

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

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00am to 5.30pm on any Business Day.
Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended, from time to time, in accordance with clause 13.9.
Contract	the contract between the Supplier and the Customer for the supply of Goods or Services, or Goods and Services in accordance with these Conditions.
Customer	the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.
Delivery Location	has the meaning given in clause 3.2.
Force Majeure Event	means any circumstance not within the Supplier's reasonable control; including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic (including Covid-19, and any variation or mutation thereof); (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority (including imposing an export or import restriction, quota or prohibition); (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) breach, failure or non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.
Goods	the tips, and other goods and products (or any part of them), set out in the Order.
Goods Specification	any specification for the Goods (including any quotation and, relevant plans or drawings) that is provided in writing by the Supplier to the Customer, from time to time; but expressly excluding any description for the Goods on the Website.
Order	the Customer's order for the supply of Goods or Services or Goods and Services, as set out the Customer's signed acceptance of the Supplier's quotation (without amendment).
Services	the transportation, installation, maintenance and ancillary services related or connected to the Goods supplied by the Supplier or its third party contractor to the Customer as set out in the Supplier's quotation or otherwise agreed, in writing, by the Supplier, from time to time.
Supplier	THE TIPI COMPANY (INTERNATIONAL) LTD registered in England and Wales (company number: 14246380) with a registered office address at Unit 1, Jubilee Works, Vale Street, Bolton, England, BL2 6QF.
Warranty Period	has the meaning given in clause 4.1.

Website

the Supplier's current website at www.thetipicompany.com (or such other Supplier website, from time to time).

1.2 Interpretation:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its permitted assigns.
- 1.2.2 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.3 A reference to **writing** or **written** includes email but excludes fax.
- 1.2.4 Any words following the terms **including**, **include**, **in particular**, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Customer signs the Order and pay the relevant deposit, at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Website may, from time to time, set out a description of the Goods and Services; provided always that the Customer acknowledges and agrees such descriptions on the Website shall not form part of the Contract nor have any contractual force, and the Website may not always be up to date, accurate or complete. The Supplier reserves the right to change such descriptions of the Goods at any time (without notice to the Customer and at its absolute discretion) (including any description on the Website).
- 2.4 Except for the Supplier's quotation; any drawings or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or on the Website are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks or attempts to seek to impose or incorporate, or which are implied by law, 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 14 days from its date of issue. The Customer may not amend the Supplier's quotation (at any time) without the Supplier's prior written consent.
- 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 Goods and delivery of Goods

- 3.1 The Goods are described in the Goods Specification. The Supplier reserves the right to amend the Goods Specification, at any time, acting reasonably (including if required by any applicable statutory or regulatory requirement), and the Supplier shall notify the Customer in any such event.
- 3.2 Unless otherwise agreed, in writing, between the parties or if the Customer agrees to collect the Goods from the Supplier's premises; the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 3.3 Any dates quoted for collection or delivery of the Goods are approximate only, and the time of collection or delivery is not of the essence. The Supplier shall not be liable for any delay in collection or delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate collection or delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 3.4 Unless otherwise agreed, in writing, by the Supplier; the Customer is responsible for providing all equipment and manual labour at the Delivery Location, for unloading the Goods.
- 3.5 Subject to clause 9.2; the Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions that are relevant to the supply and/or delivery of the Goods.
- 3.6 If the Customer fails to collect or take delivery of the Goods within three (3) 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:
- 3.6.1 collection or delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 3.6.2 the Supplier shall store the Goods until actual collection or delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 3.7 If ten (10) Business Days after the day on which the Supplier notified the Customer that the Goods were ready for collection or delivery the Customer has not collected or taken actual delivery of the Goods, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.8 The Supplier may charge for, deliver and install the Goods in instalments. Each instalment shall be treated as a separate contract, meaning failure to deliver or defects in one or more instalments shall not entitle the Customer to reject the other instalments, and may require the Customer to pay additional charges (on demand).
- 4 Quality of Goods**
- 4.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
- 4.1.1 conform in all material respects with the Goods Specification;
- 4.1.2 be free from material defects in design, material and workmanship; and
- 4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 4.2 Subject to clause 4.3; if:
- 4.2.1 the Customer gives notice in writing to the Supplier 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
- 4.2.2 the Supplier is given a reasonable opportunity of examining such Goods;
- the Supplier shall (at its absolute discretion) 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 the Goods' failure to comply with the warranty set out in clause 4.1 if:
- 4.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2;
- 4.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 4.3.3 the Customer alters, maintains or repairs such Goods without the prior written consent of the Supplier;
- 4.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions; or
- 4.3.5 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5 Title and risk**
- 5.1 The risk in the Goods shall pass to the Customer on completion of:
- 5.1.1 collection by the Customer of the Goods from the Supplier's premises; or
- 5.1.2 delivery at the Delivery Location; (as the case may be).
- 5.2 Title to the Goods shall not pass to the Customer until the later of: (i) the Goods being delivered at the Delivery Location, and (ii) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 not remove, deface or obscure any identifying mark on or relating to the Goods, or remove the Goods from the Delivery Location;
- 5.3.2 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;
- 5.3.3 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4 (inclusive); and
- 5.3.4 give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.
- 5.4 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises, grounds or facilities of the Customer or of any third party where the Goods are stored or located in order to recover them.
- 6 Supply of Services**
- 6.1 The Supplier shall supply the Services to the Customer in accordance with the Supplier's statement of works in all material respects.
- 6.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified by the Supplier, from time to time; provided always that 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 reserves the right to amend the Service at any time acting reasonably (if necessary to comply with any applicable law or regulatory requirement, if required due to the acts or omissions of any supplier or subcontractor or if the amendment will 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 The Customer shall:
- 7.1.1 provide (at the Customer's risk and expense) adequate access to the Delivery Location (including ensuring vehicles can be driven directly onto the Delivery Location) for unloading and building the Goods in a safe and timely manner; provided always that the Supplier reserves the right to refuse installation if access to the Delivery Location is unsuitable or exceeds 30 meters (unless otherwise agreed with the Supplier in writing);
- 7.1.2 ensure that the Delivery Location has appropriate ground conditions (including being level, clear of debris, trees bushes and waste and well-drained) to allow the Goods to be built safely and timely; provided always that the Customer acknowledges and agrees that the Supplier reserves the right to, and may, refuse to instal the Goods if the ground conditions are unsuitable (as determined by the Supplier in its absolute discretion);
- 7.1.3 ensure that the terms of the Order and any information, data or documentation it provides to the Supplier are complete, up to date, not misleading and accurate;
- 7.1.4 co-operate with the Supplier and its suppliers and subcontractors in all matters relating to the Services and Delivery Location;

- 7.1.5 provide the Supplier, its employees, agents, consultants, suppliers and subcontractors, with access to the Delivery Location, and the Customer's premises and other facilities, as reasonably required by the Supplier to provide the Services (including but not limited to any toilet or bathroom facilities at the Delivery Location);
- 7.1.6 provide the Supplier with such information, data, documentation and materials as the Supplier may reasonably require in order to supply the Goods and Services, and ensure that such information is complete and accurate in all material respects;
- 7.1.7 prepare the Delivery Location and Customer's premises, grounds and facilities for the supply of the Services;
- 7.1.8 obtain and maintain all necessary authorisations, approvals, licences, permissions and consents (including planning permissions) which may be required for the Goods and/or Services before the date on which the Services are to start; and
- 7.1.9 comply with all applicable laws, including health and safety laws.
- 7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act, breach or omission by the Customer, or failure or delay by the Customer to perform any relevant obligation (**Customer Default**), without limiting or affecting any other right or remedy available to it:
- 7.2.1 the Supplier shall 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 in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 7.2.2 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 7.2; and
- 7.2.3 the Customer shall promptly reimburse the Supplier (on written demand) for any costs, expenses or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 7.3 The Customer shall indemnify and hold the Supplier harmless against any losses, damages, liabilities, costs, and expenses (including legal fees) incurred by the Supplier as a result of or in connection with: (i) any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the compliance with the Customer's specifications, instructions, or materials; or (ii) any Customer Default.
- 8 Charges and payment**
- 8.1 The price for Goods and Services:
- 8.1.1 shall be the price set out in the Supplier's quotation or otherwise notified by the Supplier in writing, from time to time; provided always that if there is an error in printing, the Supplier reserves the right (at its absolute discretion) to correct the price accordingly on providing written notice to the Customer; and
- 8.1.2 shall be exclusive of all costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 8.2 The Customer shall pay the price in full as follows:
- 8.2.1 25% of the price at the date of the Customer's Order; and
- 8.2.2 75% of the price at least 2 weeks prior to collection or delivery of the Goods.
- 8.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 8.3.1 any factor beyond the control of the Supplier (including increases in taxes and duties, and increases in labour, materials and other manufacturing or transportation costs);
- 8.3.2 any request by the Customer to change the delivery date(s), or quantities or types of Goods ordered; or
- 8.3.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 8.4 Subject to clause 8.2; the Customer shall pay each invoice submitted by the Supplier:
- 8.4.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- 8.4.2 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 or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.
- 8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then (without limiting the Supplier's remedies under clause 10) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 10% a year above the Bank of England's base rate from time to time, but at 10% a year for any period when that base rate is below 0%.
- 8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9 Limitation of liability**
- 9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in the Contract limits or excludes any liability for:
- 9.2.1 death or personal injury caused by negligence;
- 9.2.2 fraud or fraudulent misrepresentation;
- 9.2.3 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 (title and quiet possession); or
- 9.2.4 any liability that legally cannot be limited or excluded.
- 9.3 Subject to clauses 9.2 and 9.4; the Supplier's total liability to the Customer shall not exceed the sums due and payable by the Customer to the Supplier under or in connection with the Contract.
- 9.4 Subject to clause 9.2; the following types of loss are wholly excluded by the Supplier:
- 9.4.1 loss or damage caused (directly or indirectly) by breach, failure or non-performance by the Supplier's suppliers or subcontractors;
- 9.4.2 loss of profits;
- 9.4.3 loss of sales or business;
- 9.4.4 loss of agreements or contracts;
- 9.4.5 loss of anticipated savings;
- 9.4.6 loss of use or corruption of software, data or information;
- 9.4.7 loss of or damage to goodwill; and
- 9.4.8 indirect or consequential loss.
- 9.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clauses 4 and 6. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6 This clause 9 shall survive termination of the Contract.
- 10 Termination**
- 10.1 Without affecting any other right or remedy available to the Supplier; the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- 10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 10.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of the Customer's business; or
- 10.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, the Supplier may 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 the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4 (inclusive), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 11 Consequences of termination**
- 11.1 On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 12 Confidentiality**
- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, suppliers, subcontractors or professional 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, suppliers, subcontractors or professional advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 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.
- 12.4 This clause 12 shall survive termination of the Contract.
- 13 General**
- 13.1 **Force majeure.** If the Supplier is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, the Supplier shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.
- 13.2 **Assignment and other dealings.**
- 13.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 13.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 13.3 Notices.**
- 13.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the addresses provided, in writing, by a party for this purpose, from time to time.
- 13.3.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 13.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 13.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 13.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 13.7 **Entire agreement.**
- 13.7.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Goods and Services.
- 13.7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 13.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.9 **Variation.** Except as set out in these Conditions; no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties.
- 13.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 13.11 **Jurisdiction.** Each party irrevocably agrees that 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 the Contract or its subject matter or formation.