Contacting the Company. The Company may be contacted by telephone on 0845 605 6688 or by email at enquiries@sunrisemed.co.uk in relation to any order made under these Conditions.

Communication with You. If required, the Company will contact You by email or post on the details provided in the Order.

We draw Your attention to clause 10.11 of these Conditions and recommend that You review this clause prior to making any payment to the Company.

1 INTERPRETATION

1.1 Definitions:

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

*“Company”* Sunrise Medical Limited (registered in England and Wales with company number 03570204 and any of its subsidiary companies as appropriate).

*“Conditions”* the terms and conditions set out in this document as amended from time to time in accordance with clause 2.6.1.6.

*“Configured Goods”* means goods set out in the Order which are unique to You and have been manufactured to meet Your requirements, including prescribed wheelchairs.

*“Contract”* the contract between the Company and You for the sale and purchase of Goods in accordance with the Conditions.

*“Goods”* the goods (or any part of them) set out in the Order.

*“Order”* Your order for the Goods, as set out on Your purchase order form, or, if relevant, Your order for the Goods placed through the Site.

*“Privacy Policy”* the privacy policy published at www.sunrisemed.co.uk/privacy-policy-gb as updated and amended from time to time.

*“Site”* any website published on the World Wide Web for or by the Company.

*“Specification”* any specification for the Goods agreed in writing by You and the Company.

*“You”, “Your”* the person or firm which purchases the Goods from the Company as stated on the Order.

1.2 A reference to a company, order or statutory provision is a reference to that such statute or provision as amended or re-enacted. A reference to a statute or statutory provision shall be construed as including a reference to that statute or statutory provision as amended or re-enacted.

1.3 Any phrase introduced by the terms or similar expression shall be construed as illustrative and shall not limit the sense or meaning of the words preceding those terms.

1.4 A reference to writing or written includes faxes and emails.

2 U.K CONSUMER SALES – CLAUSE ONLY APPLIES TO CONSUMER SALES

2.1 These Conditions do not affect Your statutory rights.

2.2 If there is any conflict between this Clause 2 and the Conditions then this Clause shall take precedence.

2.3 Where the Contract is for the sale of Goods to a consumer that is in general a person acquiring the Goods otherwise than for the purpose of a trade or business the statutory rights or obligations that arise if the Goods are defective are not of the essence. You shall not be entitled to cancel the Order or to claim damages or compensation for loss or damage which arises by reason of any delay in performance or defect in the Goods to the extent that such delay or defect is caused by Your acts or omissions.

2.4 You shall not be entitled to return the Goods for any reason except under the warranty conditions in Section 5.

2.5 The Company may require a signed declaration of disability from You if the Goods supplied are exempt from VAT or other taxes due to a supply to a person acquiring the Goods otherwise than for the purpose of a trade or business and the Goods are unique to You and have been manufactured to meet Your requirements.

2.6 Where the Company have supplied consumable items which are not covered by the warranty unless such items can be proven to have suffered undue wear as a result of an original manufacturing defect. Such items include, without limitation, lubricants, motor oils, fuel filters, filters, upholstery, tyres and similarly similar parts. Batteries will only be covered by the warranty where they have been supplied by the Company, have been fully charged and maintained fully in accordance with the manufacturer’s recommendations; and

2.6.1 the warranty will not cover Goods which require repair or replacement as a result of:

2.6.1.1 Goods or parts not being maintained in accordance with the manufacturer’s recommendation, as to be specified original equipment parts have not been used;

2.6.1.2 Goods or parts damaged by neglect, accident or incorrect use;

2.6.1.3 Goods or parts having been altered from the manufacturer’s specifications or repairs attempted by anyone other than the designated repairer;

2.6.1.4 wear and tear.

3 BASIS OF CONTRACT

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

3.2 The Order, whether placed by You or accepted by You to purchase the Goods in accordance with these Conditions, are responsible for ensuring that terms the Order are complete and accurate.

3.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

3.4 If You submit an Order through the Site, You will receive an acknowledgement email which does not constitute acceptance of the Order and in relation to Orders for Configured Goods, it is Your responsibility to check that the Company’s order acknowledgement is correct. Provided You do not inform Us in writing within 24 hours of the Company’s order acknowledgement, the Order is accurately reflected for Configured Goods, You will receive a separate confirmation email which includes the order total. If the Company is unable to supply any Goods, for example because such Goods are not in stock or are no longer available, the Company will inform You of this by email and the Order will not be accepted. Where Goods are no longer available, the Goods, the Company will refund the full amount paid.

3.5 A quotation for the Goods given by the Company shall not constitute an offer: A quotation shall only be valid for a period of 30 Business Days from its date of issue and may be withdrawn by the Company within such period at any time written upon written or oral notice.

4 GOODS

4.1 The Goods shall be deemed to be delivered if the Goods are delivered to the Contract Location. The Company shall not be liable to ensure delivery of the Goods to another location without express written agreement.

4.2 The Company reserves the right to amend the Specification without notice to ensure transparency with Your customer in relation to any pricing rebate or discount that applies to the Goods.

4.3 Any samples, designs, specifications, or other information given to the Company or the information and data, descriptive matter or advertising produced by the Company shall not be treated as forming part of the Contract.

4.4 The Company shall only accept cancellation by You if all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other direct or indirect damage resulting from such cancellation are paid by You to the Company.

4.5 Where powered mobility is concerned, the Company reserves the right to recover the value of the Goods if you sell them on to a third party, or have them repaired by another person, or if the Company can prove that the Goods have been used or damaged. The Company will not accept any responsibility for the Goods if they are sold or otherwise transferred without the prior written consent of the Company.

5 DELIVERY

5.1 The Company shall endeavour to deliver the Goods to the location set out in the Order or such other location as the parties may agree (“Delivery Location”).

5.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

5.3 Any times quoted for delivery are approximate only, and the time of delivery is not of the essence. You shall not be entitled to cancel the Order or to claim damages if the delivery is not able to deliver on the delivery date.

5.4 The Company shall not be liable for any delay in delivery of the Goods that is caused in any way by You or by the provision of inadequate delivery instructions, alterations made to the Order or any other instructions that are relevant to the supply of the Goods.

5.5 The Company shall endeavour to comply with reasonable requests by You for postponement of delivery or revised instructions but shall be under no obligation to do so and may charge You storage charges or costs incurred in complying with the revised instructions.

5.6 You must ensure adequate access for the Company to the Delivery Location and ensure that all facilities and services are available which are necessary to enable the Company to deliver the Goods.

5.7 You must strictly comply with the instructions upon delivery of the Goods.

5.8 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle You to repudiate the whole contract.

5.9 Failure by You to take delivery of or make payment in respect of any one or more instalments shall entitle the Company to treat the whole contract as repudiated by You.

5.10 Any packaging supplied by the Company, unless otherwise agreed in writing, is only intended to provide adequate protection through normal conditions of transit of usual duration.

6 DEFECTS APPARENT ON INSPECTION

6.1 You shall have no claim for shortages or defects apparent on visual inspection unless:

6.1.1 You inspect the Goods within three (3) working days of delivery;

6.1.2 You give the Company notice by email to the carrier within fourteen (14) days of receipt of the Goods or such shorter period as the carriers conditions (if applicable) require specifying the nature of the defect;

6.1.3 the Company is given an opportunity to inspect the Goods and to investigate any complaint before any use of or alteration to or damage of the Goods is made by You.
8 WARRANTY
8.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall be free from defects in design, materials and workmanship and shall conform in all material respects with the Specification and that they will be constructed of sound materials and be of good workmanship.

8.2 Subject to clause 8.1, the Company’s warranty extends for a period of 12 months from the date of delivery, during which period all reasonable repairs made for the Goods. However, in the event of you being the first to receive the Goods before the relevant warranty period has expired, the Company may require you to extend the warranty period accordingly.

8.3 The Company shall not be liable for the Goods’ failure to comply with the warranty set out in clause 8.1 in any of the following events:

8.3.1 You make any further use of such Goods after giving notice in accordance with clause 8.2;

8.3.2 the defect arises because You failed to follow the Company’s oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.3.3 the defect arises as a result of the Company following any drawing, design or specification supplied by You;

8.3.4 You alter or repair such Goods without the written consent of the Company;

8.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions;

8.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

8.4 Goods of a consumable nature will not have the benefit of the warranty set out at clause 8.1 unless such items have suffered undue wear as a result of faulty design or manufacture. These include such items as lubricants, motor brushes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will only be covered by such warranty where they have been discharged and maintained in accordance with the manufacturer’s recommendations.

8.5 Except as provided in this clause 8.0, the Company shall have no liability to You in respect of the Goods’ failure to comply with the warranty set out in clause 8.1.

8.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

8.8 For Goods not manufactured by the Company the guarantee will be limited to the guarantee (if any) which the Company receives from the manufacturer.

8.9 The Company’s liability for any defect or damage shall be limited to the repair of the Goods and shall not notify You in the event that it does.

9 TITLE AND RISK
9.1 Unless otherwise agreed in writing and subject to the terms of clause 14, the risk in the Goods shall pass to You at the point at which the Goods are taken in charge by a delivery courier.

9.2 Title to the Goods shall not pass to You until the Company receives payment in full (in cash or cleared funds) for the full invoice value of the Goods. If the Company has supplied You, in which case title to the Goods shall pass to the Company at the time of payment. If the invoice is in any sum, or if either the Company requests you to acknowledge in writing stating that title to the Goods has passed, you shall hold the Goods in accordance with the Company’s instructions.

9.3 Until the Goods to which this Contract has been delivered, you shall:

9.3.1 store the Goods separately from other Goods held by You so that they remain readily identifiable as the Company’s property;

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

9.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

9.4 Subject to clause 9.5, you may resell or use the Goods in the ordinary course of Your business but not in circumstances which include such items as lubricants, motor brushes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will only be covered by such warranty where they have been discharged and maintained in accordance with the manufacturer’s recommendations.

9.5 If before title to the Goods passes to You, You are declared bankrupt or liquidated or merged or dissolve or make an arrangement with creditors or enter into any voluntary arrangement then You shall notify the Company in writing stating that title to the Goods has passed.

9.6 The Goods shall be at Your risk from the time at which You are notified in writing that title to the Goods has passed.

9.7.1 Your right to resell or use the Goods in the ordinary course of Your business ceases immediately;

9.7.2 the Company may require You to deliver up all Goods in Your possession that have not been resold, or irretrievably incorporated into other products, and You shall be responsible for the cost of redelivery.

9.7.2.1 if You fail to do so promptly, enter Your premises or the premises of any third party where the Goods are stored in order to recover them.

10 PRICE AND PAYMENT
10.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company’s published price list in force at the date of delivery. Where the Goods are purchased on the Site, the price of the Goods shall be the price quoted on the Site at the Time you Submit Your Order. Subject to clause 14 and unless otherwise agreed, all prices are quoted VAT (Carrage Paid To) (Incoterm 2010), exclusive of VAT.

10.2 Subject to clause 9.3, you may not alter or repair such Goods without the written consent of the Company or (if its authorised dealer or repair agent) shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

10.3 You alter or repair such Goods without the written consent of the Company;

10.3.1 You make any further use of such Goods after giving notice in accordance with clause 8.2;

10.3.2 any request by You to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

10.3.3 any delay caused by You in testing, receiving or inspecting the Goods or failure to give the Company adequate accurate information or instructions.

10.4 Where You purchase Goods on the Site, the Company may, at its option, change the price of the Goods after Your Order has been accepted if the change is due to any circumstances listed at sections 13.32 and 13.33 above.

10.5 The price of the Goods excludes amounts in respect of value added tax (VAT), which You shall additionally be liable to pay to the Company at the prevailing rate of VAT without question or invoice. In some cases, the price of the Goods also excludes the cost of delivery but the Company will notify You of this.

10.6 The Company may invoice You for the Goods on or at any time after the Goods are despatched and leave the premises of the Company.

10.7 Unless otherwise agreed in writing, You shall pay the price for the Goods in the currency set out in the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Company. Time for payment is of the essence.

10.8 You request that the Company invoices You for the Goods prior to the time set out at clause 10.6 and if You do, You acknowledge and accept that it is Your responsibility to ensure transparency with Your customer in relation to any invoicing prior to the Goods being despatched from the Company’s premises. If you fail to make any payment due under the Contract by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC’s base rate from time to time. Such interest shall be calculated on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay interest on all sums together with the principal.

10.10 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). If You fail to do so, You shall pay interest on all sums from the date of the invoice in accordance with clause 10.8.

11 TERMINATION
11.1 Without limiting its other rights or remedies, the Company may terminate this Contract at any time:

11.1.1 You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of written notice from the Company.

11.1.2 You fail to pay any amount due under the Contract on the due date and such failure is not remedied before the time at which You become subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Company may have:

11.1.2.1 You shall pay to the Company all of the Company’s outstanding unpaid invoices and interest.

11.1.2.2 Such interest shall accrue on a daily basis from the due date until actual payment to the Company.

12 LIMITATION OF LIABILITY
12.1.2 You agree that the conditions shall limit or exclude the Company’s liability for:

12.1.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.1.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

12.1.2.4 defective products under the Consumer Protection Act 1987; or

12.1.2.5 any matter in respect of which it would be unlawful for the Company to limit its liability.

12.2 Subject to clause 12.1, the Company shall not be liable in respect of any losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss or corruption of data, loss of use, loss of productivity, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation, loss of goodwill or any similar or consequential loss arising under or in connection with the Contract and all such losses and expenses shall be limited to the price of the Goods.

13 FORCE MAJEURE
13.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events beyond its control, including but not limited to acts of God, war, riot, armed conflict, acts of terrorism, fire, flood, malicious damage, explosion, severe weather, industrial action, pestilence, actions of government authorities, shortage of materials, failure of utilities or equipment, rules or regulations of the country of origin of the Goods, changes to import or export laws or inability to obtain transport or loading facilities.
13.2 If the period of delay or non-performance continues for two months, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

14 EXPORT – CLAUSE ONLY APPLIES IF GOODS ARE DELIVERED OUTSIDE OF GREAT BRITAIN
14.1 This Clause 14 shall only apply where Goods are sold by the Company for delivery outside of Great Britain. If there is any conflict between this Clause 14 and the Conditions then this Clause 14 shall take precedence.
14.2 Unless otherwise agreed in writing Goods for delivery outside of Great Britain are sold Ex Works (Incoterms 2020).
14.3 The cost of carriage and packaging if required by You shall unless otherwise stated in writing be charged in addition to the cost of the Goods.
14.4 If You refuse or fail to take delivery of the Goods for any reason including restrictions on the import of the Goods into the designated country, or fail to pay any instalment of delivery the Company may at its sole option cancel the Order or resell the Goods on Your account. You shall be liable for all losses and costs incurred by the Company.
14.5 You shall be solely responsible for obtaining all import authorisations.
14.6 If any defect arises in the Goods and You wish to make a warranty claim then it shall be Your obligation to separate or detach the parts from the Goods and to install the repaired or replacement Goods. All Goods returned must be shipped prepaid by You. The Company shall pay the costs of the return of the Goods or replacement parts, including the cost of transporting the Goods to the Company’s authorised dealer or repair agent.
14.7 The Company shall be entitled at its option, to arrange for any defective Goods to be repaired on Your site.

15 DATA PROTECTION
15.1 The Company’s Privacy Policy explains the ways in which the Company intend to process Personal Data and seeks to apply to the processing of personal data for the purpose of these Conditions.
15.2 The Company does not require consent from You to process Personal Data for: 15.2.1 the performance of its obligations under these Conditions; 15.2.2 to comply with its legal obligations; or 15.2.3 for its own legitimate interests.
15.3 If the Company does require consent from You or a data subject, You or the data subject do not have to give consent and the Company’s service is not conditional on receiving such consent. Consent can be withdrawn by You or the data subject at any time by emailing the Company at theprivacy@mycompany.com.

16 CONFIDENTIALITY
16.1 You undertake that You shall not at any time during this Contract, and for a period of 5 years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Company or drawings, documents, computer software and other information supplied by the Company.
16.2 You shall not use the Company’s confidential information for any purpose other than to exercise Your rights and perform Your obligations under or in connection with this Contract.

17 YOUR DRAWINGS
17.1 You shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Company either directly or indirectly by You (“Customer Information”) are accurate, correct and suitable. Examination or consideration by the Company of the Customer Information shall be in no way limit Your responsibility under this Contract unless the Company agrees in writing to accept responsibility.
17.2 You shall indemnify the Company from and against all actions, claims, costs and proceedings which arise due to the manufacture of Goods to Your Specification where a third party claims that its intellectual property rights have been infringed.

18 REGULATORY REQUIREMENTS – ONLY APPLIES TO GOODS THAT CONTAIN MEDICAL PRODUCTS
18.1 If the Goods You purchase under these Conditions includes medical products and accessories (Medical Products), this clause 18 shall apply.
18.2 The Company is a manufacturer of the Medical Products as defined in Article 2(30) of the EU Regulation 2017/745 (EU Medical Devices Regulation). If Your Order contains any Medical Products, the Company will provide these in accordance with EU Medical Devices Regulation.

Distributors – clauses 18.3 to 18.6 only apply if You are a distributor of Medical Products sold to You by the Company
18.3 If You make any Medical Product available on the market to end users, You will be a distributor of the Medical Products, as defined in Article 2(34) of the EU Medical Devices Regulation and clauses 18.3 to 18.6 will apply.
18.4 You warrant that:
18.4.1 You will at all times comply with Your obligations as a distributor in accordance with Article 14 of the EU Medical Devices Regulation;
18.4.2 You will, from the date You receive the first Medical Product and for a period of 10 years after the date that the Company delivers the last Medical Product to You under these Conditions, provide to the Company and the competent authority, promptly upon request, all information required under Article 25(2) EU Medical Devices Regulation. This information shall be provided to a competent authority located in the country the Medical Products were purchased from and in the country the Medical Products were delivered to;
18.4.3 You will have in place and maintain at all times, such records as are necessary to ensure compliance with Article 25(2) EU Medical Devices Regulation and clause 18.4.2;
18.4.4 You will immediately inform the Company of all experiences and findings regarding the use of the Medical Products, including but not limited to, trends You have observed and all complaints and reports of suspected incidents or serious risks in connection with the Medical Products that You receive. You will maintain records of such information in accordance with this clause 18.4.4 from the date that You receive the first Medical Product and for a period of 10 years after the date that the Company delivers the last Medical Product to You under these Conditions;
18.4.5 You will comply with all storage and transport conditions relating to the Medical Products, as notified by the Company to You from time to time, and provide evidence of Your compliance with such conditions promptly upon request from the Company;
18.4.6 You will at all times have in place procedures and policies to ensure that Your obligations under this clause 18.4 continue to be complied with in the event Your business operations cease; and
18.4.7 promptly upon the Company’s request, you will provide evidence of Your compliance with clauses 18.4.1 to 18.4.6 to the Company or such other person or entity provided by the Company.
18.5 You will cooperate, at your own cost, with the Company to ensure the traceability of Medical Products including for the purposes of any safety-related corrective measures required in the marketplace in which the Medical Products are sold and used and provide all such information as the Company requires in relation to this. You acknowledge and accept that you are responsible for maintaining appropriate records in relation to traceability of Medical Products and end customers in order to perform a product recall if necessary.
18.6 Where the Company provides You with materials for advertising the Medical Products (including text, descriptions, trademarks, illustrations and other signs), such materials can only be used by You in connection with advertising the Medical Products and will not be amended or altered in any way.

19 GENERAL
19.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
19.2 You may not assign, transfer, mortgage, charge, subconract, declare a trust over or deal in any other manner with any or all of Your rights or obligations under the Contract without the prior written consent of the Company.
19.3 This 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.
19.4 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 or those on the Site. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or on the Site.
19.5 No variation of this Contract shall be effective unless it is in writing and signed by the parties.
19.6 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.
19.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
19.8 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
19.9 All notices or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.8; if sent by pre-paid first class post or other next working day delivery service, at 9:00 a.m. on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
19.10 No one other than a party to this Contract shall have any right to enforce any of its terms.
19.11 The Company may amend these Conditions from time to time and the version in force at the time of Your Order will be the Conditions subject to the Contract. Any amendments made to these Conditions will not affect any existing Order unless such amendments are required to reflect any changes in relevant laws and regulatory requirements.
19.12 The Contract, and any dispute or claim (including non-contractual disputes or 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.
19.13 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.