



- 1. Interpretation**
The following definitions and rules of interpretation apply in this Contract.
- 1.1 Definitions:**
Commencement Date: has the meaning given in clause 2.2.
Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.
Contract: the contract between Cotopaxi and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
Control: shall be defined as in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.
Cotopaxi: Cotopaxi Limited registered in England and Wales with company number 07038605.
Cotopaxi Materials: has the meaning set out in clause 5.3(j).
Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Goods: the goods (or any part of them) set out in the Order.
Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by Cotopaxi and the Supplier.
Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, 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.
KPI: means any key performance indicators set by Cotopaxi from time to time and conveyed to the Supplier.
Order: Cotopaxi's order for the supply of Goods and/or Services, as set out Cotopaxi's purchase order form, or in Cotopaxi's written acceptance of the Supplier's quotation, or overleaf, as the case may be.
Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification: the description or specification for Services set out in the Order or agreed in writing by Cotopaxi and the Supplier.
Supplier: the person or firm from whom Cotopaxi purchases the Goods and/or Services.
- 1.2 Interpretation:**
- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - (b) A reference to a party includes its personal representatives, successors and permitted assigns.
 - (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
 - (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. Basis of contract**
- 2.1** The Order constitutes an offer by Cotopaxi to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2** The Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing written acceptance of the Order; or
 - (b) any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3** These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4** All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 3. Supply of Goods**
- 3.1** The Supplier warrants that the Goods shall:
- (a) correspond with their description and any applicable Goods Specification;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Cotopaxi, expressly or by implication, and in this respect Cotopaxi relies on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 36 months after delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2** The Supplier shall immediately notify Cotopaxi in writing if it has any reason to know or suspect that any Goods it has supplied to Cotopaxi are defective or have a latent defect.
- 3.3** The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.4** Cotopaxi may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.5** If following such inspection or testing Cotopaxi considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Cotopaxi shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6** Cotopaxi may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.7** The Supplier shall for a period of 10 years after delivery ensure that support is available to telephone email and fax during normal working hours to provide all reasonably required assistance to Cotopaxi or Cotopaxi's customer in respect of advising on the use of the Goods and remedying any defects in the Goods.
- 3.8** The Supplier shall allow Cotopaxi to assign any warranties and guarantees provided by the Supplier to Cotopaxi to any third party.
- 3.9** The Supplier shall, for a period of 36 months from delivery make any spare parts for the Goods and Deliverables available to Cotopaxi and thereafter the Supplier shall give Cotopaxi not less than one year's notice to cease making such spare parts available.
- 3.10** The Supplier shall use its best endeavours to correct all defects and resolve all breakdowns relating to the Goods and Deliverables in a timely manner.
- 4. Delivery of Goods**
- 4.1** The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2** The Supplier shall deliver the Goods:
- (a) on the date specified in the Order or, if no such date is specified, then within 7 days of the date of the Order;
- (b) to Cotopaxi's Head Office from time to time or such other location as is set out in the Order or as instructed by Cotopaxi before delivery (**Delivery Location**); and
 - (c) during Cotopaxi's normal hours of business, or as instructed by Cotopaxi.
- 4.3** Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4** If the Supplier:
- (a) delivers less than 95% of the quantity of Goods ordered, Cotopaxi may reject the Goods; or
 - (b) delivers more than 105% of the quantity of Goods ordered, Cotopaxi may at its sole discretion reject the Goods or the excess Goods,
- and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Cotopaxi accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.5** The Supplier shall not deliver the Goods in instalments without Cotopaxi's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Cotopaxi to the remedies set out in clause 6.1.
- 4.6** Subject to clause 4.7 title and risk in the Goods shall pass to Cotopaxi on completion of delivery. Until such time as risk in the Goods has passed to Cotopaxi the Supplier shall maintain an appropriate level of insurance to cover the value of the Goods.
- 4.7** If Cotopaxi has made any payment or part payment in relation to the Goods prior to delivery title to the Goods shall pass to Cotopaxi on the date that payment is made.
- 5. Supply of Services**
- 5.1** The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to Cotopaxi in accordance with the terms of the Contract.
- 5.2** The Supplier shall meet any performance dates for the Services specified in the Order or that Cotopaxi notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3** In providing the Services, the Supplier warrants that it shall:
- (a) co-operate with Cotopaxi in all matters relating to the Services, and comply with all instructions of Cotopaxi;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Cotopaxi expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Cotopaxi, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
 - (i) observe all health and safety rules and regulations and any other security requirements that apply at any location at which the Services are being provided;
 - (j) hold all materials, equipment and tools, drawings, specifications and data supplied by Cotopaxi to the Supplier (**Cotopaxi Materials**) in safe custody at its own risk, maintain Cotopaxi Materials in good condition until returned to Cotopaxi, and not dispose or use Cotopaxi Materials other than in accordance with Cotopaxi's written instructions or authorisation;
 - (k) not do or omit to do anything which may cause Cotopaxi to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Cotopaxi may rely or act on the Services;
 - (l) ensure that it only individuals entitled to work in the UK and who pay Income Tax and National Insurance contributions are engaged in the provision of the Services;
 - (m) ensure that there is no unnecessary interference with or interruption to other operations at Cotopaxi's premises; and
 - (n) comply with any additional obligations as set out in the Service Specification.
- The provisions of this clause 5 shall survive any performance, acceptance or payment pursuant to this Contract and shall extend to any substituted or remedial services provided by the Supplier.
- 6. Cotopaxi remedies**
- 6.1** If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Cotopaxi shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- (a) to terminate the Contract in whole or in part with immediate effect and without liability to the Supplier by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by Cotopaxi in obtaining substitute goods and/or services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by Cotopaxi which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2** If the Goods are not delivered by the applicable date, Cotopaxi may, at its option, claim or deduct 10% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% of the total price of the Goods. If Cotopaxi exercises its rights under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' late delivery.
- 6.3** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Cotopaxi shall have one or more of the following rights, whether or not it has accepted the Goods:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Cotopaxi in obtaining substitute goods from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Cotopaxi arising from the Supplier's failure to supply Goods in accordance with clause 3.1.



- 6.4 Without prejudice to any other rights or remedies that Cotopaxi may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Contract by the Supplier. Accordingly, Cotopaxi shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Contract.
- 6.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.6 Cotopaxi's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 7. Cotopaxi's obligations**
- 7.1 Cotopaxi shall:
- provide the Supplier with reasonable access at reasonable times to Cotopaxi's premises for the purpose of providing the Services; and
 - provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- 7.2 If the Supplier considers that Cotopaxi is not, or may not, be complying with any of Cotopaxi's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under this Contract:
- to the extent that it restricts or precludes performance of the Services by the Supplier; and
 - if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to Cotopaxi in writing; and
 - Cotopaxi has not remedied the breach within 14 days of receiving such notice.
- 8. Charges and payment**
- 8.1 The price for the Goods:
- shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Cotopaxi.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Cotopaxi, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of the Goods, unless otherwise agreed in writing, the Supplier shall invoice Cotopaxi on or at any time after completion of delivery. In respect of Services, unless otherwise agreed in writing the Supplier shall invoice Cotopaxi on completion of the Services. Each invoice shall include such supporting information required by Cotopaxi to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, Cotopaxi shall pay the invoiced amounts net monthly of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.5 Cotopaxi may withhold any payments due to the Supplier while the Supplier is in breach of, or delayed in, performance of this Contract or any other contract with Cotopaxi.
- 8.6 If Cotopaxi fails to make a payment due to the Supplier within 14 days of a written demand by the Supplier for payment of any overdue sum, then Cotopaxi shall pay interest on the overdue sum from the date the demand was received until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 8.7 In relation to payments disputed in good faith, interest under clause 5.3 is payable only after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.
- 8.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Cotopaxi to inspect such records at all reasonable times on request.
- 8.9 Cotopaxi may at any time, without notice to the Supplier, set off any liability of the Supplier to Cotopaxi against any liability of Cotopaxi to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Cotopaxi may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Cotopaxi of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 9. Intellectual property rights**
- 9.1 The Supplier grants to Cotopaxi, or shall procure the direct grant to Cotopaxi of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Cotopaxi Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.2 All Cotopaxi Materials are the exclusive property of Cotopaxi.
- 10. Indemnity**
- 10.1 The Supplier shall indemnify Cotopaxi against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Cotopaxi arising out of or in connection with:
- any claim made against Cotopaxi for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Cotopaxi Materials);
 - any claim made against Cotopaxi by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
 - any claim made against Cotopaxi by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 10.2 The Supplier shall be responsible for and indemnify Cotopaxi in relation to all loss, damage, injury, cost or expense incurred by Cotopaxi as a consequence of a breach or negligent performance or failure or delay in performance of this Contract by the Supplier, including:
- sums paid by Cotopaxi to the Supplier pursuant to this Contract, in respect of any services not provided in accordance with the terms of this Contract, costs incurred by Cotopaxi in relation to the removal and replacement of any defective Good;
 - wasted expenditure;
 - additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
 - losses incurred by Cotopaxi arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, the Suppliers' personnel, regulator or client of Cotopaxi) against Cotopaxi caused by the act or omission of the Supplier; and
 - anticipated savings
- 10.3 This clause 10 shall survive termination of the Contract.
- 11. Insurance**
- During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Cotopaxi's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 12. Confidentiality**
- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 12, and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.4 The Supplier shall not during the term of the Contract or after the termination of the Contract discuss the nature or terms of the Contract, the Goods or Services being provided under the Contract, and issues or disputes relating to the Contract, or provide any other commercial information to Cotopaxi's customers.
- 13. Termination**
- 13.1 Without affecting any other right or remedy available to it, Cotopaxi may terminate the Contract:
- with immediate effect by giving written notice to the Supplier if:
 - there is a change of Control of the Supplier; or
 - the Supplier's financial position deteriorates to such an extent that in Cotopaxi's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - the Supplier commits a breach of clause 5.3(h) or 15.1; or
 - the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
 - the Supplier fails to meet any KPIs for convenience by giving the Supplier one month's written notice.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so; or
 - the other party 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), 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; or
 - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 14. Consequences of termination**
- 14.1 On termination of the Contract, the Supplier shall immediately deliver to Cotopaxi all Deliverables whether or not then complete, and return all Cotopaxi Materials. If the Supplier fails to do so, then Cotopaxi may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 14.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 15. General**
- 15.1 Anti-Bribery**
- The Supplier shall, and ensure that any person associated with the Supplier in the provision of the Goods or Services shall, comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 15.2 Assignment and other dealings.**
- Cotopaxi may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
 - The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Cotopaxi.
- 15.3 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 shall not affect the validity and enforceability of the rest of the Contract.
- 15.4 Waiver.**
- A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 No partnership or agency.**
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.6 Entire agreement.**
- The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.7 Third party rights.**
- Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.8 Variation.**



Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

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 the Contract or its subject matter or formation.