

1) DEFINITIONS AND INTEPTRETATIONS

- a) The following terms and rules of interpretation shall apply to the contract.
- i) **Business day:** a day other than a Saturday, Sunday, or public holiday in England.
 - ii) **Contract:** the contract between Kitchen Alchemy and the Customer for the sales and purchase of the Goods in accordance with these Terms and Conditions.
 - iii) **Customer:** the person or firm who purchases the Goods from Kitchen Alchemy Limited.
 - iv) **Delivery Location:** has the meaning given in clause 9.1
 - v) **Force Majeure Event:** an event, circumstance, or cause beyond a party's reasonable control.
 - vi) **Goods:** the goods as set out in the Order.
 - vii) **The Company:** Kitchen Alchemy Limited incorporated and registered in England and Wales with company number: 12910259 whose registered office is at 7 Orchard Cottages, Milley Road, Waltham St Lawrence, Berkshire, RG10 0JX.
 - viii) **Intellectual Property Rights:** patents, rights to inventions, copyrights and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in design, rights in computer software, database rights (compliant to GDPR) 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.
 - ix) **Order:** the customer's order for the Goods, as generated by the Customer's inputs into our website configurator, or a written order generated by the Customer and communicated to the Company by email, that contains the requisite information required to be valid as an order.
 - (1) If the product to be ordered is a **consumer good or domestic appliance**, manufactured to a predefined specification, the customer's order must include:
 - (a) The manufacturers name, their part number and the product description, including colour and size.
 - (b) All part numbers and descriptions of all related accessories required
 - (c) The Customers specified Delivery Address.
 - (d) Confirmation and acceptance of the price quoted, including all delivery charges and taxes.
 - (e) Confirmation and acceptance of indicated lead time or the customer's required delivery date, if later than indicated lead time.
 - (i) *If the Customer is a Person using the Company's web-based store, the Order Number will be automatically generated.*
 - (ii) *If the Customer is a Person placing an order via email, the Customer's name and date of email will be used to generate the Order number.*
 - (iii) *If the Customer is a Firm using the Company's web-based store, the Order Number will be automatically generated.*
 - (iv) *If the Customer is a Firm placing an order via email, and the Firm does not specify their own order number, the Firm's name and date of email will be used to generate the Order number.*
 - (2) If the product to be ordered is a **bespoke item** to be manufactured to the Customer's defined specification, the customer's order must include:

- (a) The product brand name, such as **THEWALL®**
- (b) Any sub-brand range names, such as **CONSTRUCTION, BASIC, PROFESSIONAL, or UNIQUE**
- (c) **UNIQUE:**
 - (i) When specifying a **UNIQUE** product, due to the complex manufacturing required to deliver this sub-range, a full technical drawing must be submitted in advance by the Customer detailing what they wish to achieve.
 - (ii) The response of the Company, on behalf of **THEWALL®** will confirm what is deliverable in respect of the Customers specification and confirm the price and earliest possible delivery date for this Order.
- (d) **PROFESSIONAL:**
 - (i) When ordering **PROFESSIONAL** products, the Customer must clearly communicate the **FINISHED** dimensions of the niche it is to be installed into, or the required finished height and width if product is to wall-mounted onto a flat surface.
 - (ii) The front material: i.e. Glass, Ceramic, Aged timber veneer or Anodised Aluminium
 - (iii) The colour or name of finish required.
 - (iv) The number of power rails required. (Maximum of 3(three) per unit)
 - (v) The type and quantity of any socket drillings required. With clear dimensioned locations for each.
 - (vi) The type and quantity of spice or herb can drillings required. With clear dimensioned locations for each.
 - (vii) Whether integrated blue-tooth speakers are required.
- (e) **BASIC:**
 - (i) When ordering **BASIC** products, the Customer must clearly communicate the **FINISHED** dimensions of the niche it is to be installed into, or the required finished height and width if product is to wall-mounted onto a flat surface. **NOTE: The front material will be a laminated finish.**
 - (ii) The name of the colour required.
 - (iii) The number of power rails required. (Maximum of 3(three) per unit)
 - (iv) The type and quantity of any socket drillings required. With clear dimensioned locations for each.
 - (v) The type and quantity of spice or herb can drillings required. With clear dimensioned locations for each.
- (f) When ordering multiple **PROFESSIONAL** or **BASIC** panels for combination into a single installation, the Customer must fully specify each panel, using criteria specified above and indicate how the panels will be installed. i.e. horizontally adjacent, vertically adjacent, or as two or more single installations.
- (g) **NOTE: BASIC and PROFESSIONAL** panels can not be combined in an adjacent manner, due to different unit thickness and front material differences. They can be used separately as distinct installations.
- (h) **CONSTRUCTION:**
 - (i) When ordering **CONSTRUCTION** products, the Customer must clearly communicate the **FINISHED** dimensions of the niche it is to be installed into, or the required finished height and width if product is to wall-mounted onto a flat surface. **NOTE: The frame and rail only will be supplied ready for local fitting of front material sourced and fabricated by the Customer or on behalf of the Customer by a 3rd party.**

(3) INTEGRATED ACCESSORIES:

- (a) Accessories for integration into the product, such as blue-tooth speaker, spice cans, herb cans, power sockets, USB sockets, must be included with the wall panel order. They can not be retrospectively fitted.

(4) 'PLUG AND PLAY' ACCESSORIES:

- (a) Plug and play accessories for use with the product, such as light board shelves, mobile phone charging shelves, directional lights, and knife racks etc. can be ordered together with a specified wall panel or independently of a wall panel order, at any time.

x) **Order Confirmation:**

- (1) For a consumer good or domestic appliance, manufactured to a predefined specification, will be made via an online shopping basket or the issuing of a pro-forma invoice confirming the ORDER.
- (2) For a bespoke, custom-made furniture product, such as **THEWALL®** and any integrated accessories for such products will only be made via the issuing of a pro-forma invoice confirming the composition of the ORDER, and as such shall not be deemed a remote purchase.
- (3) For 'Plug and Play' accessories for **THEWALL®** manufactured to a predefined specification, will be made via an online shopping basket or the issuing of a pro-forma invoice confirming the ORDER.
- (4) In exceptional circumstances and subject to the requisite credit insurances being obtainable and in place, Kitchen Alchemy (at its sole discretion) may extend payment terms of 30 days net of invoice date to regular, trade Customers. In such circumstances Order Confirmation will be the issuing of an Invoice, on the date the order is placed, to the Customer.

xi) **Order Acceptance:** The Order shall only be deemed as accepted by the company when full payment is made by the Customer in response to the Order Confirmation issued by the Company, and a payment receipt is issued to the Customer by the Company; or the regular trade Customer requests a credit Invoice.

xii) **THEWALL®:** a brand name and product manufactured by Orea AG

xiii) **Consumer Goods:** from time to time the range of domestic appliances and consumer goods offered by the Company may alter from time to time.

xiv) **Warranty:** the warranty for goods supplied by the Company is supplied by the manufacturer of each product.

xv) **Terms and Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause **15.3**

b) A person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality.

c) A reference to a party includes its personal representatives, successors and permitted assigns.

- 2) A reference to the singular shall include the plural and vice versa; any gender shall include all genders and persons of no specific gender.
- 3) A reference to a clause or paragraph shall be construed as a reference to a clause or paragraph of these terms and conditions.
- 4) A reference to a statute or 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.
- 5) Any words following the terms including, include, in particular, or similar expressions shall be construed as illustrative and shall not limit the sense of the word, description, definition, phrase or term preceding those terms.
- 6) A reference to written documents includes website text, email and all digital documents including technical drawings.

7) BASIS OR CONTRACT

- a) The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of Order are complete and accurate.
- b) The Order shall only be deemed as accepted by the company when full payment is made by the Customer in response to the Order Confirmation issued by the Company, and a payment receipt is issued to the Customer by the Company; at which point the Contract shall come into existence.
- c) The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Company that is inconsistent with these Terms and Conditions.
- d) Any samples, drawings, descriptive matter or advertising produced by or on behalf of or available via the Company and any descriptions or illustrations contained in catalogues, brochures or websites are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force and they shall not constitute sale by sample, unless specifically stated to the contrary.

8) THE GOODS

- a) In the case of a consumer good or domestic appliance, manufactured to a predefined specification, the definitive description of the goods will be the latest manufacturers' specification of the model(s) ordered, as listed in manufacturers' own literature and websites.

- b) In the case of a bespoke item to be manufactured to the Customer's defined specification, such as **THEWALL®**, the definitive description of the Goods shall be the Order Confirmation.

9) DELIVERY

- a) The Order shall specify the address to which the Goods are to be delivered. At no time will Goods be available for collection.
- b) Cost for the Delivery will be included in the Order Confirmation and must be paid for at time of Order.
- c) Delivery is completed on the completion of unloading of the Goods at the delivery address. The Customer must ensure availability of sufficient, competent persons to bring the Goods inside delivery address.
- d) The Customer or their nominated representative shall inspect the Goods immediately on delivery for any defects or damage.
- e) All dates quoted for delivery at point of sale are approximate only. Firm delivery dates and time windows will be agreed with the Customer prior to delivery. Kitchen Alchemy shall not be liable for any delay that is caused by a Force Majeure Event, or by delay to shipment times caused by industrial action or the United Kingdom's exit from the European Union.
- f) Without limiting the provisions of **clauses 7.2 or 13** (termination), if Kitchen Alchemy fails to deliver the Goods:
- i) In the case of a consumer good or domestic appliance, manufactured to a predefined specification, its liability shall be limited to a refund of monies paid for the Goods undelivered, and assistance in obtaining replacement goods of similar description and quality in the cheapest market available.
 - ii) In the case of a bespoke item to be manufactured to the Customer's defined specification, such as **THEWALL®**, its liability shall be limited to a refund of monies paid for the Goods undelivered, as no alternative goods of similar description of functionality exist in the market.
 - iii) Kitchen Alchemy shall have no liability for a failure to deliver the Goods to the extent that such a failure is caused by a Force Majeure Event.
- g) If the Customer or their nominated representative fails to accept delivery on the agreed date and time window, the Customer will be responsible for any additional costs incurred in rescheduling the delivery and any storage charges that may arise.
- i) Any storage charges will be calculated by adding a 5% charge to the actual cost of storage incurred by Kitchen Alchemy.
 - (1) Any incurred storage chargers must be paid by the Customer before delivery can be rescheduled.
- h) Kitchen Alchemy may deliver the Goods by instalments when the Order contains multiple items. Any delay or defect in an instalment shall not entitle the Customer to cancel that or any other instalment.

10) INSTALLATION

- a) In respect of a consumer good or domestic appliance, manufactured to a predefined specification, installation must be carried-out by a competent person or if required certified tradesperson in accordance with the manufacturer's installation instructions.
- b) In respect of a bespoke item manufactured to the Customer's defined specification, such as **THEWALL®**, installation must be carried-out by a least two competent persons, at least one of whom should be a certified tradesperson if it is required by the manufacturer's installation instructions.

11) QUALITY

- a) In respect of a consumer good or domestic appliance, manufactured to a predefined specification, Kitchen Alchemy warrants that such Goods shall conform in all material respects with their manufacturer's description, be free from material defects in design, material, and workmanship; and be of satisfactory quality.
- b) In respect of a bespoke item to be manufactured to the Customer's defined specification, such as **THEWALL®**, Kitchen Alchemy warrants that such Goods shall conform in all material respects with their manufacturer's description, be free from material defects in design, material and workmanship; and be of satisfactory quality.
- c) If some or all of the Goods do not comply with any of the warranties set out in clauses 11.1 and 11.2 the Customer shall give notice in writing to Kitchen Alchemy, specifying in reasonable detail the nature and extent of the defect / non-compliance. Photographs should be included where issue is of a visual nature.

- d) Subject to clause 11.5, following Kitchen Alchemy's receipt and acknowledgement of written notification pursuant to clause 11.3 and provided the Customer:
 - i) Affords Kitchen Alchemy a reasonable opportunity of examining the Defective Goods and Kitchen Alchemy shall, at its option, repair or replace the Defective Goods, or refund the price of the Defective Goods in full.
- e) Kitchen Alchemy shall not be liable for Goods' failure to comply with the relevant warranty referred to in clauses 11.1 and 11.2 in any of the following events or circumstances:
 - i) The defect arises because the Customer failed to the manufacturer's instructions as to storage, commissioning, installation, use and maintenance of the Goods.
 - ii) The defect arises as a result of altering any factory applied finishes to the Goods.
 - iii) The defect is as a result of temporary marks that are common to Goods of the nature supplied such as fingerprints or other signs of daily living.
 - iv) The defect in or damage to the Goods results from their not being cleaned or maintained in accordance with the instructions proved by the manufacturer.
 - v) Any defect in or damage to the Goods results from the installation or use of the Goods.
 - vi) Any defect in or damage to the Goods results from mishandling or misuse of the Goods.
 - vii) Naturally occurring variations to materials (such as wood) or variation from any material sample provided.
 - viii) The customer alters or repairs such Goods without the written consent of Kitchen Alchemy.
 - ix) The defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions; or the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- f) Except as provided in this clause 11, Kitchen Alchemy shall have no liability to the Customer in respect of the Goods' failure to comply with the relevant warranty referred to in clause 11.3
- g) The terms implied by sections 13 to 15 of the Sales of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- h) These Terms and Conditions shall apply to any repaired or replacement goods supplied by Kitchen Alchemy.

12) TITLE AND RISK

- a) The Title to the Goods shall pass to the Customer on receipt of payment in full. Which must be made pro-forma or via the Company's website at time of order.
- b) In exceptional circumstances and subject to the requisite credit insurances being obtainable and in place, Kitchen Alchemy (at its sole discretion) may extend payment terms of 30 days net to regular, trade Customers. In such circumstances Title to the Goods shall not pass to the Customer until receipt of payment in full has been made to the Company.
- c) The risk in the goods shall pass to the Customer on completion of delivery to the specified delivery address.
- d) In respect of regular, trade Customers: until Title to the Goods has passed to the trade Customer, the Customer shall:
 - i) Maintain the Goods, if held in stock or on display, in satisfactory condition and keep them insured against all risk for their full price from and including the date of delivery.
 - ii) Notify Kitchen Alchemy immediately if it becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.8
 - iii) Allow Kitchen Alchemy access to the Goods immediately upon request from Kitchen Alchemy; and
 - iv) give Kitchen Alchemy such information relating to the Goods as the Company may require from time-to-time.
- e) In respect of regular, trade Customers: if before Title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.8, then, without limiting any other right or remedy Kitchen Alchemy may have, Kitchen Alchemy may at any time:
 - i) Require the Customer to deliver up all unpaid for Goods in its possession; and

- ii) If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- f) All Intellectual Property Rights owned, licensed to or otherwise used by Kitchen Alchemy and its suppliers are expressly reserved. No provision of the Contract shall confer a right on the Customer to utilise any such Intellectual Property Rights nor entitle the Customer to hold itself out or otherwise represent itself as a stockist or authorised distributor of any such persons or entities.

13) PRICE AND PAYMENT

- a) The price of the Goods shall be the price set out on the Order Confirmation.
- b) Kitchen Alchemy may, by giving notice to the Customer at any time before delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - i) Any factor that is beyond Kitchen Alchemy's control, such as increases in taxes or duties.
 - ii) Any request by the Customer to change delivery location, order quantities, types, colour or finishes of Goods ordered provided that nothing in this clause shall require Kitchen Alchemy to accept such instructions.
- c) Payment for the Goods must be made at time of order, either via Kitchen Alchemy's website or to the bank details specified on the pro-forma invoice.
 - i) In exceptional circumstances and subject to the requisite credit insurances being obtainable and in place, Kitchen Alchemy (at its sole discretion) may extend payment terms of 30 days net to regular, trade Customers. Time for payment shall be of the essence of the Contract.
 - ii) If the Customer fails to make a payment due to Kitchen Alchemy under the Contract by the due date, then, without limiting Kitchen Alchemy's remedies under clause XX (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 13.3.2 will accrue at 4% a year of Bank of England's base rate at time of default, but at 4% for any year when that base rate is below 0%.
- d) All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14) LIMITATION OF LIABILITY

- a) Without limiting the provisions of clause 9.6 the restrictions on any liability in this clause 14 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- b) Nothing in this Contract limits any liability which can not legally be limited, including liability for:
 - i) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).
 - ii) Fraud or fraudulent misrepresentation.
 - iii) Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - iv) Defective products under the Consumer Protection Act 1987.
- c) Subject to clause 14.2 and without limiting the provisions of clause 9.6, Kitchen Alchemy's total liability to the Customer shall not exceed the Price of the Goods under Contract.
- d) Subject to clause 14.2 the following types of loss are wholly excluded:
 - i) Loss of profit
 - ii) Loss of sales or business
 - iii) Loss of agreements or contracts
 - iv) Loss of or damage to goodwill
 - v) Indirect or consequential loss.
- e) Unless the Customer notifies Kitchen Alchemy that it intends to make a claim in respect of an event within the notice period, Kitchen Alchemy shall have no liability for that event. The notice period for an event shall start on

the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- f) This clause 14 shall survive the termination of the Contract.

15) TERMINATION

- a) Without limiting its other rights or remedies, Kitchen Alchemy may terminate this Contract with immediate effect by giving written notice if:
- i) The Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 5 working days after being notified in writing to make such a payment.
 - ii) The customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound-up, 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.
 - iii) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership)
 - iv) A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 (fourteen) days.
 - v) There is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010)
 - vi) The Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business
 - vii) The Customer suspects or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or a limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or being a partnership has a partner to whom any of the foregoing apply; or
 - viii) The Customer's financial position deteriorates to such an extent that in Kitchen Alchemy's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- b) Without limiting its rights or remedies, Kitchen Alchemy may suspend provision of the Goods under the Contract or any other contract between the Customer and Kitchen Alchemy if the Customer becomes subject to any of the events listed in clause 15.1.2 to clause 15.1.8, or Kitchen Alchemy believes that the Customer is about to become subject to any of them.
- c) On termination of the Contract for any reason the Customer shall immediately pay to Kitchen Alchemy all of Kitchen Alchemy's outstanding invoices and interest.
- d) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before Termination.
- e) Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16) FORCE MAJEURE

- i) Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligation under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the contract by giving 5 working days' notice. To the affected party.

17) GENERAL

a) Assignment and other dealings.

- i) Kitchen Alchemy may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- ii) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

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b) Entire Agreement.

- i) 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.
- ii) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

c) Variation.

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

d) Waiver.

- (a) No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

e) Severance.

- (a) If any provision or part provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 17.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

f) Notices.

- i) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (1) Sent by email to the address specified in the Order Confirmation.
- ii) Any notice or communication shall be deemed to have been received:
 - (1) At the time of transmission, or if this time falls outside business hours, when business hours resume PROVIDED THAT and without limiting the provisions of clause 16 (Force Majeure), in the case of notices or other communications to Kitchen Alchemy, if the Customer does not receive an electronic automated out of office or delivery failure notification after sending such notice or other communication.
 - (2) In this clause 17.6.2.1, business hours mean 9,00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- iii) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

g) Third Part rights.

- i) 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.
- ii) The rights of parties to rescind or vary the Contract are not subject to the consent of any other person.

h) Governing law and Jurisdiction.

- (a) The Contract, and any dispute or claim (including non-contractual disputes and 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. 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 this Contract or its subject matter or formation.