

## Container Conversions Terms and Conditions

The Customer's attention is drawn in particular to the provisions of clause 12

### 1. Interpretation

#### 1.1. Definitions:

"Applicable Law"	laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes.
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Collection Location"	the collection location as set out in the Contract Details Form.
"Commencement Date"	has the meaning given in clause 2.4.
"Conditions"	the terms and conditions set out in this document.
"Contract"	the contract between the Supplier and the Customer for the supply of the Goods and/or Services in accordance with these Conditions (including the Contract Details Form).
"Contract Details Form"	the contract details form for the Goods and/or Services appended to these Conditions.
"Customer"	the person or firm who purchases the Goods and/or Services from the Supplier as set out in the Contract Details Form.
"Deliverables"	means the output of the Services, including design documents and specifications and other documentary deliverables described in the definition of the Services set out in the Contract Details Form.
"Delivery Location"	the delivery location as set out in the Contract Details Form.

"Force Majeure Event"	an event or circumstance beyond a Party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; 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.
"Goods"	the goods (or any part of them) set out in the Contract Details Form in the section "Description of Goods".
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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.
"Price"	the price for the Goods and/or Services as set out in the Contract Details Form.
"Services"	the services, including the provision of the Deliverables, supplied by the Supplier to the Customer as set out in the Contract Details Form.
"Supplier"	Parsons Containers Limited (registered in England and Wales with company number 04112119) whose registered office is at The Manor House, West End Sedgefield, Stockton-On-Tees, Cleveland TS21 2BW.
"Supplier Materials"	all materials, equipment, documents and other property of the Supplier.

## 1.2. Interpretation:

- 1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.2.2. A reference to a Party includes its personal representatives, successors and permitted assigns.
- 1.2.3. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5. a reference to **writing** or **written** includes emails.
- 1.2.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## 2. **Basis of contract**

- 2.1. The Supplier ("**We**", "**Us**" or "**Our**") shall sell and to you, the Customer, ("**You**" or "**Your**") (individually a "**Party**", together the "**Parties**") shall buy the Goods and/or the Services in accordance with these Conditions.
- 2.2. These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3. You are responsible for ensuring that the terms contained within the Contract Details Form are complete and accurate.
- 2.4. Your order for the Goods and/ or the Services shall only be deemed to be accepted when We issue these Conditions to You ("**Commencement Date**").
- 2.5. You waive any right that You might otherwise have to rely on any term endorsed upon, delivered with or contained in any of Your documents that is inconsistent with these Conditions.
- 2.6. Any samples, drawings, descriptive matter or advertising produced or issued by Us and any descriptions or illustrations of the Goods and/or Services contained in Our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.7. A quotation for the Goods and/or Services given by Us shall not constitute an offer. A quotation shall only be valid for a period of 10 Business Days' from its date of issue.
- 2.8. 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**

- 3.1. The Goods are described in the Contract Details Form.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a specification supplied by You, You shall indemnify Us 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 professional costs and expenses) suffered or incurred by Us arising out of or in connection with any claim made against Us for actual or alleged infringement of a third party's Intellectual Property rights arising out of or in connection with Our use of such specification. This clause 3.2 shall survive termination of the Contract.

- 3.3. We reserve the right to amend the Goods if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Goods, and We shall notify You in any such event.

#### 4. **Delivery of Goods**

- 4.1. Subject to clause 4.2, You shall collect the Goods from the Collection Location within three Business Days of Us notifying You that the Goods are ready.

- 4.2. We may agree with you to deliver the Goods to a Delivery Location, in which event we will make a separate delivery charge and will notify you in writing as to the date(s) upon which delivery is to be made. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time.

- 4.3. Where clause 4.2 applies, You shall be responsible for and shall ensure that:

4.3.1. You provide adequate and accurate delivery instructions or such other guidance and assistance that is requested for the delivery of the Goods;

4.3.2. We, Our employees, agents, consultants and subcontractors are provided with access to the Delivery Location to deliver the Goods;

4.3.3. access to and inside the Delivery Location is suitable for the delivery vehicle to deliver and unload the Goods and is free from obstacles;

4.3.4. You provide a place at the Delivery Location which is suitable for the Goods to be unloaded;

4.3.5. the ground on which the Goods are to be unloaded is suitable to hold the Goods;

4.3.6. You facilitate the unloading of the Goods by the haulier and ensure that the Goods are unloaded within 30 minutes of the haulier's arrival at the Delivery Location;

4.3.7. You obtain and maintain all necessary licences, permissions, consents and insurances which may be required for the unloading and storage of the Goods at the Delivery Location; and

4.3.8. You comply with all applicable laws, including health and safety laws in respect of the unloading, storage and use of the Goods.

- 4.4. Where delivery is made pursuant to clause 4.1, delivery shall be deemed to be completed upon the completion of loading of the Goods at the Collection Location.

- 4.5. Where delivery is made pursuant to clause 4.2, delivery shall be deemed to be complete upon the completion of unloading of the Goods at the Delivery Location.

- 4.6. Any dates quoted for delivery of the Goods shall be an approximate only, and the time for delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by:
- 4.6.1. a Force Majeure Event;
  - 4.6.2. adverse weather conditions in which the haulier deems delivery or the unloading of the Container(s) to be unsafe or impractical;
  - 4.6.3. Your failure to provide Us with adequate instructions that are relevant to the supply of the Goods; or
  - 4.6.4. any other reason which is beyond Our control.
- 4.7. If We fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by You in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We 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 Your failure to provide Us with adequate instructions that are relevant to the supply of the Goods.
- 4.8. If You fail to take delivery of the Goods pursuant to clause 4.1 within three Business Days of Us notifying You that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event Our failure to comply with our obligations under the Contract:
- 4.8.1. collection of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following delivery; and
  - 4.8.2. We shall store the Goods until collection takes place, and charge You for all related costs and expenses (including insurance).

If ten (10) Business Days after delivery You have not collected the Goods, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.

## 5. **Compliance with Laws**

- 5.1. You shall be responsible for and shall ensure that:
- 5.1.1. You obtain and maintain all necessary approvals, licences, permissions, consents (including without limitation planning consents) and insurances which may be required for the transportation, storage and Your proposed use of the Goods; and
  - 5.1.2. You comply with all Applicable Laws (including without limitation health and safety laws) in respect of the transportation, storage and your proposed use of the Goods.

## 6. **Quality of Goods**

- 6.1. Subject to clauses 6.3 and 6.4, we warrant that on delivery, and for a period of 12 months from delivery ("**Warranty Period**"), the Goods shall:

- 6.1.1. conform in material respects to their description as set out in the Contract Details Form; and
- 6.1.2. be free from defects in design, materials and workmanship.
- 6.2. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3. We do not warrant that the Goods (including any component or part of the Goods), are compliant with all Applicable Laws that may from time to time apply to the design or manufacture of the Goods. It is Your responsibility to ensure that Goods (including all elements of their design, materials and components) are compliant with all Applicable Laws and that their use (including use for a purpose made known to Us, and/or where any element of the design of the Goods results from design services provided by Us) shall not result in the breach of Applicable Laws.
- 6.4. The warranty set out in clause 6.1 does not extend to parts, materials or equipment not manufactured by Us, in respect of which You shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer to Us and to the extent that We are able to pass such benefit to You.
- 6.5. Subject to clause 6.6, in the event that Goods do not comply with the warranty set out in clause 6.1, We shall, at Our option, repair or replace the relevant Goods, or refund the price of the relevant Goods in full if:
  - 6.5.1. You give notice in writing during the Warranty Period within a reasonable time of discovery that the Goods do not comply with the warranty set out in clause 6.1;
  - 6.5.2. We are given a reasonable opportunity of examining such Goods; and
  - 6.5.3. We are given a reasonable opportunity to repair such goods in situ
  - 6.5.4. Such goods cannot, in our opinion, be repaired in situ we will advise You in writing or by e-mail and remove such goods to Our place of business or such place as We require where, We are given a reasonable opportunity to repair such goods
- 6.6. We shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:
  - 6.6.1. You make any further use of such Goods after giving notice in accordance with clause 6.5.1;
  - 6.6.2. the defect arises because You failed to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade or regulatory practice regarding the same;
  - 6.6.3. Your failure to comply with clause 5;
  - 6.6.4. You alter or repair such Goods without Our express written consent;
  - 6.6.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

- 6.6.6. the Goods differ from their description as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements.
- 6.7. Except as expressly provided in this clause 6, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.8. These Conditions shall apply to any repaired or replacement Goods supplied by Us.

7. **Title and risk**

- 7.1. The risk in the Goods shall pass to You on delivery.
- 7.2. Title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds).
- 7.3. Until title to the Goods has passed to You, You shall:
  - 7.3.1. store the Goods so that they remain readily identifiable as Our property;
  - 7.3.2. not remove, deface or obscure any identifying mark on or relating to the Goods;
  - 7.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price from delivery;
  - 7.3.4. notify Us immediately if You become subject to any of the events listed in clause 13; and
  - 7.3.5. give Us such information relating to the Goods as We may require from time to time.
- 7.4. If before title to the Goods passes to You, You become subject to any of the events listed in clause 13.1, then, without limiting any other right or remedy, We may enter Your premises or the premises of any third party where the Goods are stored in order to recover them.

8. **Supply of Services**

- 8.1. We shall supply the Services in accordance with the Contract Details Form.
- 8.2. We shall use reasonable endeavours to meet any performance dates for the Services set out in the Contract Details Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3. We reserve the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and We shall notify You in any such event.
- 8.4. We warrant to the Customer that the Services will be provided using reasonable care and skill.

9. **Customer's obligations**

9.1. You shall:

- 9.1.1. co-operate with Us in all matters relating to the Services;
- 9.1.2. provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.3. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 9.1.4. comply with any additional obligations as set out in the Contract Details Form.

9.2. If Our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by You or Your failure to perform any relevant obligation ("**Customer Default**"):

- 9.2.1. without limiting or affecting any other right or remedy available to Us, We shall have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays of performance of any of Our obligations;
- 9.2.2. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Our failure or delay to perform any of Our obligations as set out in this clause 9.2; and
- 9.2.3. You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from the Customer Default.

10. **Price and payment**

10.1. The price for the Goods and/or Services shall be the Price.

10.2. We reserve the right, by giving notice to You at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase that is due to:

10.2.1. any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

10.2.2. any request by You to change the delivery date(s), quantities or types of Goods and/or Services); or

10.2.3. any delay caused by Your instructions or Your failure to give Us adequate or accurate information or instructions.

10.3. The Price:



- 10.3.1. excludes amounts in respect of value added tax ("**VAT**"), which You shall additionally be liable to pay to Us at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 10.3.2. excludes the costs and charges of insurance and transportation of the Goods.
- 10.4. We shall invoice You for the Goods and/or Services at the times and/or intervals set out in the Contract Details Form.
- 10.5. You shall pay all invoices within 3 Business Dates of receipt, unless stated otherwise in the Contract Details Form. Time for payment is of the essence.
- 10.6. Without prejudice to any other rights or remedies We may have, if You fail to make any payment due to Us under the Contract by the due date for payment, then:
  - 10.6.1. We may suspend performance of the Services and/or delivery of Goods until all monies due to us are paid in full; and
  - 10.6.2. You shall pay interest on any overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 10.7. You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by You against any amount payable by Us to You.

## 11. **Intellectual Property Rights**

- 11.1. All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than any Intellectual Property Rights provided by You) shall be owned entirely by Us and shall only be transferred to You upon receipt of the Price in full and cleared funds.
- 11.2. You grant Us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by You to Us for the term of the Contract for the purpose of providing the Services to the You.

## 12. **Limitation of liability**

- 12.1. Nothing in these Conditions shall limit or exclude Our liability for:
  - 12.1.1. death or personal injury caused by our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
  - 12.1.2. fraud or fraudulent misrepresentation; or
  - 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.2. Subject to clause 12.1:

12.2.1. We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

12.2.1.1. loss of profits;

12.2.1.2. loss of sales or business;

12.2.1.3. loss of agreements or contracts;

12.2.1.4. loss of anticipated savings;

12.2.1.5. loss of use or corruption of software, data or information;

12.2.1.6. loss of or damage to goodwill; or

12.2.1.7. indirect or consequential loss

arising under or in connection with the Contract (and for the avoidance of doubt, any loss, cost or damage arising from the loss of, or damage to the Goods, any item from time to time stored in the Goods, or any third party property following delivery shall be considered as an indirect or consequential loss); and

12.2.2. Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Goods and/or Services to which the claim relates.

12.3. We have given commitments as to compliance of the Goods and Services with relevant specifications in clause 6.1 and clause 8. 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.

12.4. This clause 12 shall survive termination of the Contract.

### 13. **Termination**

13.1. Without limiting its other rights or remedies, We may terminate this Contract with immediate effect by giving written notice to You if:

13.1.1. You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within five days of being notified in writing to do so;

13.1.2. You take any step or action in connection with Your entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), 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 Your 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;

- 13.1.3. You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; or
- 13.1.4. Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.
- 13.2. Without limiting its other rights or remedies, We may suspend provision of the Goods and/or Services under the Contract or any other contract between You and Us if You become subject to any of the events listed in clause 13.1.1 to clause 13.1.4, or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.
- 13.3. Without limiting our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment.
- 13.4. On termination of the Contract for any reason, You shall immediately:
  - 13.4.1. pay all our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt; and
  - 13.4.2. return all any Supplier Materials, Deliverables or Goods which have not been fully paid for. If You fail to do so, then We may enter Your premises or any other premises where the Supplier Materials, Deliverables or Goods are being held and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 13.5. Termination or expiry of the Contract shall not affect the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 13.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. **Force majeure**

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for three months, the Party not affected may terminate this Contract by giving five Business Days' written notice to the affected Party.

15. **General**

15.1. **Assignment and other dealings.**

- 15.1.1. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.1.2. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without Our prior written consent.

**15.2. Confidentiality.**

15.2.1. Each Party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 15.2.2.

15.2.2. Each Party may disclose the other Party's confidential information:

15.2.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 15.2; and

15.2.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.2.3. 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 this agreement.

**15.3. Entire agreement.**

15.3.1. This 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 its subject matter.

15.3.2. 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 this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.4. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives) and shall remain subject to these Conditions.

15.5. **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent

necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 15.6 shall not affect the validity and enforceability of the rest of the Contract.

**15.7. Notices.**

15.7.1. Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause 15.7, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

15.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.7.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

15.7.3. The provisions of this clause 15.7 shall not apply to the service of any proceedings or other documents in any legal action.

15.8. **Third party rights.** No one other than a Party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

15.9. **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.

15.10. **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 this Contract or its subject matter or formation.