



## Pantheon Catering Equipment - Terms and conditions

### 1. Interpretation

- 1.1.** The definitions and rules of interpretation in this condition apply in these Conditions
- Buyer: the person, firm or company who purchases the Goods from the Company.
  - Company: Pantheon Catering Equipment Ltd, Registered number 05585351.
  - Registered Address: 74 St Georges Road, Bolton, Lancashire, BL1 2DD.
  - Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.
  - Delivery Point: the place where delivery of the Goods is to take place under Condition 4.
  - Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).
- 1.2.** A reference to any particular law is a reference to the law as it stands and as is in force, this includes any account of amendment, extension, application or re-enactment and includes any subordinate legislation made under said law.
- 1.3.** Words that are singular include the plural and words that are plural include the singular.

### 2. Application of the Terms

- 2.1.** No terms and conditions expressed, endorsed, delivered with or contained in the Buyer's purchase order, order confirmation, specification or other document shall form part of the contract simply as a result of such document being referenced or referred to in the contract.
- 2.2.** These Conditions apply to all the Company's sales. Any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall limit or exclude the Company's liability for fraudulent misrepresentation.
- 2.3.** Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer from Buyer to buy Goods subject to these Conditions.
- 2.4.** No order placed by the Buyer shall be deemed to have been accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 2.5.** The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.6.** No variation or addition to any quotation/order shall have effect unless they have been agreed upon and confirmed in writing by the Company.

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

### 3. Description

- 3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described within them and shall remain the property of the Company (together with the copyright therein). They shall not form part of the Contract and this is not a sale by sample.
- 3.3 Although every effort has been made to ensure that the descriptions and illustrations in our catalogues and brochures are correct they do not constitute a sale by description. The Company reserves the right to modify or vary the design, specification or finish of any of our produces without notice.

### 4. Delivery

- 4.1. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Buyer's place of business.
- 4.2. The Company reserves the right to charge for carriage and packaging at its discretion.
- 4.3. When Goods are delivered to the Buyer, the Buyer must ensure that each consignment note is countersigned by one of the Buyer's employees or agents showing the time and date of arrival of the Goods. Clear signatures should be given on each consignment note and such counter signatures shall mean that the Buyer has accepted delivery of the Goods. The Company cannot accept responsibility for indecipherable signatures should the consignment become the subject of a claim.
- 4.4. It is the Buyer's responsibility to inspect the goods at the time of the delivery Failure to do so may result in the buyer being responsible for costs incurred due to any damage or discrepancy.
- 4.5. The Company must be notified within 24 hours of the time of arrival of the Goods of any claim for damage, whereupon the following details must be notified to the Company: advice note number; time and date of arrival of the Goods; name of carrier; condition of Goods and packaging; and date the carrier advised. In the absence of such notification the Buyer shall be deemed to have accepted the goods.
- 4.6. The provisions of **S35 (A) of The Sale of Goods Act 1979** (as amended) shall not apply to the Contract except where the Buyer deals as a consumer within the meaning of **Section 12 of the Unfair Contract Terms Act 1977**.
- 4.7. The Company shall endeavour to ensure that the goods are delivered within the time agreed however any dates specified by the Company for delivery of the Goods are intended to be an estimate. When the Buyer places an order, if no time is specified then delivery shall be within a reasonable time.

**4.8.** If despite the endeavours to deliver the goods the Company is unable for any reason to fulfil a delivery or performance on the specified date the Company will be deemed to not be in breach of the contract and have no liability to the Buyer for direct, indirect or consequential loss, (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence) nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

**4.9.** If for any reason the Buyer fails to accept the delivery of any Goods when they are ready for delivery or If the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- **4.9.1.** Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- **4.9.2.** The Goods shall be deemed to have been delivered

**And**

- **4.9.3.** The Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.10.** The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading or unloading (as the case may be) the Goods.
- 4.11.** The Company may deliver the Goods by separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions of the Contract.
- **4.11.1.** Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

## **5. Non-Delivery**

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

**5.2.** The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.

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

## **6. Returns**

**6.1.** Any goods agreed by the Company as acceptable to return or any reason (excluding faulty goods) will be subject to a restocking charge of 25% of the net invoiced price plus any collection charges which the Buyer must pay.

## **7. Risk/Title**

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

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

- **7.2.1.** the Goods
- **7.2.2.** All other sums which are or which become due to the Company from the Buyer on any account.

**7.3.** Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- **7.3.1.** hold the Goods on a fiduciary basis,
- **7.3.2.** store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property,
- **7.3.3.** not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods,

**And**

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

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

- **7.4.1.** any sale shall be effected in the ordinary course of the Buyer's business at full market value

**And**

- **7.4.2.** Any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

**7.5.** The Buyer's right to possession of the Goods shall terminate immediately if:

- **7.5.1.** The Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- **7.5.2.** The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- **7.5.3.** The Buyer encumbers or in any way changes any of the Goods.

- 7.6. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.7. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.8. Where the Company is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all Goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 7.9. On termination of the Contract, however caused, the Company's (but not the Buyer's) rights contained in this **Condition 7** shall remain in effect.

## 8. Price

- 8.1. Unless otherwise agreed in writing by the Company, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery unless for an agreed discount.
- 8.2. The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

## 9. Special Order Items

- 9.1. Items deemed as 'Special Order' cannot be cancelled once manufacture has commenced and must be paid for on a pro forma basis prior to the Company confirming the order with the Supplier, regardless of the Buyer's credit status with the Company.
- 9.2. Lead times will only commence once the order has been placed by the Company to the Supplier and it is the Buyer's responsibility to make prompt payment to allow the order to be placed with the Supplier.
- 9.3. The Company will not be responsible for extended lead times beyond those stated as a direct result of late payment or order confirmation from the Buyer.

## 10. Right to Cancel

- 10.1. Your right to cancel starts at the time of placing the order for stocked items only; this right to cancel ceases at the point of despatch.
- 10.2. Special order items or items of a bespoke nature cannot be cancelled once manufacture has commenced.
- 10.3. Items ordered by the Company from a third party Supplier will be governed by the third party Suppliers cancellation policy and any subsequent costs incurred by the Company shall be passed on to the Buyer.

## 11. Payment

- 11.1. The Company shall despatch goods to Buyer's who do not have credit accounts once payment has been received against a pro forma invoice.
- 11.2. Buyers with a credit account are required to give a full payment within 30 days from the date of the invoice, unless other, alternative terms have been confirmed in writing by the Company.
- 11.3. No payment shall be deemed to have been received until the Company has received

cleared funds.

- 11.4.** All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 11.5.** The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 11.6.** If the Buyer fails to pay the Company any sum in accordance to the Contract, the Buyer shall be liable to pay interest to the Company susceptible from the due date accruing on a daily basis until payment is made. The Company reserves the right to claim for all direct expenses reasonably incurred by the Company in collecting or attempting to collect amounts outstanding. Such expenses include but are not limited to fees of delivery collection services, solicitors, accountants and all other direct expenses so incurred under the **Late Payment of Commercial Debts (Interest) Act 1998**.
- 11.7.** In the event that any payment due to the Company is withheld or delayed the Company reserves the right suspend further deliveries to the Buyer.
- 11.8** Payments on credit card will attract an additional charge of 3% of the the total sale value; payments made on debit card will attract an additional charge of 1.5% of the total sale value.

## **12. Credit / Credit Checks**

- 12.1** The Contract shall be subject to the Company being satisfied as to the Buyer's references and without prejudice to the generality of the foregoing, the Company may (in its absolute discretion), having informed the Buyer that the Goods are ready for despatch, refrain from delivering the Goods until such time as the Buyer tenders payment of the price for the Goods together with any other sums which are or which become due to the Company from the Buyer on any account.
- 12.2** The Buyer has a responsibility to ensure that all information provided is factually correct in every respect to the limitations of the Buyer's knowledge. As such any information that is withheld and would be prevalent to the Company would render any offer invalid.
- 12.3** The Buyer should understand that a credit check may be taken out using a credit reference agency before acceptance of a credit offer. The company reserves the right to record information relating to the Buyers credit performance and such records could be made available to reference agencies used to assess credit applications.

## **13. Guarantee / Warranty**

- 13.1** Subject to the remaining provisions of this Condition 11, if the Buyer establishes to the Company's reasonable satisfaction that:
- 13.1.1.** The Goods are defective or (where applicable) there is a defect in the workmanship of the Goods;
  - **13.1.2.** (where applicable) there is a defect in the design of the Goods;
- Or**
- **13.1.3.** (where applicable) the Goods are not in accordance with the quality or specification contained in the Contract;

Or

- **13.1.4.** there is some other failure on the Company's part in relation to the Goods to comply with the Contract,
- **13.1.5** the goods are within the 12 months from the date of purchase

**Then the Company shall:**

- **13.1.8** Repair the Goods;
- **13.1.9** If in the sole opinion of the Company, the Goods cannot be repaired, replace the Goods with goods which are in accordance with the Contract.

**132. Condition 11.1** shall not apply unless:

- **13.2.1.** in the case of defects which would have been reasonably apparent to the Buyer on reasonable examination of the Goods on delivery, the Buyer gives written notice of the defect to the Company within 14 days of the date of delivery; or
- **13.2.2.** In the case of all other defects, the Buyer gives written notice of the defect to the Company within 7 days of the date when the defect becomes apparent.

**13.3.** The Buyer shall give to the Company, the Company's employees and agents safe and unrestricted access to the Buyer's place of business (together with such other facilities and information as the Company may reasonably require) to allow the Company to ascertain or verify the nature and cause of the alleged defect or failure and to carry out the Company's obligations.

**13.4.** The Buyer may be given written notice to immediately stop using of any of the Goods for the Company after the Company have been notified of an alleged defect or failure. If the Buyer fails to comply with that notice the Company shall not be liable to the Buyer under this Condition or otherwise in relation to such Goods. If the Company does not give the Buyer notice, the Company shall not be liable for any damages or losses which the Buyer suffers if such damages or losses are caused by the Buyer's continued use of the Goods after a defect or failure became apparent to the Buyer.

**13.5.** The Company shall not be under an obligation to repair (or replace) the Goods (or any part of them) where the alleged defect or failure results from the Buyer or any third parties incorrect installation or handling, alteration without the Company's consent, wear and tear,

accident, failure to observe the sampling or testing procedures, abnormal or improper conditions of storage, use or any act; neglect or default (including negligence), or results from incorrect specification or other data supplied to the Company by the Buyer.

**13.6.** If in the Company's sole opinion the Goods cannot be repaired, the Company shall deliver the replacement goods provided under the Guarantee to the Buyer at the Buyer's place of business. Ownership of the defective Goods shall (if it has vested in the Buyer) re-vest in the Company. The Buyer shall make any such arrangements as may be necessary to remove

the defective Goods but the Buyer must not dispose of any of the Goods without the Company's prior written consent.

**13.7.** The provisions of this **Condition 11** shall not apply to any replacement goods provided under the warranty or guarantee.

**13.8.** The Guarantee is in place of any other legal remedy which the Buyer has in respect of any alleged defect or failure and:

- **13.8.1.** The Company's liability shall in all cases and for all such purposes be limited to the obligations imposed by the Guarantee;
- **13.8.2.** Any other condition, warranty, representation or undertaking of the Company as to the quality of the goods or their fitness or suitability for any purpose which may be implied by statute, custom of the trade or otherwise is excluded and the provisions of **sections 13 to 15 of the sale of goods act 1979** shall not apply to the contract except where the Buyer deals as a consumer within the meaning of **section 12 unfair contract terms act 1977**;
- **13.8.3.** The Company shall not be liable to the Buyer in contract, tort or for breach of statutory duty for any loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss of data, loss of use, loss of contracts, loss of expected savings or interruption to the Buyer's business which the Buyer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the obligations of this **Condition 11**.
- **13.8.4.** The Company shall not be liable for faults in or failure of the Goods due to the Buyer's methods of placing or positioning, or the effects of inclement weather during placing or positioning;
  - **13.9.8.1.** if a defect in the Goods should have been revealed by the Buyer's examination at the time of supply, the Company's responsibility in respect of such defect shall be limited to the supply of goods to replace the defective goods;
  - **13.9.8.2.** if at the Buyer's request the Company have incorporated any additional material from any source into the Goods supplied the Company shall not have any liability for any losses that may be suffered by the Buyer in respect of such incorporation;
- **13.8.5.** Without prejudice to the above where in relation to any supply of Goods the Company comply with the Buyer's request for a variation of any of the constituents and/or properties referred to in the description of the Goods specified on the consignment note, the Buyer accepts any consequential variation to those constituents and/or properties and the Company shall have no liability for any loss, damage or defect resulting from such variation or additions.
- **13.8.6.** The Company shall not be liable for any additional costs incurred accessing the goods with an alleged failure or defect, as a placement or positioning the Goods by the Buyer.
- **13.8.7.** The Company does not accept responsibility for any damages that occur in transit to warranty items being returned back to base due to inadequate packaging. The warranty excludes bulbs, glass and toaster elements.

## **14. Inspection and Test**

- 14.1** The Company's products are carefully inspected and where practicable submitted to the Company's standard tests at the Company's place of business before despatch.
- 14.2** If Tests other than the Company's standard tests are required or tests are required to be carried out in the presence of the Buyer (or the Buyer's representative), the Company reserves the right to charge for such testing.
- 14.3** In the event of any delay on the Buyer's part in attending such tests, such delay being longer than 7 days from the date that the Company notified the Buyer that the Company is in a position to proceed, the Company reserves the right to proceed with such tests in the

Buyer's absence and such tests shall be deemed to have been made in the Buyer's presence.

## 15. WEEE Directive Compliance

**15.1** The Company shall be legally responsible for the collection and treatment of electronic/electronic goods once at the end of their useful life as apart of the **UK WEEE (Waste Electrical and Electronic Equipment) regulation** under the following conditions:

- The Company will take back like for like units purchased before 13<sup>th</sup> August 2005 with prior notice at the Buyers expense (like for like meaning equivalent type fulfilling the same function and of similar size and weight)
- All of the Pantheon branded electrical and electronic goods.

**15.2** Environment Agency Producer Registration Number WEE/JG0104WV

## 16. Limitation of Liability

**16.1.** Subject to **Condition 4, Condition 5 and Condition 11**, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of:

- **16.1.1.** any breach of these Conditions;
- **16.1.2.** any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- **16.1.3.** Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

**16.2.** Nothing in these Conditions shall impose on the Company any liability in respect of any representation, suggestion or comment with regard to the Goods made by the Company, its

employees or agents in the course of any negotiations between the Company and the Buyer (including but not limited to any performance figures given by the Company) leading to the making of the Contract unless in the case of any such representation the Company has expressly agreed in writing that it shall be a term of the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

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

**16.4.** Nothing in these Conditions excludes or limits the liability of the Company:

- **16.4.1.** for death or personal injury caused by the Company's negligence; or
- **16.4.2.** under **section 2(3), Consumer Protection Act 1987**;

Or

- **16.4.3.** for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability;

Or

- **16.4.4.** For fraud or fraudulent misrepresentation.

**16.5.** Subject to **Condition 14.3** and **Condition 14.4**:

- **16.5.1.** the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price;

**And**

- **16.5.2.** the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss of data, loss of use, loss of contracts, loss of expected savings or interruption to the Buyer's business, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **17. Export Terms**

**17.1** Unless otherwise agreed in writing by the Company, where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible (at the Buyer's cost) for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining relevant licenses, permits and permissions) and for the payment of any duties and for supplying all relevant details to the Company where delivery is to be made at the Buyer's place of business.

**17.2.** It is The Buyer's responsibility to deliver goods that are destined for outside of the UK .

**17.3** Parts only Warranty will apply to goods exported from the UK.

## **18. Call Recording**

For security and monitoring purposes your call may be recorded. The interception, recording and monitoring of telephone calls is governed by a number of different pieces of UK legislation. The Company complies with the requirements of relevant legislation of which the main ones are:

- Data Protection Act 1998.
- Telecommunications (Data Protection and Privacy) Regulations 1999.

## **19. Force Majeure**

The Company reserves the right to postpone the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation to, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **20. General**

**20.1.** Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

**20.2.** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable

or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 20.3.** Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 20.4.** Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 20.5.** The parties to the Contract do not intend that any term of the Contract shall be enforceable  
by virtue of the **Contracts (Rights of Third Parties) Act 1999** by any person that is not a party to it.
- 20.6.** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.