

Flowmac Engineering Limited

TERMS & CONDITIONS OF SALE

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1. Interpretation

1.1 In these Conditions:

“Company” means **Flowmac Engineering Limited**, a company incorporated under the Companies Acts in Scotland and having its registered office at 252 Union Street, Aberdeen, AB10 1TN, and having company No. SC535080.

“Contract” means the contract for the supply of goods by the Company to the Customer;

“Customer” means the individual, firm, company or other party with whom the Company contracts;

“Customer's Specifications” means drawings, designs, data, information, tooling and all instructions whatsoever provided by the Customer for the production by the Company of the Special Goods;

“Goods” means the goods, articles and materials which are to be supplied by the Company pursuant to the Contract; **“Special Goods”** means the Goods made, adapted and/or supplied specifically to the Customer's Specifications.

1.2 In these Conditions the singular includes the plural and vice versa; words importing the masculine gender shall be deemed to include all other genders; and references to persons shall include bodies corporate, partnerships and unincorporated associations. The headings of clauses are inserted for ease of reference only and shall not affect the construction of these Conditions.

2. Basis of Contract

2.1 Any quotation or estimate given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company in writing by the issue of its order acknowledgement form.

2.2 Every Contract howsoever made shall incorporate and be subject to these Conditions unless the Company otherwise agrees in writing and any provision of the Customer's order or other document which is inconsistent with these Conditions shall be of no effect. These Conditions cannot be varied without

the prior written agreement of the Company stating the variation and referring

expressly to the Condition which is to be varied. 3. 2.3 Save as set out in Condition 3.5 below, the Customer shall have no right

under any circumstances to cancel the Contract or any part thereof without the written consent of the Company which the Company shall be entitled to grant upon such terms and conditions as to the payment of compensation by the Customer as it considers appropriate.

3. Prices

1. 3.1 The price of the Goods is exclusive of Value Added Tax, which will be charged at the rate applicable at the appropriate tax point.
2. 3.2 The price of the Goods does not include the cost of carriage unless otherwise specified in the Company's order acknowledgement form.
3. 3.3 Notwithstanding any other provision of these Conditions, the Company reserves the right to charge the price ruling at the date of despatch calculated in accordance with the Company's latest list of prices for such Goods.

4. 3.4 Where the price of the Goods has been quoted in the Company's quotation or estimate based on stated production runs and specific delivery periods, the Company reserves the right to vary the price for the Goods if it agrees to any request by the Customer to change the quantities from those stated and/or to change the delivery dates or periods.
5. 3.5 Notwithstanding any other provision of these Conditions or any other agreement reached between the Company and the Customer, the Company reserves the right to increase the price of the Goods at any time by giving the Customer not less than 30 days prior written notice when the Customer shall be entitled to cancel any Order to the extent that it relates to any Goods to which the price increase applies (but for the avoidance of doubt no other Order or part of any Order) within the following 7 days by giving the Company written notice to that effect failing which the price increase shall automatically apply to the relevant Goods.
6. 3.6 The cost of any variation or modification in the design, specification, materials or drawings of the Goods or the Customer's Specifications in relation to Special Goods or any development thereof requested by the Customer after the date of the Company's acceptance of Order shall, if such variations or modifications are accepted by the Company, be borne by the Customer.

4. Delivery and risk

1. 4.1 Delivery of the Goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed between the parties in writing and the risk in respect of all Goods shall pass to the Customer at the time of delivery. If no place for delivery is specified or agreed, delivery shall take place at the Company's works immediately prior to loading for despatch to the Customer. Notwithstanding such delivery, the property in and title to the Goods shall not pass to the Customer except as provided in Condition 5. The Company does not deliver on its own transport and unless otherwise agreed in writing, the Company shall on behalf of the Customer and

at the Customer's expense arrange for the carriage of the Goods and the carrier selected by the Company shall be the agent of the Customer. Special notice is directed to the fact that in accordance with the provisions of Section 32 of the Sale of Goods Act 1979 delivery to the carrier will, in such circumstances constitute delivery to the Customer.

2. 4.2 If delivery is to be made at the premises of the Company's warehouseman or other bailee, sufficient delivery shall be made by the delivery to the Customer by the Company of the Warrant of such warehouseman or bailee for the release or delivery of the Goods.
3. 4.3 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, these Conditions shall prevail.
4. 4.4 The company shall be entitled to make delivery of the Goods by instalments and to invoice the Customer for each instalment despatched.
5. 4.5 Where damage to or loss of the Goods occurs before delivery thereof to the Customer the Company undertakes (subject as provided below) at its sole discretion to replace or to repair free of charge any Goods so damaged or lost in which event the time for delivery of the damaged or lost Goods shall be extended for such period as the Company shall reasonably require for such replacement or repair. The foregoing undertaking of the Company is conditional upon:
 1. a) the Customer giving written notice of such damage or loss with reasonable particulars thereof to the Company and to the carrier (if other than the Company) within 3 days of the receipt of the Goods or in the case of total loss within 3 days of receipt

- of the Company's or the carrier's delivery advice or other notification of despatch; and
2. b) the Customer if requested by the Company and at the Customer's cost returning any damaged Goods to the Company's works within one month of receipt thereof.

4.6 Save as expressly provided in this Condition, the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the Goods in transit to the contracted place of delivery.

5. Title

1. 5.1 No title and/or property in the Goods shall vest in the Customer unless and until the Customer pays to the Company the price of the Goods and all other sums due from the Customer to the Company under the Contract or on any other account or pursuant to any other contract.
2. 5.2 Until title to and property in the Goods has passed to the Customer:
 1. (a) the Customer shall in all respects treat and deal with the Goods as bailee of the Company and shall store the Goods so that they are readily identifiable as the property of the Company; and
 2. (b) the Company shall be entitled to:

6. Performance

1. (i) maintain an action against the Customer for the price of the Goods notwithstanding that title to and property in the Goods has not passed to the Customer; and
2. (ii) (without prejudice to its other rights) through its employees and agents with such plant and vehicles as the Company

considers necessary shall be entitled to enter any premises where the Goods are located to inspect the Goods; and

3. (iii) [if any of the events specified in Conditions 15.3 to 15.6 below inclusive has occurred, are threatened or in the opinion of the Company are reasonably likely to occur] without prior notice to the Customer to re-posses, take-away and re-sell the Goods.
1. 6.1 Dates or periods for delivery or despatch of Goods are approximate and are given for information only. Failure by the Company to comply with any such dates and periods shall not constitute a breach of contract nor misrepresentation and shall not entitle the Customer to treat the Contract as terminated or to any other remedy against the Company.
2. 6.2 If the Company is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including without limitation breakdown and failure of plant, machinery or vehicles, unavailability of raw materials, late receipt of necessary information from the Customer or default on the part of subcontractors, further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered and the Company shall not be in breach of the Contract as a result of such suspension of its performance of the Contract provided that if the performance of the Contract is suspended for more than 6 consecutive calendar months either party shall be entitled by notice in writing to the Company forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract rate for all Goods supplied and materials used by the Company to the actual date of such termination.
3. 6.3 Where Goods are delivered by instalments or on a call-off basis each such instalment or call-off shall be deemed to be sold or supplied under a separate contract to which these Conditions shall apply as far as the same are applicable and as

provided in Condition 8.3 no default in respect of any one instalment shall affect or prejudice due performance of the Contract as regards any other instalments save that the Customer shall remain liable to perform the entire Contract within any time limit stipulated in the Contract for completion of the same.

4. 6.4 Where Goods are to be supplied or delivered by the Company in accordance with periodic delivery schedules or similar notification of the delivery requirements of the Customer, the Customer shall not be entitled to cancel or vary such delivery schedule or requirement without the prior written consent of the Company and the Company shall be entitled to reimbursement of any additional costs and expenses incurred or suffered as a result of such cancellation or variation.

5. 6.5 When expedited delivery or completion is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs. Where postponement of delivery or completion is agreed by the Company the Customer shall, if required by the Company pay all costs

and expenses (including a reasonable charge for storage and insurance of the Goods and interest on the contract price) occasioned thereby but the Goods shall be held at the Customer's risk as from the time of postponement.

6. 6.6 If performance of the Contract is suspended at the request of or delayed through default of the Customer including without limitation lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods for a period of 7 days, the Company shall be entitled to payment at the Contract rate for Goods supplied or ordered and any other additional costs thereby incurred including storage insurance and interest PROVIDED THAT if the Customer fails to collect or accept delivery of the Goods or any part thereof within 28 days of written notification from the Company that the Goods are ready for collection or delivery, the Company shall be entitled (without

prejudice to its other remedies under the Contract for such breach) to sell or at its option destroy the Goods and to apply the proceeds of sale thereof if sold and the scrap value if destroyed towards payment of all sums due to the Company under the Contract (without any duty on the part of the Company to mitigate its loss by selling the Goods at the best price reasonably obtainable).

7. 6.7 The Company shall be entitled without the prior approval of the Customer to assign, sub-contract or sub-let the Contract or any part thereof, but the Customer shall not be so entitled without the prior approval of the Company.

7. Acceptance

The Customer shall be deemed to have accepted the Goods and it shall be conclusively agreed that the Goods are in accordance with the Contract unless:-

1. 7.1 Within 21 days after receipt of the Goods and prior to their use or resale the Customer serves on the Company a written notice specifying any defect in the quality or state of the Goods or other respect in which the Goods are not in accordance with the Contract which would be apparent upon careful inspection or by such analysis or testing as is reasonable in all the circumstances for the Customer to undertake or stating why the Goods are not otherwise in accordance with the Contract and thereafter provides the Company with a reasonable opportunity of inspecting or testing the Goods before they are used or resold.
2. 7.2 In the case of any defect in the quality or state of the Goods (or other respect in which the Goods are not in accordance with the Contract) which would not be apparent upon careful inspection or reasonable testing, the Customer serves on the Company written notice of such defect or respect immediately upon its discovery and in any event not more than three months after receipt of the Goods specifying the matters complained of and affording the Company reasonable opportunity of

inspecting the Goods before any making good or replacement is undertaken. The Customer shall provide such opportunity notwithstanding that the Goods may have been incorporated into the property of the third party.

8. Payment

1. 8.1 Unless the Contract otherwise provides, the contract price for the Goods shall be payable in cash or by telegraphic transfer of funds not later than 30 days from the end of the month in which the invoice is raised.
2. 8.2 Where Goods are delivered by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in Condition 8.1.
3. 8.3 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of 14 days notice in writing to the Customer to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other contract between the Company and the Customer without prejudice to any other remedy available to the Company.
4. 8.4 The Company shall be entitled to interest as well after as before judgement on any part of the Contract price not paid by its due date from that date until actual payment at the rate of 8 per cent per annum above the base lending rate of Midland Bank plc prevailing from time to time during such period.
5. 8.5 Where the Company specifies that payment will be made by letter of credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional letter of credit with or confirmed by a bank in England satisfactory to the Company. All bank charges in connection with the letter of credit and the opening thereof shall be borne by the Customer.

If for any reason the bank which is liable to make payment to the Company under any letter of credit established for that purpose fails to do so, the Customer shall nevertheless remain liable to pay for the Goods supplied.

6. 8.6 Each Contract shall if the Company requires be subject to the Company being satisfied as to the Customer's credit references (which unless otherwise stated shall be one bank reference and two trade references).

8.7 The Customer shall not be entitled to withhold payment of any amount payable under the Contract to the Company because of any disputed claim of the Customer in respect of defective Goods or any other alleged breach of the Contract or any other contract by the Company nor shall the Customer be entitled to set-off against any amount payable under the Contract to the Company any sums which are then due and payable by the Company or in respect of which the Company disputes liability.

9 Drawings and Specifications

1. 9.1 Unless it is expressly stated in the Contract that any figures or statements therein or in the Company's catalogues, sales literature or other documents supplied by the Company as to the performance of the Goods are guaranteed to be accurate, such figures and statements shall be approximate and subject to a margin of 10 per cent. The Company gives no guarantee or representation that the Goods will in all cases be identical with the weights and specifications

identified in such catalogues and literature or other documents due to improvements and modifications to the Goods or their specifications that may be made from time to time. The Company will notify the Customer in writing of any material alterations to any specifications relating to the Goods and the Customer shall be deemed to have accepted such alterations unless notice in writing to the contrary is received by the Company within 14 days of the Company's notice to the Customer.

2. 9.2 If in the Contract the Company expressly guarantees the accuracy of such performance, figures or statements (whether

subject to specific margins or otherwise) then in the event of the Goods after delivery installation or commissioning failing to achieve and comply with the same, the Company shall thereafter be entitled to a reasonable period and to reasonable facilities to enable it to bring the Goods up to the guaranteed standard of performance and the contractual time for delivery of the Goods shall be extended for such reasonable period.

10. Warranty & Liability

10.1 Subject to the Goods having been accepted by the Customer under Condition 7 hereof, where any Goods (or any part thereof) are shown to the reasonable satisfaction of the Company, to be defective by reason of faulty materials or workmanship or (in the case of Goods other than Special Goods) design, within a period of 3 months from the date of their original despatch or supply, (fair wear and tear excepted) the Company shall at its sole option:-

- (a) deliver replacement Goods to the Customer free of charge; and/or
- (b) refund to the Customer the Contract price of such Goods; and/or
- (c) require the Customer to retain the Goods and grant to the Customer a reasonable allowance in respect of such defects

PROVIDED that:

1. (i) the Customer notifies the Company in writing within fourteen days of becoming aware of any such defect; and
2. (ii) if so required by the Company all defective Goods are first returned to the Company's premises carriage paid by the Customer;
3. (iii) the Goods have been properly and correctly stored and/or used by the Customer; and
4. (iv) the performance of any one of the above options shall constitute an entire discharge of the Company's liability under this Condition 10.1.

2. 10.2 The liability of the Company for each claim in respect of any

physical damage to premises or other tangible property of the Customer resulting from the negligence of the Company, its servants or agents shall be limited to five times the price of the Goods in respect of which the Customer suffered or incurred such loss or damage or £100,000 whichever is the greater up to a maximum limit of the Company's product liability insurance cover limit from time to time details of which are available to the Customer on request

provided that where any one event or series of two or more connected events gives rise to more than one claim that limit shall apply to all such claims as though they were a single claim.

3. 10.3 Save as set out in Conditions 10.1 and 10.2 above, the Company shall have no liability to the Customer for any losses or damages, proceedings, claims, fees, awards, costs, charges and expenses (including management and legal expenses) monetary penalty or fine and liabilities suffered or incurred by the Customer whether directly or as a consequence of any claims or proceedings brought against the Customer by any other person in connection with the Contract or arising from any breach by the Company, its employees or agents of the Contract or any other obligation to the Customer (whether such obligation arises from statute, custom, usage or otherwise) or any tort (including negligence) by

the Company, its employees or agents and in particular Company shall in no circumstances have any liability for:

1. (a) any economic loss (including without limitation loss of production, profit, opportunity, bargain, reputation or goodwill) whether direct or indirect of the Customer; or
2. (b) any indirect or consequential injury loss or damage of the Customer;
3. (c) any liability of the Customer to any other person for any economic loss, claim for damages or awards howsoever arising;
4. (d) any liability under the Health and Safety Regulations made pursuant to the Health and Safety at Work etc Act 1974;

5. (e) the accuracy or suitability of the Customer's Specifications which the Company shall be entitled to accept as being without defect;
 6. (f) the quality or fitness of Special Goods for any particular purpose (whether or not such purpose made is known to the Company) and the conditions implied by Sections 13 to 15 inclusive of the Sale of Goods Act 1979 and by Sections 3 to 5 inclusive, 8 to 10 inclusive and 13 to 15 inclusive of the Supply of Goods and Services Act 1982 shall be excluded in respect of Special Goods.
4. 10.4 The Company shall in any event have no liability in respect of any claims under the Contract unless notified in writing of such claims (with detailed particulars of the circumstances giving rise thereto) within a period of 6 months from the date of despatch or delivery of the Goods.
 5. 10.5 Save as expressly provided in the Contract all other conditions, warranties, terms, representations and statements whatsoever whether express or implied by statute, custom, usage or otherwise are hereby excluded insofar as they may be at law.
 6. 10.6 The Customer agrees and warrants that the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and that the Company shall have no further liability to the Customer.
7. 10.7 Nothing in these Conditions shall:-
 - (a) limit or exclude the liability of the Company in respect of death or personal injury resulting from the negligence of the Company, its employees or agents; or
 2. (b) limit or exclude the respective rights and remedies of the Company and the Customer under the Unfair Contract Terms Act 1977; or

3. (c) subject to Condition 10.3 (f), limit or exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 and, where the Customer deals as a consumer, those implied by Sections 13 to 15 inclusive of the Sale of Goods Act 1979 or Sections 3 and 4 of the Supply of Goods and Services Act 1982.

11. Special Goods

1. 11.1 The Company reserves the right to supply 10 per cent more or less than the exact quantity of Special Goods ordered such overs and shortages to be charged for or deducted pro rata.
2. 11.2 The Customer represents and warrants to the Company that neither the Special Goods nor the manufacturer thereof by the Company will infringe any patent, copyright, registered design, design right, trade mark or service mark or any other proprietary right of any third party.

12. Lien

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Customer to the Company have a general lien on all Goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of fourteen days notice to the Customer, to dispose of such Goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

13. Health and Safety

1. 13.1 The attention of the Customer is drawn to the provisions of Section 6 of the Health and Safety at Work Act 1974. The Company will make available such information as is appropriate relating to the Goods and materials supplied as is in its

possession to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used.

2. 13.2 The Customer hereby undertakes pursuant to Section 6(8) of the Health and Safety at Work etc. Act 1974 to take such measures as are communicated in writing to the Customer by the Company and to take such other steps as are sufficient to ensure, so far as is reasonably practicable, that the Goods will at all times be safe and without risk to health when properly used. The Goods and materials shall not be regarded as properly used when they are used without regard to any relevant information or advice relating to their use which has been communicated to the Customer pursuant to this Condition.

14. Indemnity

14.1 The Customer acknowledges that the Company places particular reliance upon the provisions of these Conditions and in addition to any other remedy available to the Company, the Customer irrevocably and unconditionally agrees to indemnify the Company in full and on demand and keep the Company so indemnified from and against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal and other professional advisers' fees and all economic loss whether direct or indirect (including loss of profit, future revenue, reputation or goodwill and anticipated savings)) which are made or brought against or incurred or suffered by the Company directly or indirectly and whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the entering into of the Contract and this indemnity shall cover all consequential and indirect losses suffered by the Company and the Company shall have no duty to mitigate any such loss:

1. (a) any breach by the Customer of its obligations under the Contract (including any breach of any warranty given by the Customer);

2. (b) any failure of the Customer, its agent or employees to comply with any statutory requirements or any other duty of the Company relating to product liability in respect of the Goods including under the Health and Safety at Work etc Act 1974 or any regulations orders or directions made thereunder;
3. (c) where Goods are made to the Customer's Specifications: (i) any defect in the Special Goods whether due to quality, design, fitness for purpose or in any other manner whatsoever unless and to the extent the same is due directly to the negligence of the Company, its employees or agents; (ii) any delay resulting from any variation or modification to the Customer's Specifications by the Customer; (iii) any infringement by the Company of any patent, copyright, registered design, design right, trade mark or service mark or any other proprietary right of any third party including costs paid

by the Company (upon legal advice) in settlement of any claim alleging or in respect of any such infringement out of Court; and

4. (d) any breach by the Company, its employees or agents of the Company's obligations under the Contract or any other act or omission (including, without limitation, negligence) of the Company, its employees and agents in excess of the liability which is expressed to be limited or excluded by any of the terms of these Conditions (including in particular Condition 10);
5. (e) any suspension or termination of the Contract by the Company under Condition 15 below including the cost of any material, plant or tools used or intended to be used in the performance of the Contract, the cost of labour and other overheads and all loss of profits or other economic loss.

15. Insolvency and Breach of Contract

If any one or more of the following events occur, are threatened or in the opinion of the Company are reasonably likely to occur:-

1. 15.1 The Customer shall commit any breach of the Contract and shall fail to remedy such breach (if capable of remedy) within a period of 14 days from the receipt of notice in writing from the Company, requesting such breach to be remedied; or
2. 15.2 Any sum due to the Company by the Customer under this or any other contract is not paid within 7 days of its due date; or
3. 15.3 Any distress or execution is levied upon any of the Goods or property of the Customer; or
4. 15.4 The Customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or a petition is presented or an order is made for the Customer to become a bankrupt; or
5. 15.5 The Customer (being a limited company) has an Administrative Receiver or a Receiver and Manager appointed of the whole or any part of its undertaking property or assets or a petition is presented or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer or for the appointment of an Administrator thereof; or
6. 15.6 If a secured lender to the Customer takes any steps to obtain possession of the property on which it is secured or otherwise to enforce its security; or
7. 15.7 If the Customer has failed to provide any letter of credit or other security required by the Contract provided that in such event such rights of termination shall apply only in regard to the particular Contract in respect of which the Customer has so failed; or
8. 15.8 If the Customer shall suffer any procedure analogous to that set out in Conditions 15.3 to 15.6 above inclusive in the country in which it is constituted; the Company shall thereupon be entitled without prejudice to its other rights hereunder,

forthwith to suspend further performance of the Contract and of any other contract between the Company and the Customer until the default has been made good or to determine the Contract or any other contract between the Company and the Customer or any unfulfilled part thereof or at the Company's option to make partial supplies of Goods. Notwithstanding any such termination, the Customer shall pay to the Company at the Contract rate for all work done materials used and Goods delivered up to and including the date of termination.

16. General

1. 16.1 If at any time one or more of these Conditions (or any paragraph, sub- paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted herefrom and the validity and/or enforceability of the

remaining provisions of these Conditions shall not in any way be affected or

impaired thereby.

2. 16.2 The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

3. 16.3 Any notice given or made hereunder shall be given in writing by telex, facsimile transmission, or electronic transmission (but not e-mail) or sent by hand or first class pre-paid post and addressed to the relevant party at the respective address or number set out in the order or such other address or number as the parties may by notice in writing notify to the other and any provision of the Contract which requires a notice or consent to be given in writing shall include notice served electronically.

16.4 These conditions and each and every Contract made pursuant

thereto shall be governed by and construed in all respects in accordance with the laws of Scotland and the Company and the Customer irrevocably submit to the exclusive jurisdiction of the Scottish Courts to resolve any disputes arising out of or relating to the Contract provided that the Customer irrevocably agrees for the sole benefit of the Company that the Company shall also be entitled to bring any proceedings in the courts of any other jurisdiction as the Company may in its sole discretion determine and the Customer submits to the jurisdiction of any such courts to resolve such disputes.