Olympus Global Standard Terms and Conditions of Purchase (edition January 2026)

1. INTERPRETATION

1.1 **Definitions:** In these Conditions, the following definitions apply:

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

Business Hours: the period from s 7.30 am to 4.30 pm Monday to Thursday and 7.30 am to 12.00 pm on Fridays.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.7.

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Customer: "Olympus Global" being the trading name of Olympus Distribution Limited (registered in England and Wales with company number 01702340) whose registered office is at Unit 1, Olympus Drive, Great Western Way, Great Bridge, Tipton, West Midlands DY4 7HY.

Delivery Location: means either the Customer's premises at Unit 1, Olympus Drive, Great Western Way, Great Bridge, Tipton, West Midlands, DY4 7HY, or such other location as is set out in the Order, or as instructed by the Customer prior to delivery.

Force Majeure Event: means any circumstance not within a party's reasonable control including:

(a) acts of God, flood, drought, earthquake or natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanction, embargo or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause or those of its subcontractors);

(h) disruption of supply chain and subcontractor default; and

(i) interruption or failure of utility service.

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

Incoterms: means the International Commercial Terms published by the International Chamber of Commerce from time to time.

Losses: means all losses, liabilities, costs, demands, damages and expenses that are suffered or incurred by a party, including any direct, indirect or consequential losses, loss of profit, loss of reputation, legal and other professional costs and expenses.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

PPAP: means production part approval process.

Specification: any specification for the Goods, including any related designs and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in writing by the Customer.

Supplier: the person, or company or firm from whom the Customer purchases the Goods.

1.2 **Construction.** In these Conditions, unless the context requires otherwise, the following rules apply:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(c) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. If the Supplier seeks to incorporate other contractual terms in relation to the Order then they will not be accepted unless clearly and specifically accepted in writing and signed by a director of the Customer.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Order (whether or not such acceptance or acknowledgement purports to incorporate any alternative contractual terms, but note that such incorporation of additional terms is not normally acceptable: see clause 2.1 above); and

(b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any terms endorsed upon, delivered with, or contained in any documents of the Supplier that are inconsistent with these Conditions.

2.5 Time for delivery and performance is of the essence.

3. THE GOODS

3.1 The Supplier warrants that the Goods shall for a period of not less than 24 months from the later of delivery to the Customer or first use in production (the Warranty Period): :

(a) Conform in all respects to their description and any applicable Specification;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and free from defects in design, material and workmanship and be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

(c) comply with all applicable laws, statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, transport, import, export and delivery of the Goods in the jurisdiction for which the Goods will be used.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Supplier shall not make any change to the design, Specification, raw materials, components, manufacturing process, quality procedures, manufacturing location or key sub-suppliers for the Goods without the Customer’s prior written approval.

3.4 The Supplier warrants that the Goods and their use or resale will not infringe any intellectual property rights of any third party, and shall indemnify the Customer in accordance with clause 5.4(d).

3.5 The Supplier shall comply with the Customer's supplier quality manual as notified to the Supplier from time to time, including all quality standards, processes and procedures specified therein.

4. DELIVERY AND RISK

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured to reach the Delivery Location in good condition and that each pallet does not exceed 800kg and each carton weight does not exceed 15kg or any other weight notified by the Customer from time to time;

(b) each delivery of the Goods is accompanied by:

(i) any necessary export documents and licences (typically comprising, but not limited to: signed invoice, signed packing list, bill of lading or airway bill, certificate of origin, and insurance certificate) (together **the Export Documents**); and

(ii) a delivery note which shows the date of the Order, the Order number, the description and quantity of the Goods, any applicable drawing reference or international standard applicable to the Goods, and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered and also, where requested at the time of the Order any certificate of conformity, raw materials certificates, individual part inspection records, CBAM reports and PPAP documentation, and any other documents that are needed by the Customer from time to time; and

(c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 Unless stated otherwise in the Order, delivery to the Delivery Location shall be DDP (Incoterms 2020). For imported Goods, unless stated otherwise in the Order, delivery shall be FOB (Incoterms 2020), with the(Delivery Location) Incoterms 2020. Where the are being imported into the United Kingdom(Delivery Location) Incoterms 2020, Supplier responsible for export formalities, duties and taxes (excluding VAT), and the Customer responsible for import formalities, carriage and insurance from the port of shipment.

4.3 The Supplier shall deliver the Goods:

(a) on the date(s) specified by the Customer in the Order; and

(b) during the Customer's normal business hours (which excluding public holidays in England are 7.30 am to 4.30pm Monday to Thursday, and 7.30am to 12.00pm on Friday), unless otherwise agreed in writing.

4.4 Delivery of the Goods (and transfer of risk) shall be completed:

(a) where the Delivery Location is the Customer's premises, or another location nominated by the Customer, upon completion of unloading at the Delivery Location and signature of the delivery note by the Customer's representative; or

(b) where the Goods are collected by the Customer or its agent, upon completion of loading and signature of the delivery note by the Customer or its agent. For the avoidance of doubt, the issue or receipt of Export Documents or shipping documents does not constitute delivery or transfer of risk.

4.5 The signing or acceptance of a delivery note by or on behalf of the Customer does not constitute acceptance that any of the Goods have been checked, counted or otherwise inspected. The Customer reserves the right, upon subsequent inspection, to assert that the Order have not been properly fulfilled and/or that any Goods are defective.

4.6 The Goods shall not be deemed accepted until the Customer has had a reasonable opportunity to inspect them following delivery, and the Customer may reject any Goods that do not comply with the Contract within 30 days of delivery or, where a defect is not reasonably discoverable on inspection, within 30 days of the defect becoming apparent. The Customer's payment for Goods shall not constitute acceptance of them.

4.7 The Supplier shall not deliver the Goods in instalments, early or in partial quantities, without the Customer's prior written consent. The Customer may reject deliveries that are early, partial or outside the Customer's normal business hours without liability.

4.8 If the Supplier:

(a) delivers less than 5% of the quantity of Goods ordered, the Customer may reject the Goods; or

(b) delivers more than 5% of the quantity of Goods ordered, the Customer may at its discretion reject the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods before any payment shall be made by the Customer.

4.9 Where it is agreed that the Goods are to be delivered by instalments, they may (at the Customer's discretion) be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

5. REMEDIES

5.1 If the Goods:

(a) are not delivered on the date they are due as referred to in clause 4.3(a); or

(b) do not comply with the undertakings set out in clause 3.1; or

(c) are not delivered in accordance with the relevant requirements of clause 4.1(a) or 4.1(b),

then, without limiting any of its other rights or remedies, the Customer shall have the right to exercise any one or more of the remedies set out in clause 5.2, by notice to the Supplier, whether or not it has accepted the Goods.

5.2 Pursuant to clause 5.1, the Customer shall have the right to:

(a) terminate the Contract;

(b) reject the Goods (in whole or in part) and to either return them to the Supplier at the Supplier's own risk and expense or to make them available for collection by the Supplier for not less than 28 days and if not so collected to dispose of the Goods as agent for the Supplier and to deduct the costs of disposal from any disposal proceeds or otherwise charge the Supplier for the costs of disposal, which, at the discretion of the Customer, can include deducting such amount from an invoice issued by the Supplier, whether in respect of the Goods in question, or any previous or future invoice;

(c) require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid), with any such refund to be paid within 30 days of the Customer's request;

(d) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and/or

(f) claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.4 The Supplier shall indemnify and keep the Customer indemnified in full against all costs, expenses, damages and Losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

(a) any loss suffered by the Customer as a result of any breach of the Contract by the Supplier;

(b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

(c) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(d) any claim that the Goods, or their receipt, use or resale, infringe the intellectual property rights of any third party. If any such claim is made or is likely to be made, the Supplier shall, at its cost and option and without prejudice to the Customer's other rights, promptly procure for the Customer (at the Customers option) the right to continue using the Goods, replace or modify them so that they become non-infringing without degrading functionality, or accept return of the affected Goods and refund the price in full. Where the Supplier has rectified any such Goods in accordance with this clause, the Supplier shall continue to be liable to the Customer in respect of any third-party claim.

This clause 5.4 shall survive termination of the Contract.

5.5 The Supplier shall notify the Customer immediately upon becoming aware of any defect or potential safety issue in the Goods and shall at its cost cooperate fully with, and indemnify the Customer in relation to, any investigation, corrective action, withdrawal or recall, including communication, collection, rework, replacement and destructions costs.

5.6 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. TITLE

6.1 Title in the Goods shall pass to the Customer upon the earlier of delivery or payment and shall be free and clear of all liens, charges and encumbrances.

6.2 Where the Customer has paid for Goods in advance, the Supplier shall: (a) store the Goods separately in a suitable indoor facility in acceptable condition, protected from damage, deterioration and theft; (b) clearly mark them as the Customer's property; (c) keep adequate records to identify them; (d) maintain comprehensive insurance covering the full replacement value of the Goods against all risks, including fire, theft and accidental damage, with the Customer named as loss payee; and (e) notify the Customer immediately in writing of any loss, damage or deterioration to the Goods. Risk in such Goods shall remain with the Supplier until delivery to the Customer, and the Supplier shall be liable for any loss, damage or deterioration occurring prior to delivery.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out or referred to in the Order. Payment shall be made to the bank account nominated in writing by the Supplier.

7.2 The price of the Goods is exclusive of amounts in respect of any value added tax or equivalent sales tax (**VAT**), but unless agreed otherwise includes the costs of packaging, insurance and carriage of the Goods to the Delivery Location. No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.3 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery pursuant to these terms.

7.4 In the case of Orders from overseas Suppliers where Export Documents (defined in clause 4) are required the Customer will ordinarily pay the Supplier within 60 days of receipt of the Export Documents.

7.5 Save where clause 7.4 applies, then unless agreed otherwise in writing, the Customer shall pay correctly rendered invoices within 60 days following the end of the month in which the invoice is delivered to the Customer.

7.6 The Customer may set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether present or future, liquidated or unliquidated, and whether or not arising under the Contract.

7.7 No price increases, surcharges or additional charges shall apply unless agreed in writing by both parties, and all prices specified in the Order shall be firm and fixed until completion of the Order.

8. CUSTOMER PROPERTY/TOOLING

8.1 The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, data supplied by the Customer to the Supplier (**Customer Materials**) relating to the Order and all rights in the Customer Material are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation. The Customer Materials shall be returned to the Customer forthwith upon request.

8.2 The Supplier acknowledges that where tooling is made by (or for) the Supplier for the purposes of the Customer’s Order (**Supplier Made Tooling**) and the Customer pays for that tooling, then all rights in the Supplier Made Tooling are and shall remain the exclusive property of the Customer. The Supplier shall keep the Supplier Made Tooling in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation. All such Supplier Made Tooling paid for by the Customer shall be returned to the Customer forthwith upon request. In the event of the Supplier’s insolvency or if the Supplier becomes subject to any of the events specified in clause 12.2, the Customer shall be entitled to immediate possession of all Supplier Made Tooling and Customer Materials, and the Supplier hereby grants the Customer an irrevocable licence to enter the Supplier’s premises to retrieve the same.

8.3 The Supplier shall:

(a) keep Customer Material and Supplier Made Tooling separate and clearly marked as property of the Customer;

(b) not use them for any purpose other than fulfilling the Order;

(c) not create copies (including digital) without the Customer’s prior written consent;

(d) ensure the Customer Materials and Supplier Made Tooling are not subject to any lien, charge or other encumbrance; and

(e) permit the Customer, on reasonable notice to inspect their condition and the Supplier’s records relating to them.

8.4 Where Customer Materials comprise data or confidential information of the Customer, the Supplier shall implement and maintain appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss, destruction or damage.

9. INSURANCE

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and in each case with coverage limits and terms that comply with the Customer's insurance requirements as notified to the Supplier from time to time. The Supplier shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. CONFIDENTIAL INFORMATION

10.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

10.2 The obligations in this clause do not apply to information that is or becomes public (other than through breach), was lawfully known to the receiving party, is independently developed, or is required to be disclosed by law, court order or regulator.

10.3 On request or on termination, the receiving party shall promptly return or, at the disclosing party’s option, securely destroy all confidential information, save for one archival copy retained solely for compliance purposes.

10.4 Confidentiality obligations shall continue for 5 years from disclosure (and indefinitely in respect of trade secrets).

11. AUDIT

11.1 The Customer may, on reasonable notice during normal business hours, audit or inspect the Supplier's books, records, accounts and facilities to verify compliance with the Contract, including (without limitation) pricing, invoicing and quality control. The Supplier shall provide all reasonable cooperation and access to documentation requested by the Customer or its representatives for such purpose, and shall retain all relevant records for at least six years following completion of the Contract.

12. TERMINATION

12.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and 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.

12.2 Without affecting any other right or remedy available to it, either may terminate the Contract with immediate effect by giving written notice to the other party if a party becomes subject to any of the following events:

(a) a party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

(b) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than if these events take place for the sole purpose of a scheme for a solvent amalgamation of the party with one or more other companies or the solvent reconstruction of the party; or

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the party, other than for the sole purpose of a scheme for a solvent amalgamation of the party with one or more other companies or the solvent reconstruction of the party; or

(d) a creditor or encumbrancer of the party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

(e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the party; or

(f) a floating charge holder over the assets of the party has become entitled to appoint or has appointed an administrative receiver; or

(g) a person becomes entitled to appoint a receiver over the assets of the party or a receiver is appointed over the assets of the party; or

(h) any event occurs, or proceeding is taken, with respect to the party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(a) to clause 12.2(g) inclusive; or

(i) the party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

(j) the financial position of the party deteriorates to such an extent that in the opinion of the other party the capability of the party adequately to fulfil its obligations under the Contract has been placed in jeopardy.

12.3 The Customer may terminate the Contract immediately by written notice if the Supplier commits a material breach which is irremediable or (if remediable) is not remedied within 14 days of notice requiring remedy.

12.4 The Customer may terminate the Contract immediately by written notice if the Supplier unilaterally varies or purports to vary any agreed terms of the Contract (including payment terms, pricing or delivery schedules) without the Customer's prior written consent.

12.5 Upon termination, the Supplier shall provide reasonable assistance requested by the Customer to transition supply to the Customer or an alternative supplier, at the Supplier's cost where termination is due to Supplier default.

12.6 On termination of the Contract, the Supplier shall immediately return all Customer Materials to the Customer. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.

12.7 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. GENERAL

13.1 Assignment and subcontracting.

(a) The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent. This shall not prevent the Supplier assigning or charging its right to be paid by the Customer to a bank or other provider of finance.

13.2 Force Majeure

(a) Neither party shall be in breach nor liable for delay/failure to perform to the extent caused by a Force Majeure Event.

(b) The Supplier shall use all reasonable endeavours to mitigate the effects, promptly notify the Customer with details, and implement a recovery plan.

(c) If a Force Majeure Event prevents performance for more than 20 Business Days, the Customer may terminate the Contract without liability.

13.3 Notices.

(a) 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, or sent by pre-paid first-class post in the U.K., recorded delivery, commercial courier or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.3(a); if sent by pre-paid first-class post or recorded delivery in the United Kingdom, at 9.00 am 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 email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.4 **Severance.**

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.5 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.6 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.7 **Variation.** Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a director of the Customer.

13.8 **Governing law and jurisdiction.** The 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 (save as stated) the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales save that the Customer may commence enforcement or recovery proceedings outside England and Wales if it so chooses.

13.9 In the event of any conflict or inconsistency between the English Language version of this agreement and any transaction, the English language version shall prevail.