

Broughton Electro Air Products Ltd.

TERMS AND CONDITIONS FOR SALE OF GOODS AND SUPPLY OF SERVICES

1. EXISTENCE AND SCOPE OF CONTRACT

- 1.1 These terms and conditions together with BEAP's quotations set out all the rights and obligations of the parties each to the other and no other terms or conditions shall be implied save to the extent that such terms or conditions are implied by statute.
- 1.2 Unless otherwise expressly agreed, collection or acceptance of goods or acceptance of services by the customer shall signify acceptance of these terms and conditions. For the avoidance of doubt, BEAP do not intend to enter into contract on any terms and conditions other than these set out herein.
- 1.3 All quotations by BEAP shall be open to acceptance for 30 days unless expressly otherwise or unless withdrawn or revised by BEAP.
- 1.4 All quotations for the sale of goods are conditional on availability of said goods to BEAP.

2. DEFINITIONS

- 2.1 The following terms shall have the following meanings:
 - (i) 'BEAP' means Broughton Electro Air Products Ltd. its successors and assigns.
 - (ii) The 'customer' means the customer of BEAP to whom this document is addressed and includes successors or others for whom said customer is responsible.
 - (iii) The 'goods' means the goods supplied as described in BEAP's quotation.
 - (iv) 'Services' means service provided as described in BEAP.
 - (v) 'Contract Works' means goods and services where both are provided under the contract.
 - (vi) 'Variation' means any change or addition to, or omission from, the specification of any goods or services or any change in the manner or time in which such goods or services are to be carried out.
 - (vii) 'Site' means the area in which the goods are to be installed together with any other area, which BEAP shall be permitted to work in connection with the contract works.
 - (viii) 'Defect' and 'defective' means goods or services supplied not in accordance with the contract. For the avoidance of doubt 'defect' or 'defective' does not include deterioration resulting from fair or excessive use, damage however caused, improper use, lack of proper maintenance.
 - (ix) 'Contract Price' means the sum stated in BEAP's quotation as the price payable to BEAP for performance of the contract works.

3. SALES OF GOODS – DELIVERY AND ACCEPTANCE

- 3.1 This clause 3 shall apply in all cases where the contract is for the supply of goods and no installation services at the site are provided by BEAP under the contract notwithstanding other services may be provided by BEAP in connection with the goods.
Delivery
- 3.2 The goods are delivered to the customer when BEAP makes them available to the customer or its agent (a carrier shall be the customer's agent whoever pays its charges) at BEAP's premises or other place of delivery agreed by BEAP.
- 3.3 Risk in the goods passes when they are delivered to the customer.
- 3.4 BEAP may at its discretion deliver the goods by instalments in any sequence.
- 3.5 When the goods are delivered by instalments no default or failure by BEAP in respect of any one or more instalments shall vitiate the contract in respect of the goods previously delivered or which remain undelivered.
- 3.6 Any dates quoted by BEAP for the delivery of the goods or if applicable for the provision or completion of the services are approximate only and shall not form part of the contract, and the customer acknowledges that in the performance expected of BEAP no regard has been paid to any quoted delivery dates.
- 3.7 If the customer fails to take delivery of the goods or any part of them on the due date or to provide any instructions or documents required to enable the goods to be delivered on the due date, BEAP may on giving written notice to the customer store or arrange storage of the goods and on the service of the notice risk in the goods shall pass to the customer. Delivery of the goods shall be deemed to have taken place and the customer shall pay to BEAP all costs and expenses including storage and insurance charges arising from its failure.
- 3.8 BEAP shall not be liable for any penalty loss injury damage or expenses arising from delay through any cause at all, nor shall any such delay or failure entitle the customer to refuse to accept any delivery or performance or to repudiate the contract.
Acceptance and Notice of Complaint
- 3.9 The customer shall be deemed to be satisfied with and have accepted the goods on delivery UNLESS it shall have complied with the provisions of this Clause 3.
- 3.10 Any claim that the goods or any part of them have been delivered damaged or are not of the correct quantity or do not comply with their description shall be notified by the customer to BEAP by written endorsement on the delivery note in respect of such goods and in writing to BEAP within 48 hours of their delivery.
- 3.11 Any claim that the goods or any part of them have been lost in transit or are defective or in the case of services of a defect in workmanship shall be notified by the customer to BEAP within 7 days of delivery of the goods or completion of the services.
- 3.12 Any claim under this condition must be in writing and must contain full details including part numbers of the allegedly defective goods or part thereof.
- 3.13 BEAP shall be afforded reasonable opportunity and facilities to investigate any claims made under this Condition and the customer shall if so requested in writing by BEAP promptly return any of the goods the subject of any claim and any packaging materials securely packed and carriage paid to BEAP for examination.
- 3.14 BEAP shall have no liability with regard to any claim in respect of which the customer has not complied with the claims procedure of these conditions.

4. SUPPLY OF GOODS AND SERVICES – TIME, ACCEPTANCE AND DEFECTS

- 4.1 This clause 4 shall apply in all cases where the contract is for the supply of goods and services including installation services by BEAP at the site.
- 4.2 The customer shall allow access to the site to enable BEAP to carry out and complete the contract works.
- 4.3 Any dates quoted by BEAP for delivery of goods or completion of any service are approximate only and shall not form part of the contract and the customer acknowledges that in the performance expected of BEAP no record has ever been paid to any such dates.
- 4.4 BEAP shall not be liable for any loss injury charge or expense arising from its failure to meet any dates referred to in Clause 4.3, nor shall any such failure entitle the customer to refuse performance or to repudiate the contract.
- 4.5 When BEAP considers it has completed supply of goods and installation services including testing and initial commissioning where appropriate, BEAP shall notify the customer that the contract works are complete.
- 4.6 On receipt of notice by BEAP under Clause 4.5 the customer shall forthwith inspect the work on site and the customer shall be deemed to be satisfied with and have accepted the contract work UNLESS it immediately notifies BEAP of its dissatisfaction in writing giving reasons.
- 4.7 In the event that BEAP does not agree with the customer that the work on site is not complete either party may refer the matter to adjudication as provided in this contract.
- 4.8 If any defect appears or becomes apparent within 6 months following the acceptance of the works the customer shall immediately notify BEAP and afford BEAP reasonable opportunity to inspect, to investigate the cause and to correct the defect.

5. VARIATIONS

- 5.1 All variations shall be in writing signed by both parties or shall be requested in writing by the customer and accepted expressly as a variation by BEAP.
- 5.2 No variation shall vitiate the contract.
- 5.3 BEAP may require the basis of charging any variation to be agreed in writing before any goods or service comprising a variation is provided to the customer.
- 5.4 In the event that the basis of charging a variation is not agreed BEAP may at its absolute discretion refuse to accept the variation or may require the subject of the proposed variation to be supplied under a separate contract.
- 5.5 If BEAP accepts a variation without first having agreed the basis for charging, then the variation shall be valued on a fair and reasonable basis.

6. INFORMATION PROVIDED BY CUSTOMER AND ASSUMPTIONS

- Information provided by customer
- 6.1 Where in BEAP quotation any information or document is identified as provided by the customer, BEAP shall be entitled to rely on such information or document for the purpose of discharging its obligations under the contract.
Assumptions made by BEAP
- 6.2 Where in BEAP quotation it is stated that an assumption has been made, the goods and/or services specified and the prices therefore included in the contract price are based on such an assumption being correct.
- 6.3 If at any time any said assumption is found to be incorrect and correction would affect the performance of the contract works in any way whatsoever, any resulting effect on the contract works shall be carried out by BEAP and shall be treated as though it were a variation.

7. PRICES

- 7.1 The contract price is based on prices and rates, terms and duties applying at the time of BEAP quotation.
- 7.2 If after the date of BEAP quotation BEAP costs are increased by any increase in the prices or rates to BEAP of material, plant, equipment, transport, labour and any part of BEAP overhead costs, or if there is any imposition of a tax or duty, or any increase in the rate of any existing tax or duty, BEAP shall be entitled to be reimbursed by the customer the amount of its said increased costs.
- 7.3 The contract price and all prices contained in BEAP quotation are nett and no provision is made for the customer to be allowed discount.

8. PAYMENT AND SET OFF

- Payment (supply only)
- 8.1 If the contract does not include installation of the goods by BEAP at the site:
 - (a) BEAP may invoice for goods immediately after delivery. If the contract provides for delivery in instalments, BEAP may invoice for the relevant goods immediately after delivery of each instalment.
 - (b) All invoices for the price of the goods and services are payable without discount of any kind in pounds sterling within 30 days of date of invoice at BEAP's premises stated on the invoice and in no circumstances shall the customer be entitled to make any deduction or withhold payment for any reason at all.

Payment (supply and installation)

- 8.2 If the contract includes installation of the goods by BEAP at the site payment shall be made in the following manner:
- (a) BEAP may submit its invoice for goods supplied, services provided and/or variations provided under the contract or for any other amounts due from the customer to BEAP under the contract immediately after installation.
 - (b) Payment of the proper amount payable shall be made within 25 days starting 5 days after date of invoice.
 - (c) Not later than 7 days after the receipt of BEAP invoice the customer shall notify BEAP in writing giving details of the amount to be paid against said invoice and the basis on which it is calculated.
 - (d) If in the respect of any invoice submitted by BEAP to the customer, the customer intends to withhold payment (or part thereof) of a sum previously notified as due the customer shall give written notice of such intention not later than 7 days before the latest date for payment giving details of each amount to be withheld and the ground for withholding each amount.
- 8.3 Should the customer default in making payment in accordance with the foregoing provisions whether by non-payment or where applicable by failing to serve an effective notice to withhold payment without prejudice to any other right or remedy under the contract:
- (i) BEAP may charge interest on all outstanding monies at the rate of 4 per cent per annum above the base rate of Lloyds TSB plc from time to time prevailing charged on a daily basis compounded monthly until payment.
 - (ii) BEAP may immediately suspend performance of its obligations under the contract.
 - (iii) BEAP may continue suspension hereof until 5 days after the customer makes payment of the amount due.
 - (iv) In respect of suspension of its performance BEAP shall be entitled to appropriate relief from any of its obligation under the contract connected with time limits.
 - (v) BEAP shall have a lien on all customers property in the possession of BEAP for all amounts due at any time from the customer, and it may use sell or dispose of that property as agent for and at the expense of the customer and apply the proceeds in and towards the payment of such amounts on 14 days notice in writing to the customer. On accounting to the customer for any balance remaining after payment of any amounts due to BEAP and the costs of sale or disposal BEAP shall be discharged of any liability in respect of the customer's property.
- 8.4 The customer indemnifies BEAP against all direct legal and other costs including but not limited to the cost of BEAP employees incurred in the recovery of any sum which becomes overdue for payment and any loss and/or expense suffered by BEAP resulting from action taken in accordance with the provision contained in Clause 8.3.
- Counter claims and set off
- 8.5 Under no circumstances shall monies owed by BEAP to the customer under this or any other contract between the parties be set off against monies properly due to BEAP under this contract.

9. TITLE

- 9.1 Notwithstanding the earlier passing of risk, title to and property in the goods shall pass to the customer when the amount due under the invoice for the goods (including interest and costs) has been paid in full and until such payment the customer shall hold the goods in fiduciary capacity as bailee for BEAP and shall store or mark them so that they can at all times be identified as the property of BEAP.
- 9.2 BEAP may at any time before title passes and without any liability to the customer repossess and dismantle and use or sell any of the goods and by doing so terminate the customer's right to sell or otherwise deal in them and for the purpose of determining what if any of the goods are held by the customer and in inspecting them enter any premises of or occupied by the customer.
- 9.3 Until the title to the goods passes to the customer the entire proceeds of sale of the goods shall be held in trust for BEAP and shall be held in a separate designated account and not mingled with any other monies or paid into any overdrawn bank account and shall at all times be identifiable as BEAP's money.
- 9.4 BEAP may maintain an action of the price of the goods notwithstanding that title in them has not passed to the customer.
- 9.5 The customer grants BEAP and his agents an irrevocable licence to enter any vehicles or premises owned or occupied by the customer or in its possession for the purpose of repossessing and removing any such goods the property in which has remained in BEAP under Clause 9.1 hereof. BEAP shall not be responsible for and the customer shall indemnify BEAP against liability in respect of damage caused to such vehicle or premises in such repossession and removal being damage it was not reasonably practicable to avoid.
- 9.6 The customer must ensure that if the goods are or become affixed to any land or building they shall be capable of being identified as the property of BEAP and removed without material injury to such land or building and to take all necessary steps to prevent title of the goods from passing to the landlord of such land or building. The customer warrants to repair and make good any damage caused by the affixation of the goods or their removal from any land or building and to indemnify BEAP against all loss damage or liability it may incur or sustain as a result of such affixation or removal.
- 9.7 If the goods are affixed to any land or building in performance of the contract, BEAP rights to possess the goods and any obligations in respect thereof shall be the same as if said goods were affixed by the customer, save that BEAP shall mark the goods so affixed as the property of BEAP in such a manner that such a mark shall not damage the goods and may be removed by the customer when title to and property in the goods has passed to it.
- 9.8 The customer's right to possession of the goods shall cease if it does anything or fails to do anything which would entitle an administrator or administrative receiver to take possession of any assets or would entitle any person to present a petition for winding-up.

10. EXTENT OF LIABILITY

Generally

- 10.1 Unless otherwise provided in these Terms and Conditions under no circumstances shall BEAP have any liability whatever kind for:
- (a) Any fault or imperfection resulting from wear and tear, accident, improper use by the customer or use by the customer except in accordance with the instructions of BEAP or the manufacturer of any of the goods, or neglect or from any instructions, design specification, or materials provided or made by the customer, or for any of the goods which have been adjusted modified or repaired except by BEAP.
 - (b) The suitability of any of the goods for any particular use under specific conditions whether or not the purpose was known or communicated to BEAP.
 - (c) Any substitution by BEAP of any materials or components not forming part of any specification of the goods agreed in writing by BEAP.
 - (d) Any descriptions, illustrations, specifications, figures as to performance, or any other information submitted by BEAP or in BEAP's catalogues, sales literature price lists or elsewhere since they are merely intended to represent a general impression of the goods and not to form part of the contract or to be treated as representations.
 - (e) Any technical information recommendation statements or advice furnished by BEAP its servants or agents before the contract is made.
 - (f) Any variations in the quantities or dimensions or specification of any of the goods or substitution of any materials or components if the variation or substitution does not materially affect the characteristics of the goods and the substituted materials or components are of a quality equal or superior to those originally specified.
- 10.2 Except as expressly provided elsewhere, BEAP shall have no liability to the customer for any loss or damage of any nature arising from any breach of the contract or any negligence breach of statutory or other duty on the part of BEAP except for death or personal injury resulting from the negligence of BEAP.
- 10.3 If the customer establishes that any of the goods have not been delivered, have been delivered damaged, are not of the correct quantity or do not comply with their description, BEAP shall at its option replace with similar goods any of the goods which are missing lost or damaged or do not comply with their description and shall allow the customer credit for their invoice value or repair any of the goods which are damaged.
- 10.4 If the customer establishes that any of the goods are defective, BEAP shall at its option replace with similar goods or repair any defective goods or rectify any defective workmanship or at the customers request allow the customer credit, or to the extent that the goods are not of BEAP's manufacture assign to the customer (so far as BEAP is able to do so) any warranties given by the manufacturer to BEAP.
- 10.5 Clause 10.4 shall not apply unless:
- (a) If so required all defective goods are first returned to BEAP's premises carriage paid by the customer, and
 - (b) The goods have not been altered in any way whatsoever, nor have they been subjected to misuse or unauthorised repair.
 - (c) The goods have been properly and correctly stored or installed or connected (unless BEAP carried out such installation and connection) and used by the customer in accordance with the manufacturers instruction, and
 - (d) In the case of the goods requiring service or maintenance the customer has entered into a contract for the maintenance with BEAP.
- 10.6 Clause 10.4 shall not apply to plumbing work or repair of faults caused by failure or stoppage in power supply or defects or blockage in draining system or defects in water supply or scale formation resulting in pipe work blockage unless any of the foregoing was installed by BEAP.
- 10.7 The delivery of any repaired or replacement goods shall be at BEAP's premises or other delivery point specified for the original goods.
- 10.8 BEAP shall not be liable where any of the goods the price of which does not include carriage are lost or damaged in transit and all claims by the customer shall be made against the carrier. Replacements for such loss or damaged goods will if available be supplied by BEAP at the prices ruling at the date of despatch and shall be a variation.
- 10.9 In no circumstance shall the liability of BEAP to the customer under this condition exceed the value of the invoice of the goods or services.
- 10.10 Except as expressly provided elsewhere in the contract BEAP shall not be liable for any claims in respect of economic loss, loss of production, loss of profit, loss of opportunity, loss of bargain or any other indirect or consequential injury loss or damage caused directly or indirectly by any breach of the contract or any negligence on the part of BEAP or on the part of its employees agents or others from whom it is responsible in connection with or arising out of the supply of the goods or the services or the installation repair or maintenance of the goods to connection with any statement given or made, or failure to give advice or warning by or on behalf of BEAP except that such exclusion shall not apply to any implied term as to quality or fitness for any general or particular purpose where the customer deals as a consumer as defined in Section 12 of the Unfair Contract Terms Act 1977.
- Design
- 10.11 To the extent that BEAP carries out design or chooses equipment BEAP shall supply such services using reasonable professional care and skill and BEAP does not warrant that the contract works as described in its quotation or its incorporation within the work of others will satisfy the customers requirements.

11. TERMINATION

- 11.1 Without prejudice to and in addition to any other right or remedy it possesses under the contract, BEAP may at its discretion terminate the supply of the goods or the services if the customer fails to make any payment when and as due, or otherwise defaults in any of its obligation under the contract or becomes insolvent, has an Administrative Receiver appointed of its business, or is compulsorily or voluntarily wound up, or BEAP bona fide believes that any of those events may occur. In case of termination any deposit paid by the customer to BEAP shall be forfeited.

12. SERVICES

- 12.1 This clause shall apply if the contract is for the supply of goods and services including installation services by BEAP at the site.
- 12.2 BEAP shall be entitled to carry out the services during normal working hours. If the customer requests BEAP to perform services outside normal working hours such request shall be a variation.
- 12.3 Unless otherwise provided expressly in BEAP's quotation the services shall exclude the following:
- (a) All electrical mains power supplies and cables necessary for the services, suitably rated fused switch isolator between the incoming mains distribution board and BEAP's tools plant and equipment.
 - (b) Any specialist builders work of a structural nature including but not limited to drilling of holes through reinforced walls, specialist support slabs, walls and cutting and weatherproofing of roofs, painting, redecorating and making good the premises after BEAP installation work, removal and refitting of interlock design ceiling tiles and all remedial work necessitated by accidental damage of any of the foregoing or by accidental breakage of glass during the carrying out of the services.
 - (c) All necessary Planning Approvals or other consents required for the performance of the services.
 - (d) Any craneage, hoisting gear, scaffold, ladders and movable platforms.
- 12.4 Goods delivered to site which remain unfixated and goods installed and work carried out in connection therewith shall at all times be at the sole risk of the customer and if any part thereof is lost damaged or destroyed through any cause whatsoever BEAP shall be entitled to treat and charge for the cost of restoration of any goods or services so lost damaged or destroyed as a variation. The customer shall insure and keep insured in the joint names with such reputable insurers as BEAP shall approve the full value of the goods and/or the services, including BEAP's tools plant and equipment on site and the cost of any relevant professional fees or services against every kind of loss damage or destruction. The customer shall produce to BEAP on demand the policy or policies under which such insurance is effected together with the latest premiums receipts. If the customer shall default in effecting insurance BEAP may effect the same on behalf of the customer and the cost thereof shall be reimbursed by the customer to BEAP on demand.
- 12.5 If the services are to be performed at the premises of the customer or at its request at the premises of any other person then the customer warrants and undertakes to BEAP throughout the term of the contract as follows:
- (a) That the customer has the full power and authority to enter into the contract and to permit BEAP to perform the services and all necessary Planning Approvals or other consents authorising the services have been obtained.
 - (b) To grant to BEAP's employees agents and contractors full and unrestricted safe access to the site as BEAP shall from time to time require in order to discharge its obligations under the contract.
 - (c) To make available free of charge at the site such facilities as BEAP shall reasonably require to enable the services to be performed safely expeditiously and without any interruption by any activity of the customer including but without limitation adequate and safe working space, storage, office furniture equipment and all electrical mains power and/or other fuel supplies and cables necessary for the services, suitably rated fused switch isolator between incoming mains distribution board and BEAP's tools plant and equipment, any craneage hoisting and/or lowering gear specialist lifting tackle scaffolding ladders and movable platforms.
 - (d) To provide adequate protection of all the goods tools plant and equipment and materials on site.
 - (e) To provide prior to commencement of installation and at the customer's cost all builder's work including but without limitation foundations, drilling of holes through reinforced walls, special support slabs, cutting and weathering of roofs, cutting away and making good as required and ready availability of all plant and equipment so as to ensure that the premises are in a fit state for the contract works.
- 12.6 Without prejudice to any other right or remedy it possesses under the contract, BEAP may claim the amount of any loss and/or expense incurred by it resulting from any breach by the customer of its obligations under Clause 12.1 to 12.5.

13. CONFIDENTIALITY

- 13.1 The customer shall not at any time whether before or after completion or termination divulge or use any unpublished technical information deriving from BEAP or any other confidential information in relation to BEAP'S affairs or business.

14. CANCELLATION BY CUSTOMER

- 14.1 Orders for goods which have been made specially for the customer and/or for which BEAP has placed an order with a manufacturer will be charged in full unless written notice of cancellation is received not less than 8 weeks before the delivery date notified to the customer, and providing manufacture of such goods or any components has not commenced at the date of that notice. Orders for stock items may be cancelled by written notice at any time before the goods are allocated or set aside for the contact by BEAP, but if cancellation is received after such goods or components have been so allocated then a packing and banding charge equivalent to 15% of the total contract price of said goods will be payable by the customer.

15. STATUTORY COMPLIANCE

- 15.1 The customer shall obtain every necessary licence or permit or approval required and give every necessary notice or declaration and/or comply with any legal requirement for or relating to the use or installation of the contract works.

16. FORCE MAJEURE

- 16.1 BEAP shall not be responsible for any failure in performance of any of its obligations under the contract caused by factors outside its control.

17. NOTICES

- 17.1 To be served effectively any notice or communication in writing shall in the case of a notice or communication to BEAP be sent to its address on BEAP's quotation and shall in the case of a notice or communication to the customer be sent to the customer at its registered office or to the address of the customer last known to BEAP. Any such notice or communication may be given by registered or recorded delivery post or facsimile transmission. To prove service in the case of notice given by facsimile transmission it shall be sufficient to show that it was despatched to the correct facsimile number. Service shall be deemed to have been affected 24 hours after despatch by post or facsimile transmission.

18. GENERAL

- 18.1 BEAP may subcontract the performance of the contract in whole or in part.
- 18.2 The customer shall not assign or sublet the contract in whole or in part, without first obtaining BEAP's written consent which consent shall not be unreasonably withheld.
- 18.3 All tools patterns materials drawings specifications and other data provided by BEAP shall remain its property and all technical information patentable or impatentable copyright and registered design arising out of or in connection with its performance of the contract, shall be the property of BEAP, save to the extent that the contract works described on BEAP's quotation expressly provides otherwise.
- 18.4 If any provisions contained in these conditions shall be deemed to be invalid for any reason the condition shall be read as if the provision had to that extent been deleted therefore and the validity of the remaining provisions of these conditions shall be affected thereby.

19. SETTLEMENT OF DISPUTES

- 19.1 Should any dispute or difference arise between the parties under the contract at any time including after its completion and whether before or after the termination, abandonment or breach of the contract then either party shall have the right to refer that dispute or difference for adjudication in accordance with the following conditions. Nothing in this clause shall be construed to deprive either party of its right to commence proceedings in the Courts.
- 19.2 If any such dispute or difference arises then one party ('The Applicant') may serve upon the other ('the Respondent') a notice ('the notice') which shall state in sufficient detail the nature of the dispute, the remedy sought together with a request to refer the dispute for adjudication.
- 19.3 The notice under Clause 19.2 shall also be served forthwith by the Applicant on the Adjudicator either upon his identity being agreed or upon him being appointed under Clause 19.4 below as the case may be.
- 19.4 The parties shall within four days of the Notice being served upon the Respondent agree upon a suitable Adjudicator. Failing agreement the Applicant shall and the Respondent may apply for an appointment to the Academy of Construction Adjudicators (whilst at the same time serving a copy of the application on the other party) whose written notification of an appointment of an Adjudicator shall be served on both parties.

20. ADJUDICATION

- 20.1 The Adjudication is to be carried out in accordance with BEAP rules for Adjudication-Construction Projects (a copy of which shall be provided on request) and with the object of securing the appointment of and the referral of the dispute to the Adjudicator within seven days and requiring a Decision by him within twenty eight days of such referral.

21. LAW

- 21.1 The contract shall be governed by English law and the customer consents to the exclusion jurisdiction of the English courts in matters regarding the contract except to the extent that BEAP invokes the jurisdiction of the Courts of any other country.