each invoice for the price of the Goods or Services submitted by the Supplier:

- (a) Within 30 days of the date of the invoice; and
- (b) In full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("Due Date") the Supplier will be entitled to:-

- (a) Suspend any further deliveries of Goods due under the Contract; and/or

(b) Suspend the performance of the Services due to be performed under the Contract; and/or

(c) Charge interest on the overdue amount at the rate of 5 per cent per annum above the current base lending rate of Barclays Bank plc accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment and compounded quarterly; and/or

(d) Withdraw any discount on the price of the Goods or Services which the Supplier may have previously agreed to grant under the Contract.

8.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Subject to clause 9.2 all Intellectual Property Rights in or arising out of or in connection with the design or manufacture of the Goods or the performance of the Services shall be owned by the Supplier and the Customer shall not have any rights to any such Intellectual Property Rights.

9.2 Where the Supplier manufactures Goods to a drawing, design or specification supplied by the Customer then:

(a) The Intellectual Property Rights in that drawing, design or specification shall belong to the Customer or the Customer's licensor (as the case may be) and no rights therein shall transfer to the Supplier other than the right to use the Intellectual Property Rights in connection with the performance of the Contract;

(b) The Customer warrants to the Supplier that it has the right to authorise the Supplier to manufacture Goods to that, or substantially to that, drawing, design or specification; The Customer will indemnify the Supplier against any liabilities, damages, costs and expenses suffered or incurred by the Supplier as a result of any claim being made against the Supplier by a third party that the manufacture of the Goods to that, or substantially to that, drawing, design or specification infringes the Intellectual Property Rights of that third party.

9.3 All Supplier Materials are the exclusive property of the Supplier.

10. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Contract.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) Fraud or fraudulent misrepresentation;

(c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) Defective products under the Consumer Protection Act 1987.

11.2 Subject to clause 11.1:

(a) The Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract; and

(b) The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £50000.

11.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) The other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;
- (b) The other party 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;
- (c) The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) The other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) A floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(i) (inclusive);
- (k) The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (l) The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

12.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:

- (a) The Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) The Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) All outstanding or partly performed Orders will be cancelled;
- (b) The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;
- (c) The Supplier will submit an invoice for all Goods or Services supplied but for which no invoice has been submitted and the Customer shall pay all sums due under the invoice immediately on receipt;

- (d) The Customer shall return all of the Supplier Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (e) The accrued rights and remedies of the parties as at termination shall not be affected, including the right for either party to claim damages from the other for any losses or costs arising from any breach of the Contract which existed at or before the date of termination or expiry; and
- (f) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. GENERAL

14.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 2 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

14.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax or e-mail to the other party's main fax number or e-mail address.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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 e-mail, on the next Business Day after transmission.
- (c) This clause 14.3 shall not apply to the service of any proceedings or other documents in any legal action.

14.4 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

14.9 Governing law and jurisdiction: This 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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