

Terms and Conditions of Sale

The customer's attention is drawn in particular to the provisions of clauses 7 and 10 of these terms and conditions.

1. Interpretation

1.1 Definitions:

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 9.00 am to 5.00 pm on any Business Day.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 11.5.
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	the person or firm who purchases the Goods from the Supplier.
Delivery Location	has the meaning given in clause 3.1.
Call Off Period	such period as commences with the date of the Sales Order Confirmation and ends on and including the date specified in the Sales Order Confirmation as the date of delivery of the Goods (or, as the case may be, the date of delivery of the final Tranche).
Force Majeure Event	an event, circumstance or cause beyond a party's reasonable control.
Goods	the goods (or any part of them) set out in the Order.
Harbour	has the meaning ascribed to it by the Harbours Act 1964.
Order	the Customer's order for the Goods, as set out in the Customer's signed purchase order form.
Port	an area of sheltered water (usually within a Harbour) on the coast of the United Kingdom in which boats and other seagoing vessels customarily moor and/or dock for the purposes of loading and/or unloading their cargo.
Sales Order Confirmation	means the form attached to these Conditions and headed 'Sales Order Confirmation'.

Specification	any specification for the Goods as may be referred to in the Customer's Sales Order Confirmation.
Supplier	OPR Services Ltd (registered in England and Wales with company number 14164987).
Tranche	such specific part(s) of the Goods as may be identified or referred to in the Sales Confirmation Order.
Tranche Period	such period as commences with the date of the Sales Order Confirmation and ends on and including the date specified in the Sales Order Confirmation as the date for delivery of the relevant Tranche.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of

giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall always be subject to final confirmation, unless a validity period has been clearly stated within a formal offer..

3. Delivery

- 3.1 The Supplier shall use reasonable endeavours to procure that the Goods are delivered to the location set out in the Order (or such other location as the parties may agree or which the Supplier reasonably specifies) (**Delivery Location**).

- 3.2 Delivery is completed on the Customer commencing (or procuring the commencement of):

3.2.1 (where the Delivery Location is a Port) loading of the Goods at the Delivery Location; or

3.2.2 (in any other case) unloading of the Goods at the Delivery Location.

- 3.3 Where the Sales Order Confirmation specifies that the Goods shall delivered to (or made available for collection by) the Customer in instalments:

3.3.1 clause 3.2 shall apply to each Tranche due for delivery or collection in accordance with the relevant Sales Order Confirmation; and

3.3.2 the occurrence of delivery of a particular Tranche shall be without prejudice to the Supplier's rights under clause 3.6 of these Conditions insofar as it relates to the remainder of the Goods/Tranches which have not been so delivered.

- 3.4 Any dates, whether referred to in the Sales Order Confirmation or otherwise, for the arrival of a vessel on which some or all of the Goods are transported to any particular Port are approximate only, and the time of such arrival is not of the essence. The Supplier shall not be liable for any delay in such vessel's arrival.

- 3.5 The Supplier shall have no liability for any failure to deliver the Goods (or any Tranche) to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier (or the relevant person) with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 3.6 If the Customer fails to take delivery of the Goods or the relevant Tranche prior to the expiry of the Call Off Period or as the case may be the relevant Tranche Period, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the these Conditions:

3.6.1 delivery of the Goods or the relevant Tranche shall be deemed to have been completed upon the date of expiry of the Call Off Period or, as the case may be, the relevant Tranche Period .; and

3.6.2 (subject to clause 3.7 below) the Supplier may:

- 3.6.2.1 store the Goods (or Tranche) until it elects to deal with the Goods (or Tranche) in the manner set out at clause 3.6.2.2 below, and charge the Customer for all related costs and expenses (including transport and insurance), such costs and expenses being a debt payable on demand by the Customer; or
 - 3.6.2.2 arrange for the Goods (or Tranche) to be transferred into a new or an existing account which the Customer holds with the person storing all or part of the Goods such that the Customer is thereafter liable for the costs of storing the Goods delivered in accordance with this clause 3.6 and the Customer shall take all steps and promptly provide all information which the Supplier considers necessary and/or desirable as regards the creation of an account with the relevant storage provider and/or the transfer of the Goods (or any part of them) to that Customer's account.
- 3.7 If ten (10) days after the expiry of the Call Off Period (or the relevant Tranche Period) the Customer has not taken actual delivery of the Goods (or, as the case may be, the Tranche), the Supplier may resell or otherwise dispose of part or all of the Goods (or that Tranche) to a third party.
- 3.8 Unless stated to the contrary in the Sales Order Confirmation, If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 3.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.10 Upon delivery the Customer shall carry out an inspection of the Goods to check weight, thickness and width to ensure that they are as per the Specification and/or purchase order form and any apparent defects and damage to goods (including without limit, any surface faults, package faults or other apparent defects) which shall then be notified to the Supplier in writing without delay.
- 3.11 The notification referred to at clause 3.10 of such apparent defects and damage to the Goods shall be supported with documentary evidence setting out the basis of the claim, including a third party inspection control certificate issued by a company (of international repute) which provides a service to inspect (and ascertain the quality of) shipped goods. The Supplier will be given the opportunity to inspect the particular goods.
- 3.12 To the fullest extent permitted under applicable law:
 - 3.12.1 goods shall be considered automatically accepted upon the tenth Business Day following the Supplier notifying the Customer that the Goods have been delivered to the Delivery Location;
 - 3.12.2 if the Customer fails to notify the Supplier in accordance with clause 3.10 before the expiry of the period referred to at clause 3.12.1 (or, if earlier, the date of Delivery) then the Supplier shall have no liability in respect of any alleged issue in relation to quantity or quality of those Goods or their description, including but not limited to any defect, deficiency and/or failure of goods to meet the specific terms of this contract (or the Specification) which a reasonable inspection would have revealed but where said inspection was not made.

4. Quality

- 4.1 Claims in relation to quality or conformity of the goods shall only be valid when made in accordance with this clause.
- 4.2 All quality claims (that are not time barred under the terms hereof) in relation to Goods (**Notified Goods**) shall be notified in writing and received by the Supplier within 45 days from arrival at discharge place. Within 10 days following such notification, the Customer shall, at its own cost and without prejudice to the Suppliers right to dispute such report, deliver to the Supplier the report of an independent international inspection company (**Surveyor**), containing the following information: date/number of shipping document(s); purchase order form(s) and(if applicable) Specification(s); number and weight of delivered Goods; weight and quantity of Goods checked by the Surveyor; full description of defects and quantity of Notified Goods. The Customer must also, at its own cost, send a sample of Notified Goods to the Supplier if so requested.
- 4.3 Unless the Supplier agrees otherwise in writing, upon the Customer becoming aware of a potential quality claim, the Customer agrees that none of the Notified Goods shall be processed further, sold, dealt, with or otherwise disposed of until the Supplier has conducted an inspection of such Notified Goods.
- 4.4 Goods sold as "non-prime" or which the Supplier and the Customer agree to be "non-prime" are sold in their actual state, whether or not seen, without warranty, with all faults whether or not the Goods have been inspected by the Customer prior to delivery. Any statement, specification, description or other information provided by the Supplier in respect of such Goods is given in good faith but the Supplier can accept no responsibility for its accuracy. In no circumstances will the Supplier be under an obligation to replace or make good such Goods or entertain any claim whatsoever in respect thereof. If the Customer shall re-sell such Goods the Customer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement unless prior to reselling the Goods, the Customer caused the Goods or such part of the Goods as the Customer re-sells to comply with a recognised specification or standard.
- 4.5 Where the Goods are either packed or protected in the manner specified in the contract, or if there is no such specification, delivered without sufficient packing or protection, the Supplier shall not be liable for any damage to or deterioration of the Goods during carriage or delivery.
- 4.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Supplier in accordance with these conditions, the Supplier shall be entitled to replace the Goods (or the part in question) or, at the Supplier's sole discretion, credit the Customer with the contract price of the Goods (or a proportionate part of the price), but the Supplier shall have no further liability to the Customer.
- 4.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 4.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5. Title and risk

- 5.1 The risk in the Goods shall pass to the Customer on completion of delivery.

- 5.2 Title to the Goods shall not pass to the Customer until:
- 5.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1 hold the Goods on a fiduciary basis, as the Supplier's bailee;
- 5.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 5.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 5.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1.2 to clause 8.1.4; and
- 5.3.6 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
- 5.3.6.1 the Goods; and
- 5.3.6.2 the ongoing financial position of the Customer.
- 5.4 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them. This right is without prejudice to the Supplier's right to recover from the Customer payment of the sums due in respect of the Goods so recovered (less any sums which the Supplier receives or reasonably expects to receive upon resale of the Goods aforesaid) plus any costs and expenses incurred by the Supplier upon resale thereof (together with all storage, insurance and transport costs).
- 6. Price and payment**
- 6.1 The price of the Goods shall be the price set out in the Order.
- 6.2 The Supplier may, by giving notice to the Customer at any time up to sixty (60) Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 6.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

- 6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 6.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 6.3 The price of the Goods excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 6.4 The Supplier may (save where agreed to the contrary) invoice the Customer for the Goods on or at any time after the completion of delivery.
- 6.5 The Customer shall pay each invoice submitted by the Supplier:
 - 6.5.1 on or before the date upon which the final day in the calendar month immediately following the calendar month in which the Goods (or the relevant Tranche) were delivered or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - 6.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
 - 6.5.3 time for payment shall be of the essence of the Contract.
- 6.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Limitation of liability

- 7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 7.2.1 death or personal injury caused by negligence;
 - 7.2.2 fraud or fraudulent misrepresentation;
 - 7.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - 7.2.4 defective products under the Consumer Protection Act 1987.

- 7.3 Subject to clause 7.2, the Supplier's total liability to the Customer shall not exceed the price of the Goods referred to in the Order in respect of which a claim arises.
- 7.4 Subject to clause 7.2, the following types of loss are wholly excluded:
- 7.4.1 loss of profits;
 - 7.4.2 loss of sales or business;
 - 7.4.3 loss of agreements or contracts;
 - 7.4.4 loss of anticipated savings;
 - 7.4.5 pure economic loss;
 - 7.4.6 loss of use or corruption of software, data or information;
 - 7.4.7 loss of or damage to goodwill; and
 - 7.4.8 indirect or consequential loss.
- 7.5 The Supplier shall not be liable for any damage, defects, surface condition or handling of the Goods at a third-party warehouse (or where Goods are handled by any third party).
- 7.6 This clause 7 shall survive termination of the Contract.

8. Termination

- 8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract (or suspend the performance of its obligations under this Contract) with immediate effect by giving written notice to the Customer if:
- 8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five Business Days of that party being notified in writing to do so;
 - 8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 8.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

- 8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1.2 to clause 8.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

9. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving one day's written notice to the affected party.

10. Guarantee and Indemnity

- 10.1 The guarantee and indemnity incorporated by this clause 10 is provided to the Supplier, which expression shall include its successors and assigns.
- 10.2 In this clause and in the Sales Order Confirmation:
- 10.2.1 References to the "Customer's Obligations" are to all liabilities and obligations which the Customer may incur now or at any time in connection with the provision by the Supplier of the Goods and/or other goods or services to the Customer pursuant to these terms and on credit and include without limitation any goods and/or services from time to time supplied to the Customer by the Supplier, at the discretion of the Supplier.
- 10.2.2 References to "Guarantor" shall mean the any person who signs the purchase order form on behalf of the Customer together with any person who is a director, shadow director or de-facto director of the Customer as at the date upon which the purchase order form is signed.
- 10.2.3 References to the "Line of Credit" is to any agreement by the Supplier to provide the Goods (or other goods and/or services) to the Customer on credit (or in any other manner whereby

the overall effect is one of the Supplier proffering credit to the Customer or with the overall effect of borrowing).

- 10.3 For the avoidance of doubt the consideration for the existing obligations and liabilities of the Supplier being covered by this clause is the grant of the Line of Credit.
- 10.4 In consideration of the provision of the Line of Credit, each Guarantor, jointly and severally, hereby:
- 10.4.1 guarantees that immediately on demand by the Supplier that they shall pay all of the Customer's Obligations due and owing to the Supplier;
 - 10.4.2 guarantees the performance of the Customer's Obligations;
 - 10.4.3 agrees to indemnify the Supplier and keep the Supplier indemnified against all and any loss resulting from or arising in respect of the Line of Credit and/or any breach of the Customer's Obligations and will pay such loss to the Supplier immediately on demand; and
 - 10.4.4 indemnifies the Supplier in respect of all costs and expenses the Supplier shall have incurred in enforcing the Guarantee and Indemnity contained in this clause.
- 10.5 The Guarantee and Indemnity contained in this clause will not be affected by:
- 10.5.1 any variation in respect of the Line of Credit, including without limitation the amount of credit provided, and whether or not any Guarantor has consented to that variation;
 - 10.5.2 any other security guarantee or indemnity taken by the Supplier in respect of the Customer's Obligations;
 - 10.5.3 any time or concession or indulgence given to the Customer;
 - 10.5.4 any compromise with or settlement with or arrangement or composition or agreement to release or not sue the Customer, any Guarantor or any other guarantor or indemnifier;
 - 10.5.5 the impairment of any security taken in respect of the Line of Credit or the failure to realise or to enforce any such security or the failure to take any such security;
 - 10.5.6 the insolvency of the Customer; or
 - 10.5.7 any unenforceability in respect of the Customer's Obligations against the Customer.

11. General

11.1 Liability for Tax and Duties etc

- 11.1.1 Any and all taxes, duties, charges, rates, levies which may be assessed, imposed or levied by any authority in the country of destination of the Goods (whether of a novel nature or otherwise) contemplated by the present contract shall be borne by the Customer.
- 11.1.2 Should any competent authority or UK Government department announces or is reasonably likely to announce that the Goods are or will be subject to trade or anti-dumping measures

involving the application of duties, quotas, tariffs, sanctions, embargoes or other trade measures on importation of the Goods (or goods of a similar or like nature) into the United Kingdom (or the relevant constituent part thereof) or any other country of destination, the Supplier shall at its option be entitled to postpone delivery of the Goods until any additional charges and duties cease to apply.

11.2 **Set off**

11.2.1 All amounts due under this agreement from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.3 **Assignment and other dealings.**

11.3.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

11.3.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.4 **Entire agreement.**

11.4.1 The Contract constitutes the entire agreement between the parties.

11.4.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 **Waiver.**

11.6.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.6.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.7 the parties

shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.8 **Notices.**

11.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

11.8.2 Any notice shall be deemed to have been received:

11.8.2.1 if delivered by hand, at the time the notice is left at the proper address; or

11.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

11.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.9 **Third party rights.**

11.9.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

11.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.