

CONDITIONS FOR HIRE OF PRODUCTS TO CONSUMERS AND BUSINESSES

1 INTERPRETATION

In these conditions the following words have the following meanings:

"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Hire Goods and/or the sale of Products;

"Customer" means the person, firm, company or other organisation hiring Hire Goods;

"Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Hire Goods" means any machine, article, tool, and/or device together with any accessories specified in a Contract which are hired to the Customer;

"Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or (ii) the physical repossession or collection of Hire Goods by the Supplier;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Products" means the products sold to the Customer by the Supplier;

"Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

"Supplier" means **Four Jays Limited** and will include it's employees, servants, agents and/or duly authorised representatives;

"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods.

"Writing" includes facsimile, electronic transmissions and comparable means of communication.

2 BASIS OF CONTRACT

2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier's control.

2.2 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts or any applicable legislation, have no force or effect and if any provision is under the applicable law of the Contract unenforceable in whole or in part or shall have no force or effect the Contract shall be deemed not to include such provisions but this shall not effect the enforceability of the remainder of the Contract. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

3 PAYMENT

3.1 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. Where a Deposit is required for the Hire Goods it must be paid in advance of the Customer hiring the Hire Goods. The Supplier may also require an initial payment on account of the Rental in advance of the Customer hiring the Hire Goods. Hire charges will begin at the time stated in the Contract and will continue during the period of hire until we have given you a collection or off-hire number or the Hire Goods are returned to us in accordance with 6.2.

3.2 The Customer shall pay the Rental, charges for any Services, monies for any Products and/or any other sums payable under the contract to the Supplier at the time and in the manner agreed. Where we have granted monthly account facilities to you in writing, all invoices must be paid by the last day of the month following the month of invoice. Where no such facilities have been granted, payment will be with order, or where previously agreed, on delivery of the Hire Goods. The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT for which the Customer shall additionally be liable.

3.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

3.4 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/deed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the Bank of England base rate from time to time, or the Supplier's bank whichever is higher. This will be without prejudice to any other right or remedies we may have. You will also pay to us any charges which

we reasonably incur on the recovery from you of money or Equipment.

3.5 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.6 You will be liable to us for parking fines and penalties and any associated costs and expenses that we incur under the Contract by reason of the site or location of the Hire Goods, including but without limitation, where we are required to stop in a 'no parking zone'.

3.7 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or the credit limit is already exceeded.

3.8 The Supplier reserves the right to store the Customer's credit card details on its password protected customer account system and further reserves the right to use such details against future Rentals made by the Customer.

4 RISK, OWNERSHIP AND INSURANCE

4.1 Risk in the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

4.2 Risk in the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.

4.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer. Ownership of any Products remains with the Supplier until all monies payable to the Supplier by the Customer for the Products have been paid in full.

4.4 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending. However the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier.

4.5 The Supplier may require the Customer to insure the Hire Goods for such reasonable risks as the Supplier may specify and any proceeds of any such insurance shall be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

4.6 **Smoke Free Law** for the purpose of the smoke free legislation, you control and manage the Hire Goods under the Contract. You must comply with the smoke free legislation. You will indemnify us for any loss of damage caused to us by you failing to comply with the smoke free legislation.

5 DELIVERY, COLLECTION AND SERVICES

5.1 It is the responsibility of the Customer to collect the Hire Goods from the Supplier and return them to the Supplier at the end of the Hire Period. If the Supplier agrees to deliver or collect the Hire Goods to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services. Where we quote carriage charges, these include only for the time required to load or unload alongside our vehicle at the address you have specified. You will pay extra for any further time or attendance including any attempt by us to carry out your pre-arranged instructions for delivery or collection which is unsuccessful due to your acts or omissions. Your responsibility for the equipment begins when it is (i) collected by you or your agent or (ii) when it is delivered to the specified site, even if that delivery is prior to the intended date of use, provided that the date of delivery and specified site is agreed with you in advance and even if we are unable to obtain a receipt for the equipment at the time of delivery.

5.2 If the Supplier agrees to collect the Hire Goods from the Customer at the end of the Hire Period the Customer must give the Supplier reasonable notice which shall include at least three (3) working days notice from the end of the Hire Period. The Customer shall remain responsible and liable for any loss, damage or theft to the Hire Goods until the Hire Goods are collected by the Supplier unless the Supplier fails to collect the Hire Goods within 3 working days from the end of the Hire Period whereupon the Supplier shall be liable for any loss, damage or theft thereafter.

5.3 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.

5.4 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to utilities for the Supplier's employees, sub-contractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

5.5 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

6 CARE OF HIRE GOODS

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer;

6.1.2 notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;

6.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

6.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

6.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

6.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

6.1.9 not continue to use Hire Goods where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person;

6.1.10 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type and/or voltage is used and that, where appropriate, the Hire Goods are properly installed by a qualified and competent person.

6.1.11 ensure that any employees, agents or contractors that operate the Hire Goods are, if applicable, adequately and sufficiently qualified and trained to operate the Hire Goods in accordance with all current and applicable legislation.

6.1.12 Under no circumstances should electrical Hire Goods be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of Electricity at Work Regulations 1989 during the period of your responsibility for the Hire Goods.

6.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

6.3 It is your responsibility to ensure that contamination (including but without limitation, needles, sharps and other waste products) are removed from the Hire Goods before they are returned or collected by us. In the event that you fail to comply with this provision, you will continue to pay us the hire charges until such time as the contamination is removed and the Hire Goods returned to us in a clean state.

7 BREAKDOWN

7.1 Allowance may be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown and the Supplier is unable to repair or replace the Hire Goods within a reasonable time.

7.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

7.3 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.

7.4 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

7.5 You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

8 LOSS OR DAMAGE TO THE HIRE GOODS

8.1 If the Hire Goods are returned in damaged, unclean and/or defective state, except where due to fair wear and tear and/or an inherent fault in the Hire Goods, the Customer

- shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 8.3, until such repairs and/or cleaning have been completed.
- 8.2 The Customer will pay to the Supplier the new replacement cost for any Hire Goods and/or shall pay the Supplier for any loss or costs for any Hire Goods which are lost, stolen or damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under any policy of insurance in respect of the Hire Goods.
- 8.3 The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Supplier has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 8.2 above.
- 8.4 The Hire Goods must be properly supervised where the young, elderly or mentally or physically disabled (whether temporarily through drink or drugs or otherwise) are or are likely to use the Hire Goods and if you fail to abide by this term you will be responsible for making good any damage or loss to the Hire Goods and any third party's property which occurs as a result of this failure.
- 9 TERMINATION BY NOTICE**
- 9.1 If the Hire Period has a fixed duration, subject to the provisions of Section 10 neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party.
- 9.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party any agreed period of notice.
- 9.2.1 if no period of notice has been agreed or specified the Customer may terminate the Hire Period by the physical return of the Hire Goods to the Supplier.
- 9.2.2 if no period of notice has been agreed or specified either party shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to the other.
- 10 BASIS OF CHARGING (Event Hire Goods)**
- 10.1 On acceptance of the Company's quotation, if the event date is less than 8 weeks in advance, the total Rental will be payable immediately. If the date of the event is more than 8 weeks in advance, a deposit of 25% will be payable immediately and the balance not less than 14 days prior to the date of the event.
- 10.2 The total Rental does not include provision for any making good or repair or any damage to the site or equipment.
- 10.3 If payment is not paid when due, the Company retains the right to cancel the Contract and retain any deposit.
- 11 CANCELLATION (Event Hire Goods)**
- 11.1 In the event of the Customer cancelling the Contract EIGHT weeks or more prior to the commencement of the Hire Period, no penalty other than the forfeiture of the deposit of 25% will be incurred.
- 11.2 In the event of the Customer cancelling the Contract less than EIGHT but more than TWO weeks prior to the commencement of the Hire Period, 50% of the total Rental will be payable and any cross-hire charges incurred will be passed on, in total, to the Customer in the event of cancellation.
- 11.3 In the event of the Customer cancelling the contract Two weeks or less prior to the commencement of the Hire Period, the full total Rental will be payable.
- (Site Facilities Hire Goods)**
- 11.4 In the event of the Customer cancelling the Contract less than 48 hours but more than 24 hours prior to commencement of the Hire Period an administration charge of £10 + VAT will be applicable. Less than 24 hours notification will incur an administration charge of £25 + VAT. And any cross-hire charges incurred will be passed on, in total to the Customer, in the event of cancellation.
- 12 INSTALLATION (Event Hire Goods)**
- 12.1 The total Rental is based on the following assumptions about the site:
- The site is flat, level firm ground.
 - Motor Vehicles have access to the site
 - No drain, pipes, cables or other conducting media which might suffer damage occasioned by the erection, use and dismantling of the Equipment, are buried beneath the surface or otherwise concealed.
- 12.2 Prior to the Company erecting the Hire Goods, the Customer shall advise the Company where on site the Hire Goods are to be erected and if possible, to have a representative on site at the time of erection. In the absence of a representative of the Customer, the Company reserve the right to erect the Hire Goods in what it considers to be the most suitable location. The Company will provide its own staff for erection and dismantling of the Hire Goods.
- 12.3 The Company shall not be responsible for accidental damage to plants, garden equipment and underground media conducting services or any other property on the site.
- 12.4 The Company reserves the right to substitute the Hire Goods with the nearest available stock should the need arise.
- 12.5 Permits – The Customer is solely responsible for the obtaining of all necessary permits from any authorities who are, or may be, concerned and must make the appropriate applications.
- 12.6 The Customer will be responsible for the providing and installing of any connections to mains facilities where necessary.
- 13 LOSS AND DAMAGE (Event Hire Goods)**
- 13.1 The Customer is responsible from when the Hire Goods are supplied and erected until whichever is the or earlier of (a) the time when the Hire Goods are dismantled or (b) 72 hours after the Hire Period.
- 13.2 The Customer must not permit CREPE PAPER to come into contact with any marquee which is included in the Hire Goods as the dye will stain the fabric of the marquee.
- 14 DEFAULT**
- 14.1 If the Customer:-
- fails to make any payment to the Supplier when due without just cause;
 - breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - persistently breaches the terms of the Contract;
 - provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - pledges, charges or creates any form of security over any Hire Goods or proposes to compound with its creditors, creates a trust deed for its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress/diligence, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition/Petition for Sequestration presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - being a company, ceases or threatens to cease to carry on business, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver or in the Republic of Ireland an examiner appointed over all or any of its assets, any attachment order/arrestment is made against the Customer, any distress/diligence, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
 - appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
 - appears reasonably to the Supplier to be about to suffer any of the above events;
- then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 14.2 below.
- 14.2 If any of the events set out in clause 14.1 above occurs in relation to the Customer then:-
- except where the Customer is acting as a consumer the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods and/or Products owned by the Supplier may be and repossess any Hire Goods and/or Products;
 - the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
 - the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
 - all monies owed by the Customer to the Supplier shall immediately become due and payable.
- 14.3 Any repossession of the Hire Goods and/or Products shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Hire Goods and/or Products.
- 14.4 Upon termination of the Contract the Customer shall immediately:
- return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier; and
 - pay to the Supplier all arrears for Rentals, Charges for any Services, monies for any Products and/or any other sums payable under the Contract
- 15 LIMITATIONS OF LIABILITY**
- 15.1 *All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 15.2 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 15.3 Any defective Hire Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Hire Goods.
- 15.4 *The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Hire Goods and/or the Services have not been paid in full by the due date for payment.
- 15.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 15.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 15.7 *The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.
- 15.8 The Supplier shall have no Liability to the Customer for any of the following losses (whether direct or indirect):-
- *consequential losses (including loss of profits and/or damage to goodwill);
 - economic and/or other similar losses;
 - special damages and indirect losses; and/or
 - business interruption, loss of business, contracts and/or opportunity.
- 15.8.5 All times which we state or quote for delivery or collection are approximate. We will not be liable for any delays caused by any circumstances beyond our reasonable control.
- 15.9 *The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £1,000 (or Euro equivalent) whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 15.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- Liability for breach of contract;
 - Liability in tort/delict (including negligence); and
 - Liability for breach of statutory and/or common law duty;
- 15.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for fraud, death or personal injury due to the Supplier's negligence, nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.
- 16 GENERAL**
- 16.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5, 8.1, 8.2, 8.3 and Section 6 shall continue in full force and effect.
- 16.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
- 16.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
- 16.4 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.
- 16.5 *No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 16.6 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 16.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not apply to any finance company with whom the Supplier has an outstanding finance agreement relating to the Hire Goods. Such finance company shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier. This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.