

## Purchasing Terms and Conditions

### 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 9.00 am to 5.00 pm on any Business Day.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 18.8.

**Contract:** the contract between Boston and the Supplier for the supply of Equipment and/or Services in accordance with these Conditions.

**Boston:** Boston Limited (company number 02771869) registered in England and Wales whose registered office is Unit 5 Curo Park, St Albans, Hertfordshire AL2 2DD.

**Boston Materials:** has the meaning set out in clause 5.3(i).

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Location:** has the meaning given in clause 4.2(b).

**End-user:** any end-user of the Equipment.

**Equipment:** the hardware or any other goods (or any part of them) set out in the Order.

**Equipment Specification:** any specification for the Equipment, including any related plans and drawings, that is agreed in writing by Boston and the Supplier.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** Boston's order for the supply of Equipment and/or Services, as set out in Boston's purchase order form, or in Boston's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by Boston and the Supplier.

**Supplier:** the person or firm from whom Boston purchases the Equipment and/or Services.

#### 1.2 Interpretation:

- (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 personal representatives, successors and permitted assigns.
- (c) 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.

- (d) 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.
- (e) A reference to **writing** or **written** excludes fax but not email.
- (f) Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- (g) A reference to a time of day is a reference to the time in London, the United Kingdom.

## 2. Basis of contract

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

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, including any acceptance of Equipment or Services by Boston.

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

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

## 3. Supply of Equipment

3.1 The Supplier shall ensure that the Equipment shall:

- (a) correspond with its description and any applicable Order and Equipment Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Boston, expressly or by implication, and in this respect Boston relies on the Supplier's skill and judgement;
- (c) be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Equipment.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Equipment.

3.3 Boston may inspect and test the Equipment at any time before delivery. The Supplier shall remain fully responsible for the Equipment despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing or further inspections or tests Boston considers that the Equipment does not comply or is unlikely to comply with the Supplier's undertakings at clause 3.1, Boston shall inform the Supplier and the Supplier shall immediately inform Boston of any proposed remedial action to ensure compliance. Boston may, at its option, either permit the Supplier to undertake any proposed remedial action, or accept in whole or part such Equipment supplied by the Supplier, or terminate the contract for material breach under clause 14.1(b) below without affecting any other right or remedy available to it.

3.5 Boston may conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 4. Delivery of Equipment

4.1 The Supplier shall ensure that:

- (a) the Equipment is properly packed and secured in such manner as to enable it to reach its destination in good condition;
- (b) it states clearly on the delivery note any requirement for Boston to return any packaging material for the Equipment to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Equipment:

- (a) on the date specified in the Order or, if no such date is specified, then within 14 days of the date of the Order;
- (b) to Boston's premises or such other location as is set out in the Order or as instructed by Boston before delivery (**Delivery Location**); and
- (c) during Business Hours or as instructed by Boston.

4.3 Delivery of the Equipment shall be completed on the completion of unloading of the Equipment at the Delivery Location.

4.4 The Supplier shall not deliver the Equipment in instalments without Boston's prior written consent. Where it is agreed that the Equipment is delivered by instalments, the instalments may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Boston to the remedies set out in clause 6.1.

4.5 Title and risk in the Equipment shall pass to Boston on completion of delivery.

## 5. Supply of Services

5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Boston in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Boston notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with Boston in all matters relating to the Services, and comply with all instructions of Boston;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Boston expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Boston, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Boston's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Boston to the Supplier (**Boston Materials**) in safe custody at its own risk, maintain Boston Materials in good

condition until returned to Boston, and not dispose of or use Boston Materials other than in accordance with Boston's written instructions or authorisation;

- (j) not do or omit to do anything which may cause Boston to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Boston may rely or act on the Services; and
- (k) comply with any additional obligations as set out in the Service Specification;

## 6. Customer remedies

6.1 If the Supplier fails to deliver the Equipment by the applicable date or to perform the Services by the applicable date, Boston shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services or delivery of the Equipment which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by Boston in obtaining substitute goods or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Equipment that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Boston which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Equipment that does not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Boston shall have one or more of the following rights and remedies, whether or not it has accepted the Equipment:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Equipment (in whole or in part) whether or not title has passed and to return it to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Equipment, or to provide a full refund of the price of the rejected Equipment;
- (d) to refuse to accept any subsequent delivery of the Equipment which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by Boston in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Boston arising from the Supplier's failure to supply Equipment in accordance with clause 3.1.

6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, Boston shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services ;
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by Boston in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Boston arising from the Supplier's failure to comply with clause 5.3(d).

- 6.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 6.5 Boston's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 7. Charges and payment**
- 7.1 The price for the Equipment:
- (a) shall be the price set out in the Order; and
  - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Equipment. No extra charges shall be effective unless agreed in writing and signed by Boston.
- 7.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Boston, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3 In respect of the Equipment, the Supplier shall invoice Boston on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Boston at the periods or in full on completion of the Services, as specified in the Order. Each invoice shall include such supporting information required by Boston to verify the accuracy of the invoice, including the relevant purchase order number.
- 7.4 In consideration of the supply of Equipment and/or Services by the Supplier, Boston shall pay the invoiced amounts to a bank account nominated in writing by the Supplier according to the credit terms agreed between the parties.
- 7.5 All amounts payable by Boston under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Boston, Boston 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 Equipment and/or Services at the same time as payment is due for the supply of the Equipment and/or Services.
- 7.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Boston to inspect such records at all reasonable times on request.
- 7.7 Boston may at any time, without notice to the Supplier, set off any liability of the Supplier to Boston against any liability of Boston to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Boston of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 8. Intellectual property rights**
- 8.1 The Supplier grants to Boston, or shall procure the direct grant to Boston of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Boston Materials) for the purpose of receiving and using the Services and the Deliverables.
- 8.2 Boston grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Boston to the Supplier for the term of the Contract for the purpose of providing the Services to Boston.
- 8.3 The Supplier acknowledges that all rights in Boston Materials are and shall remain the exclusive property of Boston.
- 9. Indemnity**
- 9.1 The Supplier shall indemnify Boston against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Boston arising out of or in connection with:

- (a) any claim made against Boston for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Equipment, or receipt, use or supply of the Services (excluding Boston Materials);
- (b) any claim made against Boston by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Equipment, as delivered, or the Deliverables; and
- (c) any claim made against Boston by a third party arising out of or in connection with the supply of the Equipment, as delivered, or the Services, or any breach of these Conditions, or any term or obligation implied by law, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

## 10. Insurance

10.1 During the term of the Contract and for a period of three year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Boston's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 11. Confidentiality

11.1 Each party undertakes that it shall not at any time after termination or expiry 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 11.2.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the 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.

11.4 The Supplier shall not make use of Boston's name and/or logo (or the name and/or logo of the any End-User) or any information about the Contract, or any information acquired through its performance of the Contract or dealings with Boston for publicity or marketing purposes without the prior written consent of Boston. This shall include use of Boston's name (or the name of any End-user) for the purposes of pitch documents, credentials, on websites and any other marketing information.

## 12. Compliance with relevant laws and policies

12.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable modern slavery laws, statutes and regulations from time to time in force, including but not limited to the UK Modern Slavery Act 2015; and shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance; and
- (b) comply with all other applicable laws, statutes, regulations and codes from time to time in force; and
- (c) comply with Boston's Supplier Code of Conduct (as may be updated from time to time), a copy of which can be viewed on Boston's website, and can be provided to the Supplier on request.

12.2 Without prejudice to clause 12.1 above, both parties will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act. Both parties shall also ensure all of their sub-contractors, employees and other representatives engaged on a Contract so comply. The Supplier will promptly report to Boston any

request or demand for any undue financial or other advantage of any kind received by the Supplier (or its sub-contractors, employees or representatives) in connection with the Contract, Boston or the End-User.

### 13. Data protection

**13.1 Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation, and where applicable the EU General Data Protection Regulation, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**13.2** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

**13.3** Either party may, at any time on not less than 30 days' notice, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

### 14. Termination

**14.1** Without affecting any other right or remedy available to it, Boston may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a breach of clause 12.1
- (b) the Supplier 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 fourteen (14) days after being notified in writing to do so;
- (c) the Supplier 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Supplier'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.

### 15. Consequences of termination

**15.1** On termination of the Contract, the Supplier shall immediately deliver to Boston all Deliverables whether or not then complete, and return all Boston Materials. If the Supplier fails to do so, then Boston may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

**15.2** Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**15.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### 16. Force majeure

**16.1** Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from circumstances beyond its reasonable control, which by their nature could not have been foreseen or were unavoidable if foreseeable. The time for performance of

such obligations shall be extended accordingly. Should such circumstances result in delay by the Supplier in performing its obligations under the Contract, for more than four weeks, Boston may, without limiting its other rights or remedies, terminate the Contract at any time thereafter with immediate effect by giving written notice to the Supplier.

## 17. Indemnity and Liability

17.1 Supplier shall keep Boston and its affiliates indemnified and hold them harmless against all liabilities, costs, expenses, damages and losses (including direct, indirect and consequential losses, losses of profit, all interest, penalties, and reasonable professional costs and expenses) suffered or incurred by Boston and its affiliates as a result of or in connection with: (a) any breach of these Terms (including any breach of any warranties or representations contained herein) by Supplier; and (b) any claim in connection with the Goods (including for actual or alleged infringement of a third party's IPR), to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

17.2 Except in respect of injury to or death of any person caused by negligence, fraud or fraudulent misrepresentation (for which no limitation of liability applies), the Boston's liability pursuant to this Agreement shall not exceed the charges payable by the Boston in relation to this Agreement in the preceding 12 month period.

## 18. General

18.1 Assignment and other dealings.

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

18.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Boston. If Boston consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) 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)
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) 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.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any mediation, arbitration or other method of dispute resolution.

18.4 **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 of the Contract is deemed deleted under this clause 18.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.5 **Waiver.**

- (a) Except as set out in clause 2.5, 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.



- (b) 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.

**18.6 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**18.7 Third party rights.**

- (a) 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.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**18.8 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives. In the event that Boston proposes a variation of these Conditions or the Contract, the Supplier will use all reasonable endeavours to accommodate the proposed change. If a proposed change shall result in an increase in the cost of the Contract, the Supplier will endeavour to keep such cost to a minimum and shall negotiate in good faith with Boston to agree a reasonable revised price. The Supplier will not proceed with any change unless it has consent in writing from Boston to do so.

**18.9 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.

**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.