

## The Target Healthcare Group Terms and conditions for the supply of goods

The Customer's attention is drawn in particular to the provisions of clause 8.

### 1. Interpretation

#### 1.1 Definitions:

<b>Aseptic Goods</b>	compounded aseptic medicines.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business.
<b>Business Hours</b>	the period from 9:00am to 5:00pm on any Business Day.
<b>Conditions</b>	the terms and conditions set out in this document as amended from time to time in accordance with clause 11.3.
<b>Contract</b>	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
<b>Customer</b>	the person or firm who purchases the Goods from the Supplier.
<b>Force Majeure Event</b>	an event, circumstance or cause beyond a party's reasonable control.
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>Insolvency Event</b>	<p>(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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; as if the words "it is proved to the satisfaction of the court" did not appear in section 123(1)(e) and (2) of the Insolvency Act 1986;</p> <p>(b) a party begins 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 any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;</p> <p>(c) a party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;</p> <p>(d) 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 a party other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;</p> <p>(e) an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or if an administrator is appointed over a party;</p> <p>(f) the holder of a qualifying floating charge over the assets of a party has become entitled to appoint or has appointed an administrative receiver;</p> <p>(g) a person becomes entitled to appoint a receiver over all or any of the assets of a party or a receiver is appointed over all or any of the assets of a party;</p> <p>(h) a creditor or encumbrancer of a 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</p>

attachment or process is not discharged within 14 days; or

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

#### **Licensed Customer**

a Customer which holds a Wholesale Dealers Authorisation (WDA(H)).

#### **Order**

an order for goods placed with the Supplier or its authorised representatives.

#### **Price**

the amount payable by the Customer to the Supplier in respect of an Order.

#### **Sanctioned Person**

any individual, entity or body (i) specifically designated under Sanctions Laws, or (ii) owned or controlled by any individual, entity or body specifically designated or listed under Sanctions Laws, or (iii) acting for or on behalf of any individual, entity or body specifically designated or listed under Sanctions Laws.

#### **Sanctions Laws**

any law, regulation or wider measure applicable to either the Customer or the Supplier relating to the adoption, implementation and enforcement of economic sanctions, export controls and trade embargos.

#### **Special Obtains Goods**

means any Goods which are subject to tariff supply and pricing arrangements and are generally understood to be not readily available at main-line wholesalers or are otherwise difficult to source.

#### **Supplier**

the relevant member company of the Target Healthcare Group with which the Customer places its Order being one of:

- (i) Target Healthcare Limited, registered in Scotland (company number: SC431859);
- (ii) Quantum Pharmaceutical Limited, registered in England (company number: 05240304);
- (iii) Target Healthcare (Wholesale) Limited, registered in Scotland (company number: SC725145);
- (iv) Target Healthcare International Limited, registered in Scotland (company number: 06996700);
- (v) Target Healthcare (NI) Limited registered in Northern Ireland (company number: NI688104); and
- (vi) Pern Consumer Products Limited registered in England (company number: 06120064).

#### **The Target Healthcare Group**

the group of companies of which the parent company is Target Healthcare Group Limited, registered in Scotland (company number: SC723531).

#### **Unlicensed Customer**

a Customer which is not a Licensed Customer.

### 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** includes fax and 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 These Conditions shall apply to all Orders and an Order shall only be deemed to be accepted when the Supplier issues a written or oral acceptance of the Order, at which point and on which date the Contract shall come into existence. The Supplier reserves the right to reject Orders at any time prior to acceptance of an Order.

## 3. Delivery

3.1 The Supplier shall use reasonable endeavours to procure that:

3.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods, any special storage instructions and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

3.1.2 delivery of the Goods shall be made to the location set out in the Order or such other location as the parties may agree (the "**Delivery Location**"). Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

3.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

3.3 The Supplier shall not be liable for any delay or failure in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

3.5 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, 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 Contract in respect of the Goods:

3.5.1 delivery of the Goods shall be deemed to have been completed at 9:00am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

3.5.2 the Supplier shall store the Goods until actual delivery takes place, and will be entitled to charge the Customer for all related costs and expenses (including storage and insurance costs).

3.6 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.

3.7 Subject to clause 3.3, if the Supplier notifies the Customer that it is unable to fulfil an Order, either party may cancel such Order with immediate effect.

## 4. Quality and returns

4.1 The Supplier warrants that on delivery, the Goods shall:

4.1.1 conform in all material respects with their product description or their product specification contained in the Summary of Product Characteristics included with the Goods, as applicable;

4.1.2 be free from material defects in design, material and workmanship; and

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 The Supplier shall not be liable for the Goods' failure to comply with the warranties set out in clause 4.1 if:

4.2.1 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage of the Goods, regulations as to storage of the Goods or (if there are none) good trade practice regarding the same;

4.2.2 the defect arises as a result of the Supplier following any drawing, formula, design or specification supplied by the Customer;

4.2.3 the Customer alters or modifies such Goods (including their packaging) without the written consent of the Supplier;

4.2.4 the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or

4.2.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.3 Subject to the following conditions, the Customer may reject any Goods which do not comply with the warranties set out in clause 4.1:

4.3.1 the Customer must notify the Supplier, in the case of Aseptic Goods, in writing or, in the case of all other Goods, by telephone to the Supplier's Customer Service department by the next Business Day following delivery of the Goods that the Goods fail to comply with the warranties set out in clause 4.1;

4.3.2 the Supplier must be given a reasonable opportunity to examine such Goods;

4.3.3 the Customer (if asked to do so by the Supplier) must return the Goods to the Supplier's place of business, or such other place as the Supplier may specify:

(a) in the case of Aseptic Goods, within 3 Business Days of delivery, where delivery of the Goods was effected to mainland UK, and within 5 Business Days of delivery, in all other circumstances; and

(b) in all other cases, within 5 Business Days of delivery, where the Customer is an Unlicensed Customer, and within 14 Business Days of delivery, where the Customer is a Licensed Customer;

4.3.4 the Customer complies with all reasonable instructions of the Supplier in connection with the return of disposal of the defective Goods;

4.3.5 where the Supplier issues the Customer with a returns number, the Customer shall quote this number in all relevant correspondence and documentation;

then, if the Supplier accepts that the Customer is entitled to reject the Goods in question, the Supplier shall, at its option:

4.3.6 replace the defective Goods at no additional cost to the Customer; or

4.3.7 credit or refund to the Customer the price of the defective Goods and any delivery charges in respect of the defective Goods.

4.4 Notwithstanding the provisions of clause 4.3, the Supplier may, at its sole discretion, accept returns of Goods in circumstances other than those set out in clause 4.3, in which case:

4.4.1 the provisions of clauses 4.3.3 to 4.3.5 shall apply;

4.4.2 the Supplier may charge the Customer a 25% restocking charge in respect of the Goods returned;

4.4.3 the Customer shall be responsible for returning the Goods to be returned; and

4.4.4 such other terms as the Supplier may reasonably require shall apply.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by law, including those set out in sections 13 to 15 of the Sale of Goods Act 1979, are, to the fullest extent permitted by law, excluded from the Contract.

4.7 These Conditions shall apply to any replacement Goods supplied by the Supplier.

## 5. Product Recalls

The Customer agrees assist the Supplier in the event of a product recall relating to the Goods, including returning Goods to the Supplier (or such other party as the Supplier may specify) in accordance with the Supplier's instructions. The Supplier reserves the right to credit the Customer's account in respect of the returned Goods only when the Supplier has received a credit for the returned Goods from the relevant third-party supplier or manufacturer.

## 6. Title and risk

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

- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 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; and
- 6.2.2 the Customer resells those Goods, in which case title to those Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- 6.3.4 give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods.
- 6.4 Subject to clause 6.5, the Customer may resell or use Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Products before that time:
- 6.4.1 it does so as principal and not as the Supplier's agent; and
- 6.4.2 title to those Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, the Supplier may:
- 6.5.1 by notice in writing, terminate the Customer's right under Clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- 6.5.2 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.
- 7. Price and payment**
- 7.1 The price of the Goods shall be the price quoted on enquiry, or, if no price is quoted, the price set out in the Supplier's price delivery note in force as at the date of delivery or invoice.
- 7.2 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.
- 7.3 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery or, where an Order includes Special Obtains Goods, on or at any time after receipt of the Order.
- 7.4 The Supplier will provide the Customer with a monthly statement detailing all invoices issued during the previous month and the total amount payable by the Customer to the Supplier. The Customer shall pay each monthly statement submitted by the Supplier:
- 7.4.1 within 30 days of the date of the statement date or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- 7.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.
- 7.5 If the Customer disputes any invoice or statement:
- 7.5.1 the Customer shall notify the Supplier in writing within 14 days of the date of receipt of the invoice or statement, specifying the reasons for disputing the invoice or statement;
- 7.5.2 the Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice or statement;
- 7.5.3 the Customer shall pay to the Supplier all amounts not disputed by the Customer on the due date as set out in clause 7.4; and
- 7.5.4 the parties shall negotiate in good faith to attempt to resolve the dispute promptly.
- 7.6 Customers with an approved credit account may be granted a limited credit facility at the Supplier's sole discretion. The Supplier reserves the right to suspend or terminate this credit facility at any time, with or without prior notice, at its sole discretion. Upon suspension or termination of the credit facility, all amounts owed by the Customer to the Supplier shall become immediately due and payable. The Supplier may, at its sole discretion, reinstate the credit facility upon the Customer's request, subject to such terms and conditions as may be determined by the Supplier.
- 7.7 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods due to: (i) factors beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, regulatory or legislative changes, and increases in third-party labour, materials, and other manufacturing costs); (ii) any request by the Customer to change the delivery date(s), quantities, or types of Goods ordered; or (iii) any delay caused by the Customer's instructions or failure to provide the Supplier with adequate or accurate information or instructions.
- 7.8 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 9, 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 7.5 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%.
- 7.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier may set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer under the Contract or any other agreement between the Customer and the Supplier.
- 8. Limitation of liability**
- 8.1 Nothing in the Contract limits any liability which cannot legally be limited.
- 8.2 Subject to clause 8.1, the following types of loss are wholly excluded:
- 8.2.1 loss of profits;
- 8.2.2 loss of sales or business;
- 8.2.3 loss of agreements or contracts;
- 8.2.4 loss of anticipated savings;
- 8.2.5 loss of use or corruption of software, data or information;
- 8.2.6 loss of or damage to goodwill; and
- 8.2.7 indirect or consequential loss.
- 8.3 Subject to clauses 8.1 and 8.2, the Supplier's total liability to the Customer in respect of all losses arising under or in connection with the Contract, shall not exceed the net price invoiced for the Goods to which the breach relates.
- 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 4 weeks, the party not affected may terminate the Contract by giving 2 weeks' written notice to the affected party.
- 10. Termination**
- 10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 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 14 days of that party being notified in writing to do so;
- 10.1.2 an Insolvency Event occurs in relation to the Customer;
- 10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 10.1.4 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;
- 10.1.5 the Customer, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of

- managing their own affairs or becomes a patient under any mental health legislation.
- 10.1.6 the Customer breaches the provisions of clauses 11.1 (Licences and information) or 11.2 (Prevention of bribery and sanctions) or otherwise any Required License is suspended or revoked; or
- 10.1.7 the Customer breaches the terms of any exclusivity granted under the Contract.
- 10.2 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 10.1.2 to clause 10.1.8, 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 11. General**
- 11.1 Licences and information**
- 11.1.1 The Customer hereby represents and warrants that it possesses all necessary licenses, permissions, authorizations, consents, and permits that are required under the applicable laws and regulations for the lawful sale, marketing, and distribution of the Goods ("**Required Licenses**"), including, but not limited to, a valid and current registration with the General Pharmaceutical Council where applicable.
- 11.1.2 The Customer further undertakes to maintain the validity and enforceability of the Required Licenses throughout the term of the Contract. The Customer shall ensure that all Required Licenses are kept up to date and shall comply with all terms and conditions of such licenses.
- 11.1.3 The Customer shall promptly notify the Supplier in writing of any pending or threatened regulatory actions, inspections, changes to the Required Licenses, or any other matters known to the Customer that may materially affect the Customer's ability to fulfil its obligations under the Contract or the validity or enforceability of any Required Licenses. Such notification shall be delivered to the Supplier no later than five Business Days after the Customer becomes aware of such an event or circumstance.
- 11.1.4 The Supplier reserves the right to disclose details pertaining to the Customer and any Orders in response to any requests of regulatory bodies such as the Medicines and Healthcare products Regulatory Agency (MHRA), the National Health Service (NHS), or any other statutory or governmental authority with competent jurisdiction. The Supplier shall not be required to provide prior notice or obtain consent from the Customer for such disclosure.
- 11.1.5 The provisions of this clause 11.1 shall survive the expiration or termination of Contract.
- 11.2 Prevention of bribery and sanctions**
- 11.2.1 Each party shall comply with the provisions of the Bribery Act 2010 and shall take all measures necessary to ensure that its employees, consultants and contractors do not do anything on behalf of that party which would constitute a breach of the Bribery Act 2010 by that party.
- 11.2.2 Each party shall promptly report to the other party any incidents or allegations of bribery in connection with the Contract.
- 11.2.3 Each party acknowledges the existence of Sanctions Laws and shall ensure that it complies with all applicable Sanctions Laws to which either the Customer or the Supplier are subject, including those of any jurisdiction where either the Customer or the Supplier are located or incorporated.
- 11.2.4 Each party shall not take any action or refrain from taking any action which would, or would in the reasonable opinion of the party subject to Sanctions Laws, cause such party to breach such Sanctions Laws.
- 11.2.5 The Customer shall carry out appropriate due diligence with regards to any third party to whom the Goods are re-sold, re-supplied, re-exported, or re-transferred. The Customer shall ensure that it has no knowledge or reasonable cause to suspect that any activities related to the Goods will, either directly or indirectly, involve any Sanctioned Person or will otherwise be in breach of Sanctions Laws.
- 11.2.6 In the event of either party becoming a Sanctioned Person, the other party may terminate any Contract with immediate effect and without payment of compensation.
- 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.** The Contract constitutes the entire agreement between the parties. 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.** 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. 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 11.5 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:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am 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.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 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 Scots law.
- 11.11 Jurisdiction.** Each party irrevocably agrees that the Scottish courts 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.