

Terms & Conditions of Sale

1. INTERPRETATION

1.1 In these Conditions the following words shall have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Buyer: the person, firm or company who purchases the Goods from the Company;

the Company: Power Supplies Group Limited registered in England and Wales with company number 08283351;

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 15.9;

the Contract: the contract between the Company and the Buyer for the sale and purchase of the Goods;

Delivery: means delivery of the Goods to the Delivery Point by the Company or collection of the Goods from the Delivery Point by the Buyer as the case may be and Deliver shall be construed accordingly.

Delivery Point: the place where delivery of the Goods is to take place under condition 5;

Force Majeure Event: an event or circumstance or cause beyond a party's reasonable control.

Goods: any goods agreed in the Contract to be purchased by the Buyer from the Company (including any part or parts of them);

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of the Company's quotation or overleaf, as the case may be;

Specification: the specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the Company.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions the headings will not affect the construction of these Conditions.

1.5 In these Conditions a reference to **writing** or **written** includes email but not fax.

2. APPLICATION OF TERMS

Subject to any variation under condition 2.8, these Conditions are the only conditions upon which the Company is prepared to deal with the Buyer and they shall govern the Contract to the entire exclusion of all other terms or conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). Each Order for Goods from the Buyer shall be deemed

to be an offer by the Buyer to purchase the Goods subject to these conditions. The Buyer is responsible for ensuring that the terms of the Order and any Specification are complete and accurate.

2.1 No terms or conditions endorsed upon, delivered with or contained in the Order, confirmation of order, Specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 No Order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.3 Once an Order has been accepted by the Company the Buyer may not cancel or vary such Order without the prior written consent of the Company.

2.4 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.5 Any quotation is given on the basis that no Contract will come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.6 These Conditions apply to all the Company's sales and purchases and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

3. TECHNICAL ADVICE, ASSISTANCE, PRODUCT INFORMATION AND RECOMMENDATIONS

3.1 The Company, at the request of the Buyer, may (but is not obliged to) furnish technical advice or assistance or recommendations with reference to the use of Goods, provided that any such advice or assistance or recommendation is given and accepted at the Buyer's sole risk and the Company will not be liable for any loss, damage costs or claims arising from such advice, assistance, or recommendation.

3.2 Any advice given or any recommendation made by the Company is solely designed to assist the Buyer to identify Goods offered for sale by the Company that meet the requirements of the Buyer (which requirements are to be determined solely by the Buyer in reliance on the Buyer's own judgment). Under no circumstances can such advice or recommendation be relied upon by the Buyer, nor will the Company in any way be liable as a consequence of the Buyer relying on such advice or recommendation.

4. DESCRIPTION

4.1 The description of the Goods shall be as set out in the Company's quotation.

4.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, sizing chart or illustrations contained in the Company's catalogues

or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and should not be taken as an exact representation of the Goods. They will not form part of this Contract.

4.3 Any information published on the Company's website from time to time ("Website") or through product datasheets is provided should be used by the Buyer for information purposes only. Both the information, and the products to which such information refers, are subject to change without notice. The Company gives no representations or warranties (expressly or impliedly) as to the reliability, accuracy or completeness of such information.

4.4 The Buyer must not rely on any information displayed on the Website or catalogue but must use its own skill and judgment to ascertain whether any product is of a suitable nature for the Buyer's need and purpose and how such product is to be used.

4.5 The Company will use its reasonable endeavours to provide details and drawings of Goods which are to be made to the specific order of the Buyer ("Special Goods"), before the Buyer places an order for such Special Goods.

4.6 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement and the Company shall notify the Buyer in such event.

4.7 The Company will deliver to the Buyer the quantity of Goods ordered. If less than the quantity ordered by the Buyer, then the Company will make good the shortfall. This does not apply to cable where there will be a manufacturing tolerance that will be applied in line with the Cable Manufacturer's Terms and Conditions as provided by condition 5.10.

5. DELIVERY

5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at location set out in the acknowledgement of Order.

5.2 Delivery is completed on the completion of the unloading of the Goods at the Delivery Point if the Goods are to be delivered or on completion of the loading of the Goods at the Delivery Point if the Goods are to be collected by the Buyer.

5.3 The Buyer will take Delivery of the Goods within 3 days of the Company giving it notice that the Goods are ready for Delivery.

5.4 Any dates or times specified by the Company for Delivery of the Goods are intended to be an estimate and time for Delivery shall not be made of the essence by notice. If no dates are so specified, Delivery will be within a reasonable time. If the Goods are not Delivered at the time or date originally specified by the Company, the Company shall endeavour to deliver the Goods as soon as it is reasonably able to do so following that time or date.

5.5 Subject to the other provisions of these Conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the Delivery of the Goods (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

5.6 If for any reason the Buyer fails to take Delivery of any of the Goods when they are ready for Delivery, or the Company is unable to Deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

5.6.1 Delivery of the Goods shall be deemed to have been completed at 9:00am on the fourth Business Day after the day on which the Company notified the Buyer that the Goods were ready;

5.6.2 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Company's negligence); and

5.6.3 the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.7 If ten Business Days after the date on which the Company notified the Buyer that the Goods were ready for Delivery the Buyer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs charge the Buyer any shortfall below the price of the Goods.

5.8 The Buyer may request that the Company places Goods into store, The Company may do so provided that the Buyer enters into a vesting agreement with the Company and pays to the Company the Company's associated storage and insurance charges,

5.9 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods.

5.10 The Comp[any will deliver the quantity of Goods ordered. If the Company delivers less than the quantity ordered the Company will make up the shortfall. This does not apply to cable where there will be a manufacturing tolerance that will be applied in line with the cable manufacturer's terms and conditions.

5.11 All shortfalls or disputes relating to deliveries must be notified to the Company no later than 48 hours after Delivery has taken place.

5.12 The Company 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 Buyer to cancel any other instalment.

5.13 Cable drums shall remain the property of the Company's supplier. Where Goods are supplied on cable drums the Buyer shall promptly return the cable drums to the Company in good condition. Drums may be returned either to the Company's supplier or to the Company. The Company may elect (but is not bound) to collect the cable drums.

6. NON-DELIVERY

6.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

6.2 The Company shall not be liable for any non-delivery of Goods unless written notice is given to the Company within 14 days of the date when the Goods would in the ordinary course of events have been received.

6.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7. RISK/TITLE

7.1 The Goods are at the risk of the Buyer from the time of delivery.

7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 the Goods; and

7.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

7.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

7.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

7.3.2 store the Goods (at no cost to the Company) separately from all other goods belonging to the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and

7.3.5 hold the proceeds of the insurance referred to in condition 6.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;

7.3.6 notify the Company immediately if it becomes subject to any of the events listed in condition 14.2.2 to condition 14.2.5;

7.3.7 give to the Company such information as the Company may reasonably require from time to time relating to the Goods and the ongoing financial position of the Buyer.

7.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

7.5 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

7.5.1 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

7.6 The Buyer's right to possession of the Goods shall terminate immediately if:

7.6.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

7.6.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/ perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

7.6.3 the Buyer encumbers or in any way charges any of the Goods.

7.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.8 At any time before title to the Goods passes to the Buyer, the Company may:

7.8.1 terminate the Buyer's right under condition 7.4 to resell the Goods or use them in the ordinary course of its business; and

7.8.2 enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them and the Buyer grants the Company, its agents and employees an irrevocable licence at any time to do so.

8. PRICE

8.1 The price of the Goods shall be as stated in the

Company's quotation and unless otherwise agreed in writing by the Company shall be exclusive of value added tax and all costs or charges in relation to loading, unloading, packing, carriage, ULEZ or clean air zone charges, and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.

8.2 The Company may, by giving notice to the Buyer at any time up to Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

8.2.1 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.

8.3 Where a manifest error appears on the Order in respect of the price, then the Company may, no later than 7 days after delivery of the Goods, submit a further correcting invoice in line with the Company's quotation to the Buyer for payment.

9. PAYMENT

9.1 The Company may, in its discretion, require payment of a deposit in relation to any Order.

9.2 The Company may invoice the Buyer for the Goods on or at any time after the acknowledgement of Order is issued by the Company.

9.3 Unless agreed otherwise by the Company in writing, payment of the price for the Goods is due on the last Business Day of the month following the month in which the Goods are delivered or deemed to be delivered.

9.4 Time for payment shall be of the essence.

9.5 No payment shall be deemed to have been received until the Company has received cleared funds to a bank account nominated in writing by the Company.

9.6 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

9.7 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

9.8 If the Buyer fails to pay the Company any sum due pursuant to the Contract:

9.8.1 the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment

9.8.2 is made, whether before or after any judgement; and

9.8.3 the Company may, in its absolute discretion, require payment in advance for any further deliveries.

10. RETURNS

10.1 The Company will on no account accept returned Goods unless it gives its express written permission to the Buyer.

10.2 The Company will never accept returned Goods which:

10.2.1 would cause the Company to be over stocked with such Goods;

10.2.2 the manufacturer will not accept on return; or

10.2.3 consist of Special Goods.

10.3 If the Company agrees to accept returned Goods, as set out in condition 10.2, then the Company shall inspect the Goods for damage on return and may issue a credit note to the Buyer. A handling charge of 10% to 25% of the price of the Goods will be charged to the Buyer at the discretion of the Company and the Buyer agrees that this is reasonable to cover all costs and expenses incurred by the Company in managing the return of the Goods.

11. QUALITY

11.1 The Goods will be manufactured and supplied in accordance with all applicable British and ISO Standards which relate specifically to the Goods or as otherwise set out in the acknowledgement of Order.

1.1 The Company hereby assigns to the Buyer (by way of a present assignment of future rights) the benefit of the manufacturer's warranties in relation to the Goods to the extent that the manufacturer's warranties are assignable.

11.2 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

11.3 The Company gives no other warranties and no other terms and conditions will apply in respect of the Goods other than the warranty set out or referred to in conditions 11.2 and 11.3.

11.4 The Company is not liable for any inadequacies, inaccuracies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Company.

11.5 The Company shall not be liable for a breach of the warranty in condition 11.2 unless:

11.5.1 the Buyer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect;

11.5.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there; and

11.5.3 the Buyer (if requested to do so by the Company) returns such Goods to the

Company's place of business at the Buyer's cost.

11.6 The Company shall not be liable for a breach of the warranty in condition 11.3 if:

11.6.1 the Buyer makes any further use of such Goods after giving such notice; or

11.6.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

11.6.3 the defect arises as a result of the Company following any drawing, design, or Specification supplied by the Buyer;

11.6.4 the Buyer alters or repairs such Goods without the written consent of the Company;

11.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

11.6.6 the Goods differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.6.7 Subject to conditions 11.4 and 11.6, if any of the Goods do not conform with the warranty in condition 11.3 the Company may require the Buyer to approach the relevant manufacturer directly in respect of an appropriate remedy or the Company may at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate.

11.7 If the Company complies with condition 11.7 it shall have no further liability, including but not limited to consequential loss, for a breach of the warranty in condition 11.2 in respect of such Goods.

11.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

12. LIMITATION OF LIABILITY

12.1 Subject to condition 8, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

12.1.1 any breach of these Conditions; and

12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

12.4 Subject to conditions 12.2 and 12.3:

12.5 the Company's total liability in contract, tort (including negligence

or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price paid for the Goods under the Contract; and

12.5.1 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12.6 This condition 12 shall survive termination of the Contract.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time during the Contract and for a period of [two] years 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 condition 13.2.

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

13.2.1 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 condition 13; and

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

13.3 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

14. TERMINATION

14.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Buyer 3 months written notice whereupon all work in respect of the Contract shall be discontinued and the Buyer shall pay the Company the price as set out in condition 8 for Goods already delivered to the Buyer under the Contract.

14.2 The Company shall have the right at any time by giving notice in writing to the Buyer to terminate the Contract forthwith if:

14.2.1 the Buyer commits a material breach of any of any term of the Contract and, if such breach is remediable, fails to remedy such breach within 15 days of being notified in writing to do so by the Company;

14.2.2 any distress, execution or other process is levied upon any of the assets of the Buyer;

14.2.3 the Buyer 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;

14.2.4 the Buyer suspends, threatens to suspend ceases or threatens to cease to carry on all or a substantial part of its business; or

14.2.5 the financial position of the Buyer deteriorates to such an extent that in the reasonable opinion of the Company the capability of the Buyer adequately to fulfil its obligations under the Contract has been placed in jeopardy.

14.3 The termination of the Contract, however arising, will be without prejudice to the rights and duties of the Company accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable not withstanding termination.

14.4 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in condition 14.2.2 to condition 14.2.5, or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

14.5 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

14.6 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

14.7 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.

14. FORCE MAJEURE

The Company shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such failure or delay results from a Force Majeure Event. The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event.

15. GENERAL

15.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

15.2 The Company may assign the Contract or any part of it to any person, firm or company.

15.3 Each right or remedy of the Company under the Contract is with prejudice to any other right or remedy of the Company whether under the Contract or not.

15.4 The Contract constitutes the entire agreement between the parties.

15.5 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract

15.6 If any provision of the Contract found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.7 Failure or delay by the Company enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

15.8 Any waiver by the Company of breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and which in no way affect the other terms of the Contract.

15.9 No variation of this Contract shall be effective unless it is in writing and signed by the parties or their authorised representatives.

15.10 The Contract does not give rise to any under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.11 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.12 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.

15.13 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.