

## LAWSON'S TERMS AND CONDITIONS (these "Terms and Conditions")

These Terms and Conditions apply to business customers and not consumers.

### 1 DEFINITIONS AND INTERPRETATION

In this Contract:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

<b>"Contract"</b>	these Terms and Conditions and the terms of the relevant Order that is accepted by Supplier;
<b>"Customer"</b>	the customer of Supplier;
<b>"Liability"</b>	has the meaning given to it in Clause 6.6.2;
<b>"Order"</b>	the request by Customer to Supplier for the provision of particular products;
<b>"Party"</b>	Customer or Supplier;
<b>"Price"</b>	the price payable by Customer to Supplier for the supply by Supplier of the Products, as stipulated in Supplier's written published price list or as otherwise agreed by Supplier in writing;
<b>"Products"</b>	any of Supplier's products provided or to be provided by Supplier to Customer pursuant to this Contract;
<b>"Supplier"</b>	Lawsons Holdings Limited, a company registered in England under number 04818214 whose registered office is at Tyttenhanger Farm, Coursers Road, Colney Heath, Hertfordshire, AL4 0PG;
<b>"Working Day"</b>	any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the city of London;

1.2 references to "Clauses" are to clauses of these Terms and Conditions;

1.3 headings are inserted for convenience only and shall not affect the interpretation or construction of this Contract;

1.4 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership;

1.5 references to "includes" or "including" or like words or expressions shall mean without limitation

1.6 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and

1.7 references to "written" or in "writing" (except in respect of sending a notice in accordance with Clause 10) includes in electronic form.

### 2 CONTRACT

2.1 The terms of this Contract apply to the exclusion of any terms and conditions submitted, proposed or stipulated by Customer. These Terms and Conditions apply to Supplier's supply of all Products. The giving by Customer of any delivery instruction or the acceptance by Customer of delivery of the Products shall constitute unqualified acceptance by Customer of these Terms and Conditions.

2.2 Save as expressly provided herein, this Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties hereto preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Contract based on any representation that is not expressly incorporated into this Contract.

2.3 This Contract (together with any documents referred to in it) constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.

2.4 Measurements in Supplier's brochures or materials are approximate so as to give a rough idea of size and dimensions. The manufacturer may make reasonable changes to the Products.

2.5 Supplier shall make chain of custody certificated materials available upon request, provided that Customer clearly and unambiguously requests them at the time of placing the Order. It is the Customer's responsibility to retain any relevant documentation detailing the volumes of chain of custody certificated materials supplied by Supplier. It is the Customer's responsibility to inform the Supplier of any discrepancies between chain of custody ordered materials and those received / detailed on the Supplier's paperwork, and request the relevant amendment within 3 days of placing the order. Following Customer's written request, Supplier shall make available a copy of its chain of custody certificates.

2.6 Supplier's agents shall not have authority to amend, vary, exclude or add to these Terms and Conditions unless authorised in writing by a director of Supplier.

2.7 Unless Supplier indicates a contrary method of acceptance, this Contract shall be legally formed and the Parties shall be legally bound when Supplier unequivocally communicates its agreement to Customer's Order. Any quotation by Supplier shall be an invitation to treat and not capable of acceptance by the Customer's Order.

2.8 It is Customer's responsibility to ensure that all information supplied by it is complete and accurate. Customer shall ensure that the Order and the particular Products meet its particular requirements.

2.9 Once a Contract is legally binding, any cancellation of it is subject to the other Party in its absolute discretion giving its written agreement.

2.10 Each Order constitutes a separate contract. There may be more than one contract between the Parties in force at the same time as this Contract.

### 3 DELIVERY & RISK

3.1 In consideration for the payment of the Price and any other sums due by Customer under this Contract, Supplier shall supply to Customer the Products referred to in the Order.

3.2 Supplier expects to deliver most Orders within approximately two Working Days from the date of receipt of the Order, but time shall not be of the essence. Supplier shall use its reasonable endeavours to meet any timeframes expressly agreed by Supplier and Customer's reasonable delivery instructions. Any timeframe for delivery in a previous contract shall not be an indication of the timeframe for delivery in this Contract

3.3 Supplier reserves the right to delay delivery or cancel an Order if the amount owing by Customer to Supplier exceeds any credit limit for credit extended by Supplier to Customer from time to time or if any payment due from Customer to Supplier has not yet been made.

3.4 Packaging shall be in accordance with Supplier's customary practices. Supplier may charge for its time and materials at its normal rates for packaging. Supplier may also charge for crates and cases, such payment being refundable upon Supplier's receipt of them back in good condition to its satisfaction. In addition, Supplier may also charge for pallets, such payment being refundable upon Supplier's receipt of them back in good condition to its satisfaction within seven days of delivery of the Products. Polythene sacks are non-returnable. If Customer would like a special request for packaging, this is subject to Supplier's agreement and Customer shall pay any extra cost charged by Supplier.

3.5 Customer shall be solely responsible for disposal of any waste arising from the Products and shall comply with all applicable laws, regulations, byelaws, codes of practices and licences arising from such disposal. Customer shall indemnify and keep indemnified Supplier against all losses, liabilities, costs, expenses, demands, judgments, claims and fines made in respect of breach by Customer of this Clause 3.5.

3.6 Partial delivery or performance shall be permitted. Supplier may deliver the Products in instalments. Supplier may invoice Customer for each instalment.

3.7 Delay, default or non-delivery of any instalment by Supplier shall not entitle Customer to cancel or terminate, and shall not affect, the remainder of this Contract.

3.8 Unless otherwise agreed in writing between the Parties, this Contract is for delivery of the Products ex works (Incoterms 2010) at Supplier's normal location for despatch of the Products in the UK. If there is any conflict between the provisions of Incoterms 2010 and this Contract, this Contract shall prevail.

3.9 Notwithstanding the place of delivery (including the risk and responsibility allocation in accordance with the ex works provisions of Incoterms 2010), Supplier reserves the right to arrange and pay for the carriage to Customer's premises (as Customer's agent), and invoice Customer for carriage at the same time as invoicing for the Products.

3.10 Supplier shall inform Customer of the estimated time and date on which the Products will be ready for delivery.

3.11 Customer shall ensure that it is ready for safe receipt (or, as the case may be, collection) of the Products without undue delay.

3.12 If Supplier delivers to premises stipulated by Customer, Supplier may unload the Products at the side of or outside the premises, or such other place as Supplier reasonably considers suitable. Customer shall ensure that there is suitable road to the point at which Supplier carries the Products.

3.13 Customer may be required to sign a delivery note and other documentation upon receipt of the Products. The signing of any such documentation by Customer shall be evidence that the Products have been delivered and in the quantities stipulated in the documentation. Customer shall inspect the Products and packaging for any obvious damage and make a note of any obvious damage when signing.

3.14 All risk in the Products shall pass to Customer upon delivery, provided that where delivery is delayed due to breach by Customer of its obligations under this Contract risk shall pass at the date when delivery would have occurred but for that breach.

3.15 Customer shall keep the Products fully insured on Supplier's behalf with a reputable insurance company to the reasonable satisfaction of Supplier for their full price against all risks of loss or damage from the time when the risk passes to Customer until title passes in accordance with Clause 4. On request, Customer shall provide the policy of insurance to Supplier. If the Products are lost, damaged or destroyed, Customer shall hold the proceeds of insurance for and to the order of Supplier pending Payment.

3.16 If delivery of the Products is delayed or obstructed through Customer's default or breach of this Contract or if Customer unreasonably declines or delays in accepting or taking delivery or receipt of the Products, then (subject to Clause 6) Supplier shall not have any Liability as a result and Supplier may (without prejudice to any other right or remedy available to it) do all or any of the following:

- 3.16.1 charge a reasonable storage or re-delivery fee;
- 3.16.2 sell the Products for Supplier's account; and
- 3.16.3 cancel this Contract as regards any Products that remain to be delivered or performed.

### 4 TITLE

4.1 Notwithstanding delivery, title to and ownership of the Products shall not pass to Customer until Supplier has received in full (in cleared funds) all sums due to it in respect of:

- 4.1.1 the Products; and
- 4.1.2 all other sums which are or which become due to Supplier from Customer on any account; ("Payment").

4.2 Until Payment, Customer shall:

- 4.2.1 hold the Products on a fiduciary basis as Supplier's bailee;
- 4.2.2 hold the Products in good, saleable condition;
- 4.2.3 keep an up-to-date list of the location of Supplier's property and present this to Supplier upon request;
- 4.2.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- 4.2.5 store the Products separately from other goods or in any way so that they remain readily identifiable as Supplier's property.

4.3 Customer may resell the Products before Payment solely on the following conditions:

- 4.3.1 any sale shall be effected in the ordinary course of Customer's business at full market value;
- 4.3.2 any such sale shall be a sale of Supplier's property on Customer's own behalf and Customer shall deal as principal when making such a sale; and
- 4.3.3 Customer shall still be responsible for paying to the full value of the Payment. If Supplier requires, Customer shall authorise and direct such third party buyer to pay to Supplier a like part of the sum due to Customer in respect of the Products sold and assign to Supplier such part of the debt owed to Customer by the third party.

4.4 Supplier may at any time until title passes under this Clause 4 without notice recover possession of the Products which are the property of Supplier. Supplier may also require Customer at Customer's cost, within three days of Supplier's request, to deliver up to Supplier or make available to Supplier for collection from a single accessible collection point as Supplier requires all Products which are the property of Supplier. Customer hereby grants to Supplier for Supplier and its agents, staff, officers, employees and contractors an irrevocable licence to enter for that purpose any premises then occupied by or in the ownership or possession of Customer or Customer's customer. Customer shall indemnify Supplier against all claims, losses, damages, liabilities, costs and expenses so arising in exercising its rights under this Clause 4.4.

4.5 Supplier may recover payment for the Products notwithstanding that ownership of any Products have not passed from Supplier.

4.6 On termination of this Contract, howsoever arising, Supplier's rights contained in this Clause 4 shall remain in effect.

### 5 WARRANTY

5.1 Subject to the rest of this Clause 5, Supplier warrants that, as at delivery, the Products delivered shall:

- 5.1.1 be approximately the amount stated in the Order (although Customer shall pay for the exact quantity actually delivered); and
- 5.1.2 be free from any material manufacturing defect so as to conform with any industry standard expectation for Supplier's description of the Products covered by the Order. This Contract shall not require delivery of any specific grade of Product or any particular fine or special tolerances, unless expressly agreed in writing by an authorised representative of Supplier.

5.2 If Supplier delivers a lesser amount than was in the Order, Supplier shall have the option, as Customer's sole rights and remedies, of promptly delivering to Customer the relevant quantity of Products to make up the shortfall. Supplier does not accept responsibility for any shortages within the delivery unless Customer informs Supplier in writing with full details of the shortages within two Working Days of the date on which the other Products had been delivered to Customer.

5.3 Subject to Clause 5.4, Supplier shall at its option replace or repair or provide a refund or credit note for the delivered Products which are not in conformance with the warranty set out in Clause 5.1 (and the replacement may either be an exact match or something else providing compliance with that warranty).

5.4 Supplier's Liability for defective or damaged Products is subject to:

- 5.4.1 Customer notifying Supplier of any claim promptly upon discovery of the defect or damage, which shall in any event be within two Working Days unless the defect or damage could not reasonably have been ascertained on an inspection on delivery (in which case it shall be within five Working Days of the date of discovery or the date on which Customer should reasonably have discovered it); in each case specifying with reasonable detail the way in which it is alleged that the Products do not conform to this Contract and the circumstances in which it arose;
- 5.4.2 Customer having provided Supplier with Supplier's delivery note number, and such other information and documentation as Supplier reasonably requires at the same time as the notice in Clause 5.4.1;
- 5.4.3 Customer showing to Supplier's reasonable satisfaction that the defect or damage is solely attributable to Supplier's or its supplier's defective design, materials or workmanship in the Products and not: (a) wear or tear from normal use; (b) any act or omission by anyone after delivery; (c) the Products having been misused or subjected to neglect, improper or inadequate care or carelessness (including being dropped), or abnormal usage conditions; (d) the Products having been involved in any accident or attempt at repair, alteration, change or modification other than by Supplier; or (e) the Products having been used other than in accordance with good practice and Supplier's instructions or recommendations;
- 5.4.4 Customer allowing Supplier's representatives the opportunity to inspect, repair and replace the Products; and
- 5.4.5 Customer having paid for the Products in full.

5.5 The warranty in this Clause 5 is limited to Customer. Except to the extent expressly agreed by Supplier in writing, no warranty is made to any other person, whether subsequent buyer or user or customer, or to any bailee, licensee, assignee, employee, agent or otherwise.

5.6 If Supplier delivers wrong, damaged or faulty Products or delays in delivering Products or fails to deliver Products, Customer shall use its best endeavours to mitigate against the effects of that.

5.7 Except where expressly provided for within this Contract, Supplier excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Products.

### LIABILITY

6.1 This Clause 6 prevails over all other Clauses and sets forth the entire Liability of Supplier, and the sole and exclusive remedies of Customer, in respect of:

- 6.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Contract or of any goods or services in connection with this Contract; or
- 6.1.2 otherwise in relation to this Contract or entering into this Contract.

- 6.2 Supplier does not exclude or limit its Liability for:
- 6.2.1 its fraud; or
  - 6.2.2 death or personal injury caused by its Breach of Duty; or
  - 6.2.3 any breach of the non-excludable obligations implied by law as to having title to supply goods; or
  - 6.2.4 supply of a defective Product in accordance with Part I of the Consumer Protection Act 1987; or
  - 6.2.5 any other Liability which cannot be excluded or limited by applicable law.

- 6.3 Subject to the Clause 6.2, Supplier shall not have any Liability in respect of any:
- 6.3.1 indirect or consequential losses, damages, costs or expenses;
  - 6.3.2 loss of actual or anticipated profits;
  - 6.3.3 loss of contracts;
  - 6.3.4 loss of use of money;
  - 6.3.5 loss of anticipated savings;
  - 6.3.6 loss of revenue;
  - 6.3.7 loss of goodwill;
  - 6.3.8 loss of reputation;
  - 6.3.9 ex gratia payments;
  - 6.3.10 loss of business;
  - 6.3.11 loss of operation time;
  - 6.3.12 loss of opportunity; or
  - 6.3.13 loss of, damage to or corruption of, data;
- whether or not such losses were reasonably foreseeable or Supplier or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 6.3.2 to 6.3.13 apply whether such losses are direct, indirect, consequential or otherwise.

- 6.4 Subject to Clause 6.2, the total aggregate Liability of Supplier shall be limited to the greater of: (a) £1,000; or (b) 110% of the total sums paid and total other sums payable under this Contract.

- 6.5 Customer shall take all reasonable steps to make contingency arrangements and insure, against any losses, liabilities, costs or expenses arising out of delay, damage to or non-delivery of Products.

- 6.6 In this Clause 6:

- 6.6.1 "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and
- 6.6.2 "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract, including liability expressly provided for under this Contract or arising by reason of the invalidity or unenforceability of any term of this Contract (and for the purposes of this definition, all references to this "Contract" shall be deemed to include any collateral contract).

## 7 PRICE

- 7.1 Customer shall pay to Supplier the Price and other sums due under this Contract and by the times required.
- 7.2 Unless otherwise expressly agreed by Supplier in writing:
- 7.2.1 Supplier may issue an invoice to Customer for the Price (or the relevant part) and other sums due in connection with the Price prior to delivery of the Products; and
  - 7.2.2 Customer shall pay Supplier in full prior to delivery of the Products.
- 7.3 Where Supplier requires payment in advance of delivery of the Products, delivery of the Products is conditional on Supplier first receiving the advanced payment in cleared funds in full.
- 7.4 Where Supplier agrees in writing to extend credit to Customer, then unless otherwise agreed in writing between the Parties and subject to any credit limit that Supplier has (and updates without notice) for Customer from time to time, Customer shall pay Supplier by the end of the calendar month following the month in which the invoice is dated.
- 7.5 The Price and any other sums due under this Contract are exclusive of any value added tax or other sales, import and export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of the Price and other sums due.
- 7.6 Customer shall pay Supplier by any payment method reasonably stipulated by Supplier.
- 7.7 Unless otherwise stipulated in this Contract or agreed in writing between the Parties, payment shall be in the currency in force in England from time to time.
- 7.8 Payment shall be deemed made when Supplier has received cleared funds in full.
- 7.9 Payment of all sums due to Supplier under this Contract shall be made by Customer in full without any set-off, deduction or withholding whatsoever.
- 7.10 If Customer is late in paying any part of any monies due to Supplier under this Contract or any other contract between the Parties, Supplier may (without prejudice to any other right or remedy available to it whether under this Contract or by any statute, regulation or by-law) do any or all of the following:
- 7.10.1 charge interest on the amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and
  - 7.10.2 require Customer immediately to pay in full for any monies not yet due to Supplier;
  - 7.10.3 sell or otherwise dispose of any Products which are the subject of any Order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and
  - 7.10.4 suspend the performance of this Contract and any other contract between the Parties until Supplier has been paid in full.

## 8 TERM & TERMINATION

- 8.1 This Contract shall commence when it becomes legally binding in accordance with Clause 2.7 and, unless terminated earlier by either Party exercising any right of termination as set out in this Contract, shall continue in force until the later of:
- 8.1.1 Customer having paid in full for all sums due under this Contract; and
  - 8.1.2 Supplier having delivered all the Products to Customer.
- 8.2 Either Party may terminate this Contract immediately by notice in writing to the other Party if:
- 8.2.1 the other Party is in material breach of any of its obligations under this Contract or any other contract between the Parties which is incapable of remedy; or
  - 8.2.2 the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Contract or any other contract between the Parties after having been required in writing to remedy such breach within a period of no less than 30 days; or
  - 8.2.3 the other gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986), or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertakings or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt.
- 8.3 In any event, Supplier may terminate this Contract if Customer is at least five Working Days' late in paying any sum due under this Contract or any other contract between the Parties.
- 8.4 Termination of this Contract shall be without prejudice to any accrued rights or remedies of either Party.
- 8.5 Termination of this Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 8.6 Upon termination of this Contract for any reason:
- 8.6.1 Supplier shall cease to perform this Contract; and
  - 8.6.2 all outstanding sums shall become immediately payable, whether invoiced or not.

## 9 FORCE MAJEURE

- 9.1 Save for obligations in respect of payment of the Price, neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by any circumstances beyond its reasonable control including any act of God, actions or omissions of third parties (including suppliers, couriers, hackers, governments, quasi-governmental, supra-national or local authorities), restrictions on imports or exports, insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.
- 9.2 Each Party agrees to inform the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 9.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 9.4 Should any performance of obligations be delayed under this Clause 9, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 9.5 If the Event of Force Majeure continues without a break for more than one month, either Party may terminate this Contract immediately by notice to the other, in which event neither Party shall have any Liability by reason of such termination.
- 9.6 If Supplier has contracted to provide identical or similar products to more than one customer and is prevented from fully meeting its obligations to Customer by reason of an Event of Force Majeure, Supplier may decide at its absolute discretion which contracts it will perform and to what extent.

## 10 NOTICES

- 10.1 Any notice required or authorised to be given under this Contract shall be in writing and may be served by personal delivery or by overnight courier or by facsimile addressed to the relevant Party at its address stated in this Contract or at such other address or facsimile number as is notified by the relevant Party to the other for this purpose from time to time or at the address or facsimile number of the relevant Party last known to the other.
- 10.2 Any notice so given by post shall be deemed to have been served two Working Days after the same shall have been posted by overnight courier and any notice so given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine, and in proving such service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, despatched or an answerback signal received.

## 11 GENERAL

- 11.1 Unless a Party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either Party in exercising any power, right or remedy under this Contract or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under this Contract or at law.
- 11.2 If any Clause or other provision in this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.
- 11.3 Nothing in this Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.
- 11.4 A person who is not a Party to this Contract has no rights under any law to enforce any term of this Contract.
- 11.5 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. The Parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim brought by Customer arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).