

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Conditions, the following definitions apply:
- 1.1.1. **Acceptance:** the Customer's written or oral acceptance of the Proposal (including, where applicable, the acceptance of one of a number of proposals put forward by the Supplier in the Proposal).
 - 1.1.2. **Account:** a credit account held by the Customer with the Supplier.
 - 1.1.3. **Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
 - 1.1.4. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.1.
 - 1.1.5. **Contract:** the contract between the Supplier and the Customer for the supply of Goods in accordance with these Conditions.
 - 1.1.6. **Customer:** the person who purchases the Goods from the Supplier.
 - 1.1.7. **Delivery Location:** means the location for delivery of the Goods to the Customer, as set out set out in the Order or such other location as the parties may agree.
 - 1.1.8. **Force Majeure Event:** has the meaning given to it in clause 15.1.
 - 1.1.9. **Goods:** the goods (or any part of them) set out in the Proposal.
 - 1.1.10. **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - 1.1.11. **Installation:** installation of the Goods by the Supplier. **Install** shall be interpreted accordingly.
 - 1.1.12. **Order:** the Customer's request for the supply of Goods and/or Services.
 - 1.1.13. **Proposal:** the Supplier's proposal document relating to the provision of Goods in accordance with these Conditions.
 - 1.1.14. **Specification:** any specification for or description of the Goods, including any relevant plans or drawings, as set out in the Proposal.
 - 1.1.15. **Supplier:** Armashield LLP (registered number OC377089) established in the United Kingdom whose registered office is at Innovation House, Havant, Hampshire, PO9 1UH.
 - 1.1.16. **Warranty Period:** a period of 12 months from the date of installation of the Goods or, where the Supplier has not agreed to install such Goods under the Contract, the date of delivery in accordance with these Conditions.
- 1.2. In these Conditions, the following rules apply :
- 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 statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.3. 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; and
 - 1.2.4. a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1. A Customer may submit an Order to purchase Goods in accordance with these Conditions.
- 2.2. The Supplier may either reject an Order or submit a Proposal to the Customer in respect of an Order. A Proposal may contain more than one proposal in relation to the Goods requested in an Order.
- 2.3. The Contract shall come into existence on the Acceptance by the Customer of the Supplier's Proposal.
- 2.4. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Goods contained in the Supplier's catalogues or brochures or on the Supplier's website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.6. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Conditions shall apply to the Contract notwithstanding that the Customer has not signed a copy of them or the Proposal and the Customer's Acceptance of a Proposal and/or instructions to the Supplier to supply the Goods shall amount to acceptance of these Conditions.
- 2.7. Any Proposal is only valid for a period of three calendar months from its date of issue after which time it may be varied or withdrawn by the Supplier without liability to the Customer.

3. GOODS

- 3.1. The Goods are described in the Proposal.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with 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 Supplier's use of such Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements or if Armashield reasonably believes that such amendments are in the interests of the Customer.

4. DELIVERY OF GOODS

- 4.1. The Supplier shall not provide a delivery note with any delivery of the Goods unless specifically requested to do so by the Customer.
- 4.2. The Supplier shall deliver the Goods to the Delivery Location at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3. Delivery of the Goods shall be completed on the Installation of the Goods at the Delivery Location unless the Supplier has not agreed to Install the Goods, in which case delivery shall be completed on the arrival of the Goods at the Delivery Location. Where the Supplier has agreed not to Install the Goods, the Customer shall be responsible for unloading the Goods on arrival at the Delivery Location.
- 4.4. Any dates quoted for delivery of the Goods and/or Installation are approximate only, and the time of delivery or Installation is not of the essence. The Supplier shall not be liable for any delay in delivery or Installation of, or failure to deliver or Install, the Goods to the extent that such delay or failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Installation.
- 4.5. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses reasonably incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.6. If, for any reason, on the date for delivery the Customer fails to take delivery of any of the Goods due to the Customer's fault:
 - 4.6.1. risk in the Goods will immediately pass to the Customer;
 - 4.6.2. the Goods will be deemed to have been delivered; and
 - 4.6.3. the Supplier may:
 - 4.6.3.1. store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including storage and insurance);
 - 4.6.3.2. require immediate payment of the price due from the Customer in respect of the Goods; and/or
 - 4.6.3.3. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage, insurance and selling expenses) account to the Customer for the excess over, or charge the Customer for any shortfall below, the price of the Goods.
- 4.7. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

- 5.1. Notwithstanding the fact that certain goods supplied by the Supplier are covered by a manufacturer's warranty which lasts for a longer period than the Warranty Period, the Supplier warrants that on delivery, and for the Warranty Period, the Goods shall:

- 5.1.1. conform in all material respects with their description and any applicable Specification;
- 5.1.2. be free from material defects in design, material and workmanship; and
- 5.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2. Subject to clause 5.4, if:
 - 5.2.1. the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2. the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,
 - 5.2.3.1. the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3. Where Goods are covered by a manufacturer's warranty lasting beyond the expiry of the Warranty Period and the Customer wishes the Supplier to handle any complaints in relation to such Goods which become defective outside the Warranty Period, the Supplier reserves the right to charge the Customer a reasonable administration fee for handling such complaint.
- 5.4. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
 - 5.4.1. the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.4.2. the defect arises after the expiry of the Warranty Period;
 - 5.4.3. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or the provisions of any manual (including any applicable operations and maintenance manual) provided by the Supplier or (if there are none) good trade practice;
 - 5.4.4. the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - 5.4.5. the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.4.6. the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal working conditions or as a direct or indirect result of any of the Goods being broken into or entry into any Goods being forced; or
 - 5.4.7. the Goods differ from the Specification as a result of changes made pursuant to condition 3.3.
- 5.5. The Customer acknowledges that the Goods are intended to act only as a deterrent against theft or break-in and the Supplier does not warrant that the Goods will prevent any premises from being broken into.
- 5.6. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.7. The terms of this clause 5 shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.
- 6. TITLE AND RISK**
 - 6.1. Risk in the Goods shall pass to the Customer on completion of delivery or Installation (as applicable and whichever is the later) in accordance with these Conditions.
 - 6.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
 - 6.2.1. the Goods; and
 - 6.2.2. any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
 - 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1. hold the Goods on a fiduciary basis as the Supplier's bailee;
 - 6.3.2. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.4. 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;
 - 6.3.5. notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.7; and
 - 6.3.6. give the Supplier such information relating to the Goods as the Supplier may require from time to time,
 - 6.3.6.1. but the Customer may resell or use the Goods in the ordinary course of its business.
 - 6.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.7, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. INSTALLATION OF THE GOODS**
 - 7.1. The Supplier shall Install the Goods in accordance with the Specification in all material respects.
 - 7.2. The Supplier shall have the right to make any changes to the arrangements relating to Installation which are necessary to comply with any applicable law or safety requirement and the Supplier shall notify the Customer in any such event.
 - 7.3. The Supplier warrants to the Customer that the Goods will be Installed using reasonable care and skill.
- 8. CUSTOMER'S OBLIGATIONS**
 - 8.1. The Customer shall:
 - 8.1.1. ensure that the Order and the Specification (if submitted by the Customer) are complete and accurate;
 - 8.1.2. co-operate with the Supplier in all matters relating to Installation;
 - 8.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to Install the Goods; and
 - 8.1.4. prepare the Customer's premises for the Installation.
 - 8.2. If Installation is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 8.2.1. the Supplier shall without limiting its other rights or remedies have the right to suspend Installation until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 8.2.2. 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 Install the Goods; and
 - 8.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 9. CHARGES AND PAYMENT**
 - 9.1. The price for the Goods shall be the price set out in the Proposal (the **Price**). Unless specified otherwise by the Supplier, the Price is inclusive of all costs and charges of packaging, insurance, transport and Installation of the Goods (including transport and labour of the Supplier's personnel in connection with such Installation).
 - 9.2. The Supplier reserves the right to increase the Price, 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:
 - 9.2.1. any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.2.2. any request by the Customer to change the delivery or Installation date(s), quantities or types of Goods ordered, or the Specification;
 - 9.2.3. any delay caused by any instructions of the Customer in respect of the Goods and/or Installation or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods and/or Installation; or
 - 9.2.4. any failure by the Customer to allow the Supplier access to the Delivery Location on the due date for delivery and/or Installation or any other action or inaction by the Customer which results in the Supplier being unable to access the Delivery Location on the due date for delivery and/or Installation.
 - 9.3. The Supplier shall invoice the Customer on or at any time after completion of Installation or, where the Supplier has not agreed to Install such Goods under the Contract, the date of delivery of the Goods, in accordance with these Conditions.

- 9.4. If the Customer has an Account, the Customer shall pay each invoice within 30 days of the last day of the month in which the Supplier's invoice is dated.
- 9.5. If the Customer does not have an Account, payment of the Supplier's invoice shall become due and payable on the date of such invoice.
- 9.6. Notwithstanding any other provision of the Contract, the Supplier reserves the right to require the Customer to pay a deposit in respect of the Goods in advance of delivery, Installation of performance of such Goods of not more than 50% of the Price.
- 9.7. The Customer shall pay each invoice submitted by the Supplier in pounds Sterling in full and in cleared funds to the bank account nominated in writing by the Supplier from time to time and time for payment shall be of the essence of the Contract.
- 9.8. 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 pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 9.9. Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per annum above National Westminster Bank Public Limited Company's then current base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 9.10. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1. All Intellectual Property Rights in or arising out of or in connection with the Goods (including those subsisting in any manual issued by the Supplier) shall be owned by the Supplier.
- 10.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3. Where applicable, the Supplier grants the Customer a non-exclusive, royalty-free, non-transferable licence to use any drawings or designs (including computer-aided designs) prepared by the Supplier solely for the proper receipt and enjoyment of the Goods. The Intellectual Property Rights in such materials shall remain with and vest in the Supplier and the Customer shall have no right to grant any licence to others in respect of such materials or the Intellectual Property Rights therein.
- 11. CONFIDENTIALITY**
- 11.1. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, designs, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10.2 shall survive termination of the Contract.
- 12. LIMITATION OF LIABILITY**
- 12.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation:
- 12.2. Subject to clause 12.1:
- 12.2.1. the Supplier shall under no circumstances whatever be liable to the Customer:
- 12.2.1.1. whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; or
- 12.2.1.2. for any loss incurred by the Customer which arises as a direct or indirect result of any of the Goods being broken into or entry into any Goods being forced; or
- 12.2.1.3. for any loss incurred in the circumstances described in clause 5.4; and
- 12.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum recoverable under the Supplier's then current insurances.
- 12.3. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4. This clause 12 shall survive termination of the Contract.
- 13. TERMINATION**
- 13.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1. the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing of the breach;
- 13.1.2. the other party suspends its business or payment of its debts or is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or otherwise becomes insolvent or (being a partnership) suffers bankruptcy orders being made against any one of its partners;
- 13.1.3. an administrator, administrative receiver, receiver or manager, liquidator or other similar officer is appointed in respect of the other party;
- 13.1.4. a winding up order or bankruptcy order is made against the other party or the other party passes a resolution or makes a determination for it to be wound up;
- 13.1.5. a judgment, order or award made against the other party is outstanding and not discharged within 10 days or any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of the other party and not lifted, withdrawn or discharged within 10 days;
- 13.1.6. any arrangement, compromise or composition of the other party's debts is proposed or made by or with the other party;
- 13.1.7. any event occurs in relation to the other party in any jurisdiction in which it is incorporated, resident or carries on business which is analogous to any of those stated in clauses 13.1.2 to 13.1.6 (inclusive);
- 13.2. Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- 13.2.1. by giving the Customer 28 days' written notice;
- 13.2.2. with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3. Without limiting its other rights or remedies, the Supplier shall have the right to suspend all further deliveries or Installation of the Goods under the Contract or any other contract between the Customer and the Supplier if:
- 13.3.1. the Customer fails to make pay any amount due under this Contract on the due date for payment; or
- 13.3.2. the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.7, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1. On termination of the Contract for any reason:
- 14.1.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.1.2. the Customer shall pay on demand a reasonable sum (to be determined by the Supplier) in respect of costs incurred by the Supplier in the performance of its obligations under the Contract as at the date of termination. For the avoidance of doubt, where the Customer is purchasing bespoke Goods, the Supplier reserves the right to charge the full price of such Goods notwithstanding termination of the Contract prior to delivery or Installation of such Goods;
- 14.1.3. the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- 14.1.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

Armashield LLP Terms and Conditions of Sale**15. FORCE MAJEURE**

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

16. ASSIGNMENT AND SUBCONTRACTING

- 16.1. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.
- 16.2. The Supplier may assign the Contract or any part of it to any person.

17. GENERAL

- 17.1. No variation of these Conditions or the Contract shall be valid unless made in writing and signed by or on behalf of the Customer.
- 17.2. If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.
- 17.3. For the purposes of the Contracts (Rights of Third Parties) Act 1999, the parties do not intend any person other than a party to the Contract to be able to enforce any term of the Contract (save where may be expressly stated otherwise in the Contract).
- 17.4. All notices under the Contract shall be:
 - 17.4.1. in writing and addressed, in the case of the Customer, to the intended delivery address and, in the case of the Supplier, to such address as it notifies the Customer from time to time;
 - 17.4.2. deemed to have been duly given when delivered, if delivered by messenger during normal business hours of the recipient; or on the second Business Day following mailing, if sent by first class pre paid recorded delivery post; or at the time of transmission if sent by fax (provided that a copy of the fax is put in the post to the recipient by first class recorded delivery post within 24 hours of the transmission).
- 17.5. English law governs the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any such dispute or claim.