

RESOURCE CHEMICAL LIMITED

TERMS OF BUSINESS

These Terms of Business set out the conditions on which Resource Chemical Limited, company number 02003690, whose registered office is at 76 High Street, Brackley, Northamptonshire, NN13 7DS ("**we, us, our**") will supply Goods and or Services to you. They need to be read in conjunction with our acceptance of your order and together they will constitute the contract between us.

1.1 In these Terms, the following definitions apply:

"Contract" has the meaning given at the top of these Terms

"Deliverables" means 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)

"Force Majeure Event" has the meaning given to it in clause 14.1

"Goods" means the chemicals and/or other products (or any part of them) set out in your Order.

"Goods Specification" means any specification for the Goods, including any relevant chemical description and/or strength criteria that are ordered by you.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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

"Order" means your order for the supply of Goods and or Services.

"Services" means the services, including any Deliverables, to be provided by us under the Contract as set out in the service specification "**Terms**" means these terms and conditions as amended from time to time in accordance with clause 15.7

"You" means the person or firm who purchases Goods or Services from us.

1.2 In these Terms, the following rules apply:

1.2.1 words in the singular include the plural and vice versa and words in one gender include any other gender;

1.2.2 a reference to:

(a) a “**person**” includes any individual (and their personal representatives), firm, body corporate, association, partnership, government or state (whether or not having a separate legal personality);

1.2.3 Except where expressly stated otherwise, no provision of this Agreement shall govern or limit the extent or application of any other provision.

1.2.4 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

2 BASIS OF CONTRACT

2.1 Your Order constitutes an offer to purchase Goods and or Services from us in accordance with these Terms.

2.2 Your Order shall only be deemed accepted when we confirm so or, if earlier, we commence picking or supply, at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us, which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Goods contained in our catalogues or brochures or web site are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by us shall not constitute an offer, and, unless otherwise specified, is only valid for up to 90 days.

3 GOODS

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4 DELIVERY OF GOODS

- 4.1 Delivery of the Goods shall take place at the location set out in your Order or such other location as the parties may agree ("**Delivery Location**").
- 4.2 Delivery of the Goods shall be completed (i) on the Goods' arrival at the Delivery Location and, in the case of liquid Goods not packaged in containers, upon discharge into your containers or (ii) if applicable, upon handover to you or your carrier where our premises or third party premises nominated by us are the Delivery Location.
- 4.3 Any dates and times quoted for delivery of the Goods and requirements for Delivery at the Delivery Location will be stipulated by us. The times quoted are nevertheless approximate only, and we are not liable for failure to meet such estimates or for any costs and expenses incurred as a result of such failure.
- 4.4 Where you undertake to collect the Goods, we shall under no circumstances, be liable for any damage which may occur while the Goods are in transit.
- 4.5 Where we undertake delivery we shall not be liable in respect of such delivery unless:
- 4.5.1 You shall advise us in writing of any non-delivery of the whole of any order within 7 days of the date of the invoice; or
- 4.5.2 You shall advise us in writing within 3 days of the date of the delivery, of all claims on account of shortage or of damage during transit.
- 4.6 You are responsible for off-loading of Goods delivered in containers. In respect of liquid goods not delivered in containers, you are responsible for providing and identifying suitable containers in which to receive the Goods and ensuring that all laws, rules and regulations relevant to the discharge are complied with.
- 4.7 Where you request, we may engage third parties to deal with carriage and insurance of the Goods. Where there is a choice of rates according to the extent or degree of the Goods whilst in transit or storage, the Goods will be forwarded upon the minimum charges reasonably available to us at the time, unless you specifically request otherwise.
- 4.8 If we or our carrier are unable to affect delivery at the nominated time because the Delivery Location has not been made ready in conformity with our stipulations, you become liable after 2 hours delay to pay demurrage at normal commercial rates.
- 4.9 If you fail to accept or take delivery of the Goods within 2 days of us notifying you that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by our failure to comply with our obligations under the Contract in respect of the Goods:
- 4.9.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the day following the day on which we notified you that the Goods were ready; and
- 4.9.2 we shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including insurance).

- 4.10 If 4 days after we notified you that the Goods were ready for delivery you have not taken or accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 4.11 You shall not be entitled to reject the Goods if we deliver up to and including 10 per cent more or less than the quantity/weight of Goods ordered, but a pro-rata adjustment shall be made to your Order invoice on receipt of notice from you and acceptance by us that the wrong quantity of Goods was delivered.
- 4.12 We 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 you to cancel any other instalment.

5 QUALITY OF GOODS

- 5.1 We warrant that on delivery the Goods shall:
- 5.1.1 conform in all material respects with their description in any applicable Goods Specification; and
 - 5.1.2 be free from material defects in composition and materials.
- 5.2 Subject to clause 5.3, if:
- 5.2.1 you give notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
 - 5.2.2 we are given a reasonable opportunity of examining such Goods or, where the Goods are no longer in your possession or have been incorporated in other goods, you provide us with evidence that on delivery the Goods did not comply with the warranty in clause 5.1; and
 - 5.2.3 you, (if asked to do so by us) return such Goods to our place of business;
- we shall, at our option, repair or replace Goods which are defective, or refund the price of the defective Goods in full.
- 5.3 We shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- 5.3.1 you make any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because you failed to follow written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 5.3.3 the defect arises as a result of us following any design or Goods Specification supplied by you;

- 5.3.4 you alter such Goods without our written consent;
- 5.3.5 the defect arises as a result of storage beyond the use by times for the goods or any decomposition arising from negligent storage practise, wilful damage, or abnormal working conditions; or
- 5.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 These Terms shall apply to any repaired or replacement Goods supplied by we under clause 5.2.

6 TITLE AND RISK

6.1 The risk in the Goods shall pass to you on completion of delivery.

6.2 Title to the Goods shall pass to you on the earlier of the following occurs:-

6.2.1 we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2 you resell the Goods in the ordinary course of your business to a company that is not your holding company or a subsidiary thereof (as defined in section 1159 of the Companies Act 2006), in which case title to the Goods shall pass to you at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to you, you shall:

6.3.1 be entitled to possess and sell the Goods in the ordinary course of your business;

6.3.2 store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;

6.3.5 notify us immediately if you become subject to any of the events listed in clauses 13.1.2, 13.1.3 and 13.1.4; and

6.3.6 give us such information relating to the Goods as we may require from time to time.

6.4 If you resell the Goods before we receive payment for them:

6.4.1 you do so as principal and not as our agent; and

6.4.2 subject to clause 6.2.2, title to the Goods shall pass from us to you immediately before the time at which the resale by you occurs.

- 6.5 If before title to the Goods passes to you, you become subject to any of the events listed in clauses 13.1.2, 13.1.3 and 13.1.4, then, without limiting any other right or remedy we may have:
- 6.5.1 your rights to possess and resell Goods or use them in the ordinary course of your business cease immediately;
 - 6.5.2 you must account to us for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep such proceeds separate from any monies or property belonging to you; and
 - 6.5.3 we may at any time:
 - 6.5.3.1 require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and
 - 6.5.3.2 if you fail to do so promptly, enter any of your premises where the Goods are stored in order to recover them. Where the Goods are stored at the premises of any third parties engaged by you, you agree to procure for us the rights to enter their premises to recover the Goods on the terms of this clause 6.5.

7 SUPPLY OF SERVICES

- 7.1 We will from the date set out in the Order and for the duration of the Contract supply the Services to you in accordance with the Service Specification in all material respects.
- 7.2 We will use all reasonable endeavours to meet any performance dates for the Services specified in the Order or that you notify to us and we accept but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in any such event.

8 CUSTOMER'S OBLIGATIONS

- 8.1 You shall:
 - 8.1.1 ensure that the terms of your Order and (if submitted by you) the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with us in all matters relating to the supply of Goods and Services;
 - 8.1.3 provide us, our employees, agents, consultants and subcontractors, with access to your premises as reasonably required by us to perform the Contract;
 - 8.1.4 provide us with such information as we may reasonably require to supply the Goods and Services, and ensure that such information is accurate in all material respects;

- 8.1.5 comply with all applicable laws, including health and safety laws and defective premises as relevant to the Goods and Services;
- 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Goods before the date for delivery.
- 8.2 You shall indemnify us in respect of all damage or injury occurring to any person, company or property and against all actions, suits, claims and demands, charges or expenses in connection with the supply of the Goods for which we may become liable, except where the same was caused by our negligence or wilful default.
- 8.3 If our performance of any of our obligations is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Default**"):
 - 8.3.1 we shall without limiting our other rights or remedies have the right to suspend delivery of the Goods and or Services until you remedy your Default, and to rely on your Default to relieve us from the performance of any of our obligations to the extent your Default prevents or delays our performance of any of our obligations;
 - 8.3.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations; and
 - 8.3.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from you Default.

9 CHARGES AND PAYMENT

- 9.1 The price for Goods and Services shall be the price set out in the Contract or, if no price is quoted, the price set out in our published price list as at the date of delivery. Unless otherwise stated the price of the Goods is inclusive of all costs and charges of packaging, insurance and transport of the Goods but, where these are payable in addition as specified in the Contract, they shall be paid by you when you pay for the Goods.
- 9.2 We reserve the right to re-purchase such containers/pallets when empty at such price as we may determine, in which event you shall return them to us in good and complete condition within three months or such longer period as we may specify.
- 9.3 We reserve the right to:
 - 9.3.1 increase the price of the Goods or Services, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods or Services if this is due to:
 - 9.3.1.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.3.1.2 any request by you to change the delivery date(s), quantities or types of Goods or Services ordered, or their Specification; or

9.3.1.3 any failure to give us adequate or accurate information or instructions in respect of the Goods or Services.

9.4 Goods shall be invoiced after or upon completion of delivery.

9.5 The charges for Services shall be calculated and invoiced as set out in the Contract.

9.6 Payment of invoices shall be due:

9.6.1 Unless otherwise stipulated, by the 20th of the calendar month following the date of the invoice and

9.6.2 in full and in cleared funds to a bank account nominated in writing by us, and

time for full such payment shall be of the essence of the Contract.

9.7 We reserve the right at any time to bring forward the due date for payment where (i) we reasonably believe that you have suspended, or are about to suspend, or have ceased or are about to cease to carry on, all or substantially the whole of your business or (ii) credit insurance on your company is reduced or withdrawn.

9.8 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract, you shall, on receipt of a valid VAT invoice from us, pay such additional amounts in respect of VAT as are chargeable.

9.9 If you fail to make any payment due to us under the Contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 2 % per month on the unpaid balance. Such interest shall accrue on a daily basis from the due date until payment whether before or after judgment.

9.10 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

10 CONFIDENTIALITY

10.1 A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

11 PERSONAL DATA

- 11.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, (i) the Data Protection Act 2018, (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation.

12 LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in these Terms shall limit or exclude our liability for:
- 12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 defective products under the Consumer Protection Act 1987; and/or
 - 12.1.4 any other liability which cannot be excluded by law.
- 12.2 Subject to clause 12.1:
- 12.2.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
 - 12.2.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 110% of the Contract price.
 - 12.2.3 the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

13 TERMINATION

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
 - 13.1.2 an order is made or a resolution is passed for the dissolution or winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or

documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action in consequence of debt;

13.1.3 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.2; or

13.1.4 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

13.2 Without limiting our other rights or remedies, we may:

13.2.1 terminate this Contract or suspend all further deliveries of Goods or Services or any other contract between you and us with immediate effect by giving you written notice if you fail to pay any amount due under this Contract on the due date for payment; and

13.2.2 suspend all further deliveries of Goods or Services or under the Contract or any other contract between you and us if you become subject to any of the events listed in clauses 13.1.2, 13.1.3 or 13.1.4, or we reasonably believe that you are about to become subject to any of them.

13.3 On termination of the Contract for any reason:

13.3.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods and or Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

13.3.2 you shall return all of our materials and any deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.3.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.3.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 FORCE MAJEURE

- 14.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, shortage of raw materials, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event. For the avoidance of doubt, a Force Majeure Event shall not release you from your obligation to pay the price for Goods ordered.
- 14.3 If the Force Majeure Event prevents us from providing any of the Goods or Services for more than 4 weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.
- 14.4 Where, because of a force Majeure Event, we are unable to supply the entire quantity of Goods or Services ordered, we may allocate the available supply amongst all our customers as we think fit. In this case, our liability to you under the Contract shall be entirely discharged and we shall be under no further liability to you for any loss or damage thereby caused.

15 GENERAL

15.1 Assignment and other dealings.

- 15.1.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.
- 15.1.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the Contract.

15.2 Notices.

- 15.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.
- 15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second day after posting (excluding Saturdays, Sundays and English public holidays); if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is

signed; or, if sent by or e-mail, one ay after transmission (excluding Saturdays, Sundays and English public holidays).

15.3 **Severance.**

15.3.1 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.

15.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 **Variation.** Except as set out in these Terms, 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 us.

15.8 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).