

ARCELORMITTAL KENT WIRE LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOOD AND/OR SERVICES

The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of Liability)

1 Definitions

In these Conditions, the following definitions apply:

"Agent" a third party authorised by the Supplier to negotiate and sign or otherwise conclude contracts for the sale of Goods and/or Services in the name of and on behalf of the Supplier without prior reference to the Supplier.

"Business Day" a day (other than a Saturday, Sunday or a public holiday in England) when banks in London are open for business.

"Commencement Date" has the meaning set out in clause 2.2.

"Conditions" these terms and conditions as amended from time to time in accordance with clause 15.5.

"Contract" the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Contract Year" a 12-month period commencing with the Commencement Date or any anniversary of it.

"Customer" the person or firm who purchases the Goods and/or Services from the Supplier.

"Customer Specification" has the meaning given in clause 3.2.

"Deliverables" the deliverables set out in the Order.

"Delivery Location" has the meaning set out in clause 4.2.

"Force Majeure Event" has the meaning given to it in clause 15.1.1.

"Goods" the goods (or any part of them) set out in the Order.

"Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Minimum Order" any order whereby the price for the Goods and/or Services has been agreed by the Supplier in writing on the condition that the Customer will order a minimum amount, whether in relation to volume or overall price.

"Minimum Order Price" the price agreed by the Supplier in writing for the Goods and/or Services in accordance with a Minimum Order.

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"Services" the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

"Specification" any description or specification for the Goods and/or Services, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

"Supplier" ArcelorMittal Kent Wire Limited (registered in England and Wales with company number 2153671).

“Supplier Materials” has the meaning set out in clause 8.1.8

2 Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Customer acknowledges and agrees that it may submit the Order to an Agent, and in such event, the sale of the Goods and/or Services agreed by the Agent shall be agreed on behalf of the Supplier and supplied by the Supplier on these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier’s catalogues or brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 **These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. 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 Customer that is inconsistent with these Conditions.**
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 Goods

- 3.1 The Goods are described in the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer (“**Customer Specification**”), the Customer shall indemnify the Supplier 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 professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with the Supplier’s use of the Customer Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4 Delivery of Goods

- 4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is

being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

- 4.2 The Supplier shall deliver the Goods to a single location set out in the Order or such other location as the parties may agree in writing (“**Delivery Location**”) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location or upon the time at which the relevant vehicle transporting the Goods has arrived at the nearest accessible, unfettered, hard road approach to the Delivery Location. The maximum time allowed by the Supplier for unloading of vehicles is 2 hours, or such other time period as is specified in the Order, after which the Supplier reserves the right to increase its charges.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer’s failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the cost of the Goods to be supplied pursuant to the Order. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer’s failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 The Supplier 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 the Customer to cancel any other instalment.

5 Quality of Goods

- 5.1 Subject to the applicable British Standard in force from time to time, the Supplier warrants that on delivery the Goods shall:
 - 5.1.1 conform in all material respects to the Specification; and
 - 5.1.2 be free from material defects in material and workmanship;
- 5.2 Subject to clause 5.3, if:
 - 5.2.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery (not exceeding 3 days from the date of delivery) that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
 - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods’ failure to comply with the warranty in clause 5.1 if:
 - 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow the Supplier’s oral or 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 the Supplier following any drawing or design supplied by the Customer or any Customer Specification;

- 5.3.4 the Customer alters or repairs such Goods without the prior written consent of the Supplier;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- 5.3.6 the Goods differ from any Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.3.7 the Goods have a film of rust or mill scale on reinforcement.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

6 Title and Risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
 - 6.2.1 the Goods; and
 - 6.2.2 any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
 - 6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's 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 the Supplier's behalf from the date of delivery;
 - 6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1 and
 - 6.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,but the Customer may resell or use the Goods in the ordinary course of its business (as principal and not as the Supplier's agent).
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, 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.

7 Supply of Services

- 7.1 The Supplier shall provide the Services to the Customer in accordance with the Specification in all material respects.

- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier shall have the right to make any changes to the Services or Specification which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8 Customer's Obligations

- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and any Customer Specification are complete and accurate;
 - 8.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 8.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 8.1.5 prepare the Customer's premises for the supply of the Services;
 - 8.1.6 comply with all applicable laws, including those relating to health and safety;
 - 8.1.7 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 8.1.8 keep and maintain all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - 8.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9 Charges and Payment

- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. Where unit prices are expressed in terms of price per tonne the weight of the Goods shall be calculated in accordance with the applicable British Standard in force from time to time (or any similar standards which replace the British Standards). The price of the Goods is inclusive of all costs and charges of delivery, packaging, insurance and transportation of the Goods, unless otherwise specified in the Order.
- 9.2 The charges for Services shall be on a time and materials basis as calculated in accordance with the Specification.
- 9.3 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 9.3.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 9.3.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.4 If the Customer fails to meet any Minimum Order requirement set out in an Order, the Supplier shall be entitled to charge to the Customer the price difference between the Minimum Order Price and the current market price for the supply of such Goods and/or Services as set out in its published price list at the time of delivery.
- 9.5 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the provision of the Services.
- 9.6 The Customer shall pay each invoice submitted by the Supplier:
- 9.6.1 within 30 days of the date of the invoice; and
 - 9.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.
- 9.7 Where applicable, all amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT").
- 9.8 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2 per cent of the total invoice amount for every period of 30 days (and pro rata for any part period of 30 days) from the due date of payment until the date of actual payment of the overdue amount.
- 9.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall (as between the parties) be owned by the Supplier.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 10.3 All Supplier Materials are the exclusive property of the Supplier.

11 Confidentiality

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 or on behalf of the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall only use such confidential information for the purpose of exercising its rights and performing its obligations under or in connection with the Contract, and shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

12 Limitation of Liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in these Conditions shall limit or exclude any liability of the Supplier which cannot legally be limited, including for:
 - 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 12.1.5 defective products under the Consumer Protection Act 1987.
- 12.2 Subject to clause 12.1:
 - 12.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty, or otherwise, for any:
 - 12.2.1.1 loss of profit;
 - 12.2.1.2 loss of sales or business;
 - 12.2.1.3 loss of agreements or contracts;
 - 12.2.1.4 loss of anticipated savings;
 - 12.2.1.5 loss of use or corruption of software, data or information;
 - 12.2.1.6 loss of or damage to goodwill; and

- 12.2.1.7 indirect or consequential loss arising under or in connection with the Contract; and
- 12.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty, or otherwise, shall in no circumstances exceed the total charges paid by the Customer for the Goods and/or Services in the Contract Year in which the losses in question arose.
- 12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 This clause 12 shall survive expiry or termination of the Contract.

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 suspends, 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 13.1.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.3 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.4 a creditor or encumbrancer of the other party 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 its assets and such attachment or process is not discharged within 14 days;
 - 13.1.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 13.1.6 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.1.7 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.1.8 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
 - 13.1.9 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 this clause 13.1.

- 13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- 13.2.1 by giving the Customer one month's written notice;
 - 13.2.2 with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:
- 13.3.1 the Customer fails to pay any amount due under this Contract on the due date for payment; or
 - 13.3.2 the Customer becomes subject to any of the events listed in clause 13.1, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14 Consequences of Termination

On termination of the Contract for any reason:

- 14.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 14.3 the accrued rights and remedies of the parties as at the date of 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
- 14.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15 General

- 15.1 Force majeure:
 - 15.1.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Supplier including strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, epidemic or pandemic (in each case whether or not declared), terrorist attack, war, riot, civil commotion (or the threat of or preparation of the foregoing) imposition of sanctions, embargo or breaking off of diplomatic relations, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
 - 15.1.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 - 15.1.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 14 weeks, the Supplier shall,

without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

- 15.2 Assignment and subcontracting:
 - 15.2.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
 - 15.2.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.3 Notices:
 - 15.3.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
 - 15.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.4 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.5 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
- 15.6 Interpretation: Any words following the terms **including, include, in particular, for example** or similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 15.7 Governing law and jurisdiction: This Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim.