

BUSINESS EDGE LTD TERMS AND CONDITIONS

1 VALIDITY

- 1.1 Unless other terms and conditions are expressly accepted by us by a written amendment referring specifically to the term or condition to be amended and signed by a Director, the Contract will be on the terms and conditions set out below and overleaf (together called “the Contract Terms”) to the exclusion of any other terms and conditions (except any conditions implied by statute, the exclusion of which would be void) whether or not the same are endorsed upon delivered with or referred to in any purchase order or other document delivered by the Customer to us. Any reference overleaf to any order specification or like document will not be deemed to imply that any terms or conditions endorsed upon delivered with or referred to in such document will have effect to the exclusion or amendment of the Contract Terms.
- 1.2 In all contracts between the Customer and us these Terms and Conditions shall prevail.

2 DEFINITIONS

In the Contract Terms “Contract Work” means the goods, materials and services (the term “services” includes but is not limited to any design function performed or undertaken by us and the selection by us of goods or materials) to be supplied or carried out by us for the Customer and includes any work deemed to be additional work under the Contract Terms. “Constructional Plant” means any equipment used or intended to be used by us in carrying out the Contract Work but which will not be incorporated therein so as to become the property of the customer in accordance with the Contract Terms.

3 QUOTATIONS

- 3.1 Any price shown on any Quotation Tender or Estimate (in these Conditions called “the tender”) is calculated on the basis that a Contract on the Contract Terms will come into existence between the Customer and ourselves within 30 days from the date of such tender.
- 3.2 Each tender is given on the basis that no Contract will come into existence between the Customer and ourselves until we despatch to the Customer an Acknowledgement of Order/Invoice.

4 BASIS OF SALE AND SERVICE

- 4.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Supplier in writing. In entering in to the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 4.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 4.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:
 - 4.3.1 the Supplier’s written acceptance;
 - 4.3.2 delivery of the Goods;

4.3.3 provision of the Services; or

4.3.4 the Supplier's invoice.

4.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

5 THE GOODS

5.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

5.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.

5.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

5.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification which do not materially affect their quality or performance.

5.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

6 THE SERVICES

6.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 7 & 8 provide the Services expressly identified in the accepted order.

6.2 The Supplier will use reasonable care and skill to perform the Services identified in the accepted order.

6.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

7 TERMS OF PAYMENT

7.1 Terms of payment vary according to the product or service being provided and as defined in clauses 7.2, 7.3 and 7.4. All invoices are strictly net and must be paid within 30 days from date of invoice (interim or otherwise). We will be entitled to submit interim invoices in respect of work done and goods or materials despatched to date of invoice. Where goods or materials have been made assembled or purchased by us to meet the Customer's specific delivery requirements and delivery cannot be made because of causes not attributable to us, payment shall be made as though the goods or materials had been delivered or collected. If payment is not made in accordance with the above terms we reserve the right to suspend or abandon further work and deliveries of goods or materials and remove unfixed goods or materials and Constructional Plant from site and to re-sell the goods or materials. Any right reserved by us under the condition is without prejudice to any other right or remedy open to us.

7.2 **Products:** Full invoice payment is required prior to the despatch of any product, unless otherwise agreed in writing. Products will be despatched as soon as possible following invoice settlement.

- 7.3 **Training Services:** Full invoice payment is required 28 days before commencement of Course unless otherwise agreed in writing. Cancellations and Postponement fees are applied as follows:

Cancellations

Wherever possible, delegates from the same Customer may be substituted. Cancellations will incur the following charges:-

Notice Period	Fee
More than 28 days	Nil
14-27 days	25%
8-13 days	50%
Less than 7 days	Full Fee

Postponements

Postponement of course attendance to a later date (subject to availability) will incur the following charges:-

Notice Period	Fee
More than 28 days	Nil
14-27 days	10%
8-13 days	20%
Less than 7 days	25%

Non Attendance

If you do not attend a course, and you have not previously informed us in writing, the full course fee remains payable.

Late arrivals/missed sessions

If you arrive late for a course or are absent from any session, we reserve the right to refuse to accept you for training if we feel you will not gain sufficient knowledge or skill in the time remaining. The full course fee remains payable.

Unforeseen circumstances

Unforeseen circumstances may require us to cancel a course. In such circumstances, you will be given as much notice as possible and either a free transfer to another course date or a full refund of fees paid.

Requalification Courses

Candidates must hold valid and verifiable certificates to be eligible to attend a requalification course.

Consumer Protection (Distance Selling) Regulations 2000 ('the Regulations')

Where a contract with a customer is concluded on a distance selling basis the Regulations (as amended from time to time) will apply and the Purchasing Customer will have a general right to cancel. In the case of services this will expire 14 days after booking (except for late bookings when it will expire on the date the services are commenced). Subject to the Regulation and to the foregoing, if a request is made to amend services or to cancel services the fees above may be applied.

- 7.4 **Consultancy Services:** Stage payments will apply. Interim monthly invoices may be issued at our discretion. We reserve the right to suspend all further services until full payment is received.

8 PRICE

- 8.1 The tender price and rates are based on costs of goods, materials, labour, sub-contracts, transport, taxes and duties ruling at date of tender and on work being done in normal working hours and conditions as laid down by the recognised wage fixing body of the trade concerned. The Supplier reserves the right, by giving written notice to the Customer at any time between date of tender and completion of contract, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs), any change in delivery dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 8.1.1 The Customer will in addition pay for any work carried out by us at his request not being work which we originally contracted to undertake; or
- 8.1.2 required as a result of any matter or thing which at date of tender we did not know existed and which we could not reasonably have foreseen; or
- 8.1.3 arising from any inadequate or inaccurate instructions or drawings given to us by the Customer or arising from the Customer failing to comply with any of the Contract Terms.
- 8.2 Any additional costs payable by the Customer as a result of the matters specified in Condition 8.1 or any variation or additional work ordered or approved by or on behalf of the Customer will be charged at rates (together with a percentage in respect of overheads and profit) based on cost of goods, materials, labour, sub-contracts, transport duties and taxes prevailing at the time work is carried out.
- 8.3 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the customer shall be additionally liable to pay to the Supplier.

9 OWNERSHIP AND RISK

- 9.1 The property in goods or materials fixed or unfixed supplied under the Contract will not pass to the customer until the price for all such goods and materials and all other sums due from the Customer under the contract have been paid in full.
- 9.2 If the Customer should convert any of such goods or materials into other goods or should such goods or materials in any way become incorporated into other goods, the Customer will hold such other goods on trust for us as security for the payment in full of the price and all other sums due to us from the Customer under the contract.
- 9.3 The Customer shall be entitled to resell goods or materials supplied under the Contract (whether or not prior to such resale any of such goods or materials have in any way been incorporated into other goods) in the ordinary course of his business. Where such goods or materials are resold by the Customer (whether or not prior to such resale any of such goods or materials have in any way been incorporated into other goods) and at the time of such resale the property in such goods or materials or any part of them has not passed to the Customer, then the proceeds of such resales (or other assets into which such proceeds have been converted) will be held by the Customer in a fiduciary capacity on trust for us and he will account to us for the same to the extent necessary to discharge the price and all other sums due to us from him under the Contract.
- 9.4 Without prejudice to any other rights (whether to damages or under Contract Terms or otherwise howsoever) we may at any time after the price for goods or materials or any other sum payable by the Customer to us under the contract has become due and remains unpaid rescind the contract and recover the goods or materials or any of them which are still our property and may enter onto the Customer's premises either by our servants or agents for that purpose.
- 9.5 Whether or not the price for goods or materials or any other sums has become due from the Customer under any of the Contract Terms such price or such sum will be deemed to be due from the Customer immediately on his committing any act of bankruptcy, calling a meeting (whether formal or

informal) of any of his creditors or (where the Customer is a body corporate) having a receiver or manager appointed of its undertaking or any part thereof or on a resolution being passed or on a petition being presented to any court for the winding-up of the Customer or on the happening of any act whatsoever or the commencement of any proceeding whatsoever to the insolvency of possible insolvency of the Customer.

- 9.6 All goods or materials fixed or unfixed on site will be at the sole risk of the Customer. The cost of repairing or replacing any such goods or materials and any of the Contract work which are lost damaged or destroyed, from whatsoever cause will be charged by us as additional work in accordance with the provisions of Condition 8.2 and will be paid or reimbursed to us by the Customer in accordance with the Contract Terms.

10 DELIVERY

- 10.1 We will endeavour to complete the Contract or deliver goods or materials within the time agreed and if no time is agreed within a reasonable time, but in no circumstances will we be liable for loss or damage of any kind whatsoever caused directly or indirectly if completion of the Contract or delivery of goods or materials is delayed by reason of any cause of whatsoever kind and whenever occurring beyond our control including but not limited to any Act of God, war, national emergency, Act of Parliament, order regulation or bye-law made under any statutory authority, industrial dispute, strike, lock-out, civil commotion, fire, tempest, flood or failure to deliver or delay in delivery by any of our suppliers from whatsoever cause arising, nor will delay arising from any such cause entitle the Customer to terminate or rescind the Contract.
- 10.2 We will be entitled to make delivery of goods or materials by instalments.
- 10.3 In connection with delivery of any goods or materials no claim for damage or shortages will be considered unless we and the carrier are notified in writing within 3 days of delivery and no claim for non-delivery will be considered unless we and the carrier are notified in writing within 3 days of delivery.

11 INSTALLATION AND COMMISSIONING

- 11.1 In respect of Contracts where:
- 11.1.1 site installation is included our tender assumes that such work can be carried out continuously in one visit to site.
- 11.1.2 commissioning is included our tender assumes that such work can be carried out in one separate visit to site.
- 11.2 If due to causes beyond our control, the matters specified in Condition 11.1 are unable to proceed without interruption, we reserve the right to charge for additional costs involved at rates provided for in accordance with Condition 8.2.

12 WORK NOT INCLUDED

- 12.1 Unless specifically so stated, the tender does not include the following items: Builders', plumbers', painters', electricians' or any trades' work; offloading, positioning, site assembly, erection and commissioning of equipment for which additional charges will be made under the terms of condition 8.2 above.

13 CUSTOMER'S OBLIGATIONS

- 13.1 The Customer will at his own expense provide:
- 13.1.1 at whatever place on the site we may require adequate and appropriate equipment and manual assistance for loading and offloading goods, materials and Constructional Plant together with safe covered storage for same, and a workshop or suitable space for work benches and fixed tools: and
- 13.1.2 convenient access to and about the site on roads or surfaces satisfactory for transporting the weight of goods, materials and Constructional Plant involved; and

- 13.1.3 artificial lighting and electrical power for tools, motors and welding plant, fuel, water and gas, scaffolding, scaffold towers, ladders and lifting appliances, as appropriate to the project work.

14 STORAGE

- 14.1 If the customer fails to take delivery of goods or materials when they are ready for delivery we may at our option either store them ourselves or have them stored by third parties on such terms as we may in our absolute discretion think fit. In any event, costs of storage, insurance, transport and double handling will be borne by the Customer and these costs will be added to and form part of the price.

15 DEFECTIVE GOODS

- 15.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Customer gives written notice of such defect to the Supplier within 7 Business Days of such delivery, the Supplier shall at its option:
- 15.1.1 replace the defective Goods as soon as possible; or
- 15.1.2 refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective; but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.
- 15.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 15.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the customer, its employees or agents or any third party.
- 15.4 Goods, other than defective Goods returned under sub-clauses 15.1 and 15.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.
- 15.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

16 GUARANTEE, ETC.

- 16.1 For the purposes of succeeding sub-clauses of this Condition, the word "manufactured" will not be deemed to include any work carried out by us in assembling materials which are an integral part of goods supplied or to be supplied under the Contract.
- 16.2 The goods or materials to be supplied under the Contract are not manufactured by us. Accordingly although we will use reasonable endeavours to secure for the Customer the benefit of any guarantee warranty or free service or maintenance commitment which may have been given by the manufacturer or any other person in respect of any goods or materials supplied under the Contract and we will under no circumstances have any liability whatsoever (except liability for personal injury or

death resulting from our or our servants' negligence) to the Customer in respect of such goods or materials other than to use our reasonable endeavours as aforesaid and in particular but without the generality of the foregoing the Customer must accept as his own responsibility any conditions (including but not limited to returning at his own expense to the manufacturer or such other person any goods or materials the subject of a claim) attached to such guarantee, warranty or free service or maintenance commitment provided always that the exclusion and restriction of liability contained in this Clause 16.2 shall not apply where the Customer is in relation to the Contract dealing as a consumer as defined in the Unfair Contract Terms Act 1977. If the Customer is so dealing, then his statutory rights against us in relation to goods and materials shall remain unaffected.

16.3 If during the period of twelve months from completion of the Contract any work (which term includes assembly but does not include goods or materials supplied under the Contract) carried out by us under the Contract is found upon inspection by or for us to be defective under normal use and service, we will free of cost, repair, or if we so wish, replace that part of the work which has been so found to be defective provided we are notified in writing as soon as possible after discovery of the defect. We will not however be liable to repair or replace as aforesaid if the work has not been properly maintained in accordance with our or the manufacturer's recommended maintenance procedure or has been subject to any misuse unauthorised repair replacement modification or alteration nor will we be so liable.

16.3.1 in respect of any goods or materials which have not been commissioned by us or by others without express authority or which are put into operation by the Customer or by us at his request before completion of the Contract Work; or

16.3.2 as a result of frost or other extremities of weather or temperature.

16.4 Save as aforesaid under no circumstances will we or our servants agents or sub-contractors be liable for any loss or damage of any kind whatsoever (except personal injury or death resulting from our or our servants negligence) arising out of or caused directly or indirectly by any defect or omission in the Contract Work or by any negligence on our part or on the part of our servants agents or sub-contractors and all warranties and conditions express or implied statutory or otherwise are hereby expressly excluded provided always that such exclusion of liability so far as it relates to defects in goods and materials supplied under the Contract shall not apply where the Customer is in relation to the Contract dealing as a consumer (defined as aforesaid). If the Customer is so dealing, then his statutory rights against us in relation to such goods and materials shall remain unaffected.

16.5 Without prejudice to the generality of any of the other Contract Terms, the Customer will indemnify us against all claims, costs, proceedings, demands or liability incurred by or made against us.

16.5.1 which arise from any services carried out by us but which result directly or indirectly partially or wholly from any act or omission of the Customer or any other person; or

16.5.2 arising or resulting from the death of or injury to any of our servants, agents or sub-contractors while he or they are on site (being the place, wherever that may be other than our own premises, where such person or persons are performing services for the Customer) howsoever caused otherwise than wholly through our or our servants', agents' or sub-contractors' negligence.

17 LIABILITY TO THIRD PARTIES

17.1 The customer will indemnify and keep indemnified ourselves, our servants, agents and sub-contractors against any loss or damage of whatsoever nature, including but not limited to death of or injury to any person or persons, and however arising, incurred or suffered by us or our servants, agents or sub-contractors by reason of any claim made by a third party, which loss or damage would not have been incurred or suffered if the third party had been in direct contractual relationship with us or our servants, agents or sub-contractors under the Contract Terms provided always that this indemnity shall not apply where such loss or damage arises from any negligence or breach of the Contract on our part or on the part of our servants, agents or sub-contractors.

18 DESIGN, ETC.

- 18.1 Where the Contract Work is to the Customer's design or specification, the Customer warrants that such Contract Work does not infringe any patent, registered design or other like protection or the provision of any statute, statutory instrument or regulation for the time being in force.
- 18.2 We shall be under no liability whatsoever to the Customer:
 - 18.2.1 where any of our suppliers varies the specification of goods or materials forming the whole or part of the Contract Work and we then supply to the Customer goods or materials as so varied.
 - 18.2.2 where goods or materials forming the whole or part of the Contract Work are no longer available from the supplier and as a result we supply to the Customer goods or materials similar to but not the same as the goods and materials specified in the Contract.
- 18.3 The Customer agrees that he will acquaint himself with the requirements of all Government or statutory or other authorities, bodies or corporations relating to the Contract Work and undertakes that at all times he will comply with such requirements and will indemnify us and keep us indemnified against any liability due to a breach of any such requirements.

19 TERMINATION

- 19.1 This Contract will terminate immediately upon service of written notice of termination by us on the Customer on any one or more of the following grounds:
 - 19.1.1 that the Customer has become subject to the Bankruptcy Laws or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or has suffered or allowed any execution whether legal or equitable to be levied on his property or obtained against him or (being a body corporate) has convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a voluntary liquidation for the purpose only of reconstruction or amalgamation or has a Receiver appointed of its undertaking or any part thereof.
 - 19.1.2 that the Customer has failed to observe or perform any of his obligations or duties under the Contract.
 - 19.1.3 if the carrying out of the Contract Work or any substantial part thereof is prevented or rendered impracticable for a continuous period of ninety days by reason of accidental damage of any kind whatsoever and however arising or by the act or default of any person other than ourselves but including the Customer.
- 19.2 Termination of this Contract in any way whatsoever will be without prejudice to the rights, obligations and liabilities of either party accrued prior to termination.
- 19.3 Without prejudice to any of our other rights to claim damages, the Customer will, on termination of Contract under Clauses 19.1.1 or 19.1.2 or if the Customer cancels, extends or delays or purports to cancel extend or delay the Contract or fails to take delivery of any goods or materials, indemnify us against any loss damage or expenses incurred by us in connection with the Contract including, but not limited to the payment of the costs of any goods, materials, plant or tools used or intended to be used therefore and the costs of labour and other overheads including a percentage in respect of profit.

20 ASSIGNMENT

- 20.1 The Supplier may assign, sub-contract or sub-let this Contract or any part thereof without the prior consent of the customer.
- 20.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

21 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

22 CONFIDENTIALITY

- 22.1 Each Party undertakes that, except as provided by sub-clause 22.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for a period of 6 years after its termination:
- 22.1.1 keep confidential all Confidential Information;
 - 22.1.2 not disclose any Confidential Information to any other person;
 - 22.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;
 - 22.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 22.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provision of sub-clauses 22.1.1 to 22.1.4 above.
- 22.2 Either Party may:
- 22.2.1 disclose any Confidential Information to:
 - 22.2.1.1 any sub-contractor or supplier of that Party;
 - 22.2.1.2 any governmental or other authority or regulatory body; or
 - 22.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
 - 22.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 22.3 The provisions of this Clause 22 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

23 WAIVER

The parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

24 SEVERANCE

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

25 ENGLISH LAW

This Contract will be construed and operate in accordance with English Law provided that under no circumstances will the Uniform Laws on International Sales Act 1967 apply. The customer hereby submits himself to the jurisdiction of the English Courts to which all disputes relating to this Contract will be submitted.