

Muntons plc

Terms and Conditions of Purchase

SECTION A

1. INTERPRETATION AND DEFINITIONS

1.1 The definitions and rules of interpretation in this Condition 1.1 shall apply in these Conditions.

Contract: the Order and the Seller's acceptance of the Order.

Goods: any goods agreed in the Contract to be bought by Muntons from the Seller (including any part or parts of them).

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.

Muntons: means Muntons plc whose company number is 00176992 and whose registered office is located at Cedars Maltings, Stowmarket, Suffolk, IP14 2AG or any holding company or subsidiary of any holding company of Muntons plc which issues an Order.

Order: Muntons' written instruction to buy the Goods and/or Services as set out in the order, incorporating these Terms and Conditions of Purchase.

Price: means the price of the Goods and/or the charge for the Services provided as set out in the Order.

Seller: the person, firm or company who accepts Muntons' Order.

Services: means the services (if any) agreed in the Contract together with any other services which Muntons agrees in writing to take from the Seller.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 References to "**Conditions**" are to these Terms and Conditions of Purchase.

2. APPLICATION OF TERMS

2.1 Subject to Condition 2.7 and any variation under Condition 2.5, these Conditions are the only conditions upon which Muntons is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order placed for Goods or Services by Muntons from the Seller shall be deemed to be an offer by Muntons to buy the Goods or Services subject to these Conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

2.3 Any quotation provided by the Seller for Goods or Services constitutes an offer by the Seller to supply the Goods or Services specified in it on these Conditions. No offer placed by the Seller shall be accepted by Muntons other than by Muntons issuing a written and executed purchase Order or acceptance of an issued quotation at which point a Contract for the supply and purchase of the Goods/Services on these Conditions will be established.

2.4 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgment or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.5 These Conditions apply to all Muntons purchases of Goods and/or Services and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a director of, or the purchasing manager of Muntons.

2.6 For the avoidance of doubt:-

2.6.1 Sections A, B and D of these Conditions apply to all Muntons' purchases of Goods.

2.6.2 Sections A, C and D of these Conditions apply to all Muntons' purchases of Services.

2.6.3 Sections A, B, C and D of these Conditions apply to all Muntons' purchases of both Goods and Services.

2.7 In respect of a supply of Services Muntons may require a contractor providing those Services to comply with Muntons' Regulations for Contractors, in which case in the event of a conflict between these Conditions and such Regulations the Regulations shall prevail.

SECTION B

SPECIFIC PROVISIONS RELATING TO THE SUPPLY OF GOODS

3. QUALITY AND DEFECTS

3.1 The Seller warrants to Muntons that the Goods shall:

3.1.1 be of the best available design, of the best quality, material and workmanship in line with the type(s) and specification of Goods ordered;

3.1.2 be free from defects in design, material and workmanship, be fit for any purpose held out by the Seller or made known to the Seller in writing by Muntons at the time the Order is placed; and

3.1.3 conform in all respects with the Order and specification and/or patterns supplied or advised by Muntons to the Seller.

3.2 Muntons' rights under these Conditions are in addition to the statutory conditions implied in favour of Muntons by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

3.3 At any time prior to delivery of the Goods to Muntons, Muntons shall have the right to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party's premises prior to dispatch at all reasonable times, and the Seller shall provide Muntons with all facilities reasonably required for such inspection and testing. No such inspection shall constitute or imply acceptance of the Goods.

3.4 If the results of such inspection or testing cause Muntons to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by Muntons to the Seller, Muntons shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and at the latest within 14 days and in addition Muntons shall have the right to require and witness further testing and inspection.

3.5 Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

3.6 If any of the Goods fail to comply with the provisions set out in this Condition 3 Muntons shall be entitled to avail itself of any one or more remedies listed in Condition 7.

3.7 Any infestation, dead or alive in any consignment of Goods delivered to Muntons will result in the Goods being rejected.

3.8 The Goods shall be marked in accordance with Muntons' instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. FOOD BASED PRODUCTS

Where the Goods consist of cereal crops or other food based products or ingredients, the following conditions will apply:-

4.1 All Goods (where applicable) must comply with the relevant food safety legislation as in force from time to time.

4.2 The Seller warrants to comply at all times with the obligations and provisions of the Food Safety Act 1990 and The General Food Law Regulation (EC) No 178/2002 and shall ensure that each delivery of Goods (where applicable) will conform to such obligations.

4.3 The Goods (where applicable) shall comply with the requirements of current Pesticide Residue Statutory Instruments, including The Plant Protection Production Regulations 2011 (SI 2011 No 2131) and The Pesticides

(Maximum Residue Levels in Crops, Food and Feeding Stuffs) (England and Wales) Regulations 2005 (SI 2005 No 3286) as amended, made under the Food and Environment Protection Act 1985.

4.4 The Seller warrants that the Goods supplied (where applicable) shall comply with the traceability requirements of The General Food Law Regulation (EC) No 178/2002.

4.5 The Seller warrants that the Goods (where applicable) shall comply with the requirements of the Commission Regulation (EU) No 165/2010 (amending Regulation (EC) No 1881/2006 setting maximum levels for certain contaminants in foodstuffs as regards aflatoxins) and the Goods shall be stored so as to eliminate the risk of mycotoxins.

4.6 The Seller warrants that all Goods are free from ergot.

4.7 The Seller warrants to notify Muntons of any Goods being grown on land that has had any form of human waste and/or sludge applied to it prior to entering into the Contract.

4.8 The Seller acknowledges that under EU Directive 2003/89 Annex IIIa, several groups of materials are identified as causing people allergic reactions. By accepting these Conditions, the Seller confirms its acceptance of their responsibilities under that current legislation.

5. SAMPLING

5.1 Where requested by Muntons, the Seller shall supply samples of Goods prior to the Contract being entered into and the Seller confirms that all produce thereafter supplied to Muntons will be in accordance with the sample provided.

4.10The Seller will undertake representative sampling of its Goods using the most up to date and the current industry recognised methods for producing representative samples of the Goods and shall provide sample results and services to Muntons, as and when reasonably requested.

6. RISK/PROPERTY

6.1 The Goods shall remain at the risk of the Seller until delivery to Muntons is complete (i.e. when the decision to unload the Goods has been taken by Muntons). Ownership of the Goods shall pass to Muntons on delivery.

7. REMEDIES

7.1 Without prejudice to any other right or remedy which Muntons may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract, Muntons shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by Muntons:

7.1.1 to rescind the Order;

7.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

7.1.3 at Muntons option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within the number of days notified by Muntons to the Seller;

7.1.4 to purchase substitute Goods from elsewhere and to recover from the Seller any expenditure reasonably incurred by Muntons in doing so;

7.1.5 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;

7.1.6 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and

7.1.7 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

SECTION C

Specific Provisions Relating to the Supply of Services

8. QUALITY AND DEFECT

8.1 The Seller warrants to Muntons that the Services shall:

8.1.1 be performed with reasonable care and skill and in accordance with generally recognised commercial practices and standards;

8.1.2 be performed by appropriately qualified and trained personnel;

Muntons plc

Terms and Conditions of Purchase

8.1.3 conform with the Order and any descriptions or specifications provided to Muntons by the Seller;

8.1.4 conform with any agreed service level standards in place, in respect of the Order; and

8.1.5 be provided in accordance with all applicable legislation from time to time in force.

8.2 Muntons' rights under these Conditions are in addition to the statutory conditions implied in favour of Muntons by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

8.3 Subject to Condition 17 any Services supplied under the Contract shall continue to be supplied for the duration as set out in the Contract and, after that, shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than one month's notice, such notice to expire on or at any time.

9. REMEDIES

9.1 Without prejudice to any other right or remedy which Muntons may have, if the Services are not delivered on the due date then, without prejudice to any other rights which Muntons may have, Muntons reserves the right to:

9.1.1 cancel the Contract in whole or in part;

9.1.2 refuse to accept any subsequent provision of the Services which the Seller attempts to make;

9.1.3 recover from the Seller any expenditure reasonably incurred by Muntons in obtaining the Services in substitution from another supplier; and

9.1.4 claim damages for any additional costs, loss or expenses incurred by Muntons which are in any way attributable to the Seller's failure to deliver the Services on the due date.

SECTION D

General Provisions Relating to the Supply of Goods and the Supply of Services

10. SELLER'S RESPONSIBILITIES

10.1 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

10.2 The Seller shall comply with the rules for on-site contracts which are set out in Muntons' "Regulations for Contractors" (as in force and as amended from time to time). All on site deliveries or collections must abide by Muntons' "Contractors Site Rules and Information" (as in force and as amended from time to time). Copies of both these documents are available on request.

10.3 The Seller shall:

10.3.1 observe, and ensure that all employees, consultants, agents and subcontractors which it engages in relation to the supply of Goods and provision of Services observe all health and safety rules and regulations (in particular Muntons' "Regulations for Contractors" as provided) and any other reasonable security requirements that apply at any of Muntons' premises and that have been communicated to it. The Seller shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract. Muntons reserves the right to refuse such persons access to Muntons' premises, which shall only be given to the extent necessary for the performance of the Services;

10.3.2 notify Muntons as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the provision of the Services; and

10.3.3 before the date on which the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services and the use of all documents, information and materials provided by the Seller or its agents, subcontractors, consultants or employees, relating to the Services which existed prior to the commencement of the Contract, including, without limitation, computer programs, data, reports and specifications or any other products / materials as set out in the Order.

10.4 The Seller acknowledges and agrees that if it considers that Muntons is not, or may not, be complying with any of Muntons' obligations, it shall only be

entitled to rely on this as relieving the Seller's performance under the Contract:

10.4.1 to the extent that it restricts or precludes performance of the Services by the Seller; and

10.4.2 if the Seller, promptly after the actual or potential non-compliance has come to its attention, has notified details to Muntons in writing.

11. INDEMNITY

11.1 The Seller shall keep Muntons indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Muntons as a result of or in connection with:

11.1.1 breach of any warranty given by the Seller in relation to the Goods or the Services;

11.1.2 defective workmanship, quality or materials;

11.1.3 an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Goods/Services except to the extent that the claim arises from compliance with any specification supplied by Muntons; and

11.1.4 any claim made against Muntons in respect of any liability, loss, damage, injury, cost or expense sustained by Muntons' employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods/provision of the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller;

11.1.5 any liability under the Consumer Protection Act 1987 in respect of the Goods; and

11.1.6 any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivering and installing the Goods or in connection with the performance of the Services.

11.2 During the term of the Contract, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance and where the Seller is supplying Goods to Muntons, product liability insurance each for an amount not less than £2 million and the Seller shall, on Muntons' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11.3 The provisions of this Condition 11 shall survive termination of the Contract, however arising.

12. DELIVERY

12.1 The Goods and Services shall be supplied in accordance with the Order and (in the case of Goods carriage paid), to Muntons' place of business or to such other place of delivery as is agreed by Muntons in writing prior to delivery of the Goods or Services.

12.2 The date for delivery shall be specified in the Order.

12.3 The Seller shall invoice Muntons upon, but separately from, despatch of the Goods to Muntons and for the Services in accordance with the Order.

12.4 The Seller shall ensure that each delivery of Goods is accompanied by a delivery note which shows, among other things, the Order number, date of Order, number of packages and contents. In addition the seller will provide such other documents as Muntons may reasonably require.

12.5 Time for delivery of Goods and Services shall be of the essence.

12.6 Unless otherwise stipulated by Muntons in the Order, deliveries shall only be accepted by Muntons during normal business hours.

12.7 Where Muntons agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle Muntons at its option to treat the whole Contract as repudiated.

12.8 If the Goods are delivered to Muntons in excess of the quantities ordered Muntons shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense or

shall form part of the ordered amount at the option of Muntons.

12.9 Muntons shall be entitled to reject any Goods delivered/Services supplied which are not in accordance with the Order and Muntons shall not be deemed to have accepted any Goods/Services until Muntons has had a reasonable time to inspect them following delivery.

12.10 Notwithstanding Condition 12.10, Muntons shall also have the right to reject within a reasonable time the Goods/Services as though they had not been accepted after any latent defect in the Goods/Services has become apparent.

13. PRICE

13.1 The Price shall be stated in the Order and unless otherwise agreed in writing by Muntons shall be exclusive of value added tax but inclusive of all other charges.

13.2 The Seller shall be entitled to invoice Muntons on or at any time after delivery of the Goods or performance of the Services as the case may be, and each invoice must quote the number of the Order.

13.3 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Muntons in writing, such consent will be withheld unless 1 (one) month's prior written notice of the change is provided.

13.4 Muntons shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.

14. PAYMENT

14.1 Muntons shall pay the Price (together with any VAT shown) within 60 days of receipt of a proper invoice but time for payment shall not be of the essence of the Contract.

14.2 Invoices covering payment relating to the provision of Services in respect of any agreed materials purchased by the Seller on behalf of Muntons shall be payable by Muntons only if accompanied by relevant receipts.

14.3 Without prejudice to any other right or remedy, Muntons reserves the right to set off any amount owing at any time from the Seller to Muntons against any amount payable by Muntons to the Seller under the Contract.

14.4 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 4% per annum over Barclays Bank Plc base rate from time to time. The Seller is not entitled to suspend deliveries of the Goods/supply of Services as a result of any sums being outstanding.

15. CONFIDENTIALITY

The Seller 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 Seller by the Muntons or its agents, employees, consultants or subcontractors and any other confidential information concerning the Muntons' business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Muntons and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

16. MUNTONS' PROPERTY

All equipment, tools, dies, moulds supplied by Muntons to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods/supply of Services shall at all times be and remain the exclusive property of Muntons but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to Muntons and shall not be disposed of other than in accordance with Muntons' written instructions, nor shall such items be used otherwise than as authorised by Muntons in writing.

17. TERMINATION

17.1 Muntons shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and Muntons shall pay to the Seller fair and

Muntons plc

Terms and Conditions of Purchase

reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

17.2 Muntons shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

17.2.1 the Seller commits a material breach of any of the terms and conditions of the Contract; or

17.2.2 any distress, execution or other process is levied upon any of the assets of the Seller; or

17.2.3 the Seller 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 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 Seller or notice of intention to appoint an administrator is given by the Seller 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 Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

17.2.4 the Seller ceases or threatens to cease to carry on its business; or

17.2.5 the financial position of the Seller deteriorates to such an extent that in the opinion of Muntons the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

17.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Muntons accrued prior to termination. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

17.4 On termination of the Contract for any reason, the Seller shall immediately deliver to Muntons all equipment, copies of information and data all specifications, programs (including source codes) and other documentation comprised in the provision of the Goods or Services provided by Muntons to the Seller for the purposes of the Contract. The Seller shall certify to Muntons that it has not retained any such equipment, data or copies. All Intellectual Property Rights in such materials shall automatically pass to Muntons (to the extent that they have not already done so) and if the Seller fails to fulfil its obligations under this Condition, then Muntons shall be entitled to enter the premises of the Seller to take possession of any items which should have been returned.

17.5 On termination of the Contract (however arising), the accrued rights of the parties as at termination shall not be affected and the following conditions shall survive and continue in full force and effect:

16.3.1 Conditions 7 and 9 (Remedies);

16.3.2 Condition 12 (Delivery)

16.3.3 Condition 15 (Confidentiality);

16.3.4 Condition 16 (Muntons' Property); and

16.3.5 Condition 22.6.

18. ASSIGNMENT

18.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of Muntons.

18.2 Muntons may assign the Contract or any part of it to any person, firm or company.

19. FORCE MAJEURE

Muntons reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods/supply of Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Muntons including, without limitation, acts of God, governmental actions, war or national emergency, acts

of terrorism, loss of data (including but not limited to, loss resulting from a cyber attack), protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (save for those involving employees of the party seeking to rely on the clause), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

20. NOTICES

20.1 Any notice or other formal communication required to be given under the Contract shall be in writing and shall be delivered personally, by fax or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.

20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address or, if sent by fax at the time of transmission, if sent by pre-paid 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.

20.3 This Condition 20 shall not apply to the service of any proceedings or other documents in any legal action.

20.4 A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

21. DISPUTE RESOLUTION

21.1 Any difference or dispute arising out of or in connection with a Contract which cannot be settled amicably between Muntons and the Seller shall in the first place be referred to a senior management representative nominated by each party.

21.2 In the event of a failure under the above paragraph to resolve the dispute or difference, the parties may seek to resolve the dispute or difference using an alternative dispute resolution (ADR) process acceptable to both parties before pursuing any other remedies available to them.

22. GENERAL

22.1 Neither the Order nor Muntons' name shall be used by the Seller for advertisement or publicity purposes without Muntons' prior written consent.

22.2 Each right or remedy of Muntons under the Contract is without prejudice to any other right or remedy of Muntons whether under the Contract or not.

22.3 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.

22.4 Failure or delay by Muntons 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.

22.5 Any waiver by Muntons of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

22.6 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.

22.7 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 submit to the exclusive jurisdiction of the English courts.