

d&b solutions UK Ltd. (White Light, SFL, Production:AV, b+h, Congo Blue, elp) – Terms and Conditions of Business

- i. These are the Terms and Conditions of Business for d&b solutions UK Ltd. for the provision of Goods and Services. These Terms and Conditions of Business, together with the company's Formal Documentation form the Agreement to which the Parties agree to be bound. This Agreement shall last until the completion of the Project(s) between the Parties and, together with any appendices signed by all Parties, constitutes the Entire Agreement and understanding between them. It supersedes any and all previous Agreement(s) between the Parties.
- ii. The Parties acknowledge and agree that in entering into this Agreement they do not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement as a warranty.
- iii. The Customer's engagement of d&b solutions UK Ltd., as defined in Clauses 1.2 and 2.1 below, is deemed acceptance of these Terms and Conditions of Business and of this Agreement.

1. Definitions and Interpretation

In these Terms and Conditions:

- 1.1. 'Customer' means the person, firm, company, corporation, public authority, entity or body to whom the Goods and/or Services are hired, sold or otherwise provided.
- 1.2. 'Contract' means any formal contract and/or the Agreement formed by the communication of the Formal Documentation, for the hire or sale of any Goods and Services provided by the Supplier to the Customer and will incorporate any of the Supplier's Quotations, specifications, drawings and conditions referred to in it.
- 1.3. 'Dry Hire' refers to Goods that have been temporarily supplied to the Customer for use without the attendance, operation or control of the Supplier.
- 1.4. 'Engineered Hire' refers to the process of supplying, setting up and operating Goods and the provision of associated Services.
- 1.5. 'Goods' means the equipment and associated ancillaries, cases, bags or other containment, supplied for use, hire, sale or other specified benefit, and any part or component of them, any part consignment of them; as specified verbally, electronically or in writing by Quotation, Invoice or other appropriate notification.
- 1.6. 'Formal Documentation' means the Supplier's documented quotation or other formal Project specification which shall be accepted by the Customer either verbally or in writing; or the Supplier's formal tax Invoice, which may be issued before, at the time of or after the provision of Goods and Services for payment of such Goods and Services; or any formal company Statement or Proforma.
- 1.7. 'Service(s)' means any consultancy, design, production work, build, logistical operation, installation, preparation work, repair, maintenance work, or other professional service carried out by the Supplier; as specified verbally, electronically or in writing by Quotation, Invoice or other appropriate notification.
- 1.8. 'Supplier' means d&b solutions UK Ltd., acting under its own name or under the name of any of its trading brands which include (but are not limited to): "White Light", "SFL", "Production:AV", "b+h", "Congo Blue" and "elp", or any of its affiliates, subsidiaries, holding companies or assigns, or a Sub-Contractor appointed by it in line with the terms set out herein.
- 1.9. 'Party' or 'Parties' means the Customer or the Supplier or both Customer and Supplier together, as the context requires.
- 1.10. 'Trade Marks' means any trademark, howsoever represented which is owned by either party, whether registered or not and which is supplied by either party for use by the other or its subcontractors in any form.
- 1.11. 'Project' means the carrying out of any professional Services, the procurement, preparation, transportation, loading, unloading or other movement of Goods, pursuant to the hire, sale, rental or other provision of Goods and/or Services, or studio space, assembly/disassembly of event and Venue installations (whether permanent or temporary) at any location, as defined within the Formal Documentation.
- 1.12. 'Venue' means any whole or part of the premises which is Supplier-owned, hired, leased or otherwise-occupied for the purposes of conducting business which is made available to the Customer, or any other Customer-provided or public location, for the purpose of the Project, defined within the documentation covering the scope of works.
- 1.13. 'Specification(s)' means the Formal Documentation defining the scope of works, equipment and other services to be provided. This may include Quotations, Invoices, drawings, schematics, plans and other documentation relating to a Project.

2. General

- 2.1. Unless specified otherwise within the Formal Documentation, the engagement of the Supplier and commencement of this Contract together with the Agreement contained in these Terms and Conditions, shall come into force between the Customer and the Supplier once the order has been placed (verbally, in writing, or via the payment to the Supplier of any sum relating to the Project); where the Customer initiates instruction to carry out any form of design, consultancy, build or preparation; via the collection or delivery of Goods; or the initiation of any other Professional Service to be billed as part of the Contract; the Supplier having therefore accepted these Terms and Conditions and engaged the Supplier in the Contract. The Contract is not transferable.
- 2.2. Unless otherwise expressly agreed to in writing by authorised representatives of the Parties:
 - 2.2.1. These Terms & Conditions shall not be cancelled, varied, amended, superseded or replaced in part or in full.
 - 2.2.2. No partnership or joint venture of any kind shall be created via any aspect of the business carried out between the Parties.
 - 2.2.3. All Parties remain contractors independent of each other, none has the authority to bind another to any third party or act in any way as the representative of another.
 - 2.2.4. The headings and paragraph numbers of these Terms & Conditions are for convenience and clarity only, they do not form part of any contract and headings shall not affect their interpretation.

2.2.5. In the event of any inconsistency between any Formal Documentation and these Terms & Conditions, the latter shall prevail.

- 2.2.6. Any typographical, clerical or other error or omission in any sales literature, Price List, acceptance of offer, invoice, statement or other document issued by the Supplier may be corrected by the Supplier and any liability in respect of the Customer shall be adjusted accordingly without liability to the Supplier.
- 2.2.7. The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement.

3. Specification of Goods and Services

- 3.1. The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer and for providing to the Supplier all necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Services and/or supply the Goods in accordance with its terms.
- 3.2. The quantity, quality and description of and any specification for the Goods and/or Services, shall be those set out in the Customer's order (if accepted by the Supplier) or in the Formal Documentation supplied to the Customer by the Supplier.
- 3.3. The Customer accepts that it is reasonable for the Supplier to reserve the right to make changes in Specification of the Goods and/or Services which are:
 - 3.3.1. required to conform with any applicable safety or other statutory requirements;
 - 3.3.2. when provided to the Supplier's specification, do not materially affect quality or performance;
 - 3.3.3. subject to a manufacturer's policy of "continuous improvement".
- 3.4. The Supplier shall use all reasonable endeavours to complete the Works within estimated time frames but time shall not be of the essence in the performance of any services.
- 3.5. The Specification of Goods and Services shall be as defined in the Formal Documentation. No description, advice, recommendation, product detail or illustration contained in any other physical, emailed or online information, nor any representation, written or oral correspondence, shall form part of any contract, nor shall the supplier be held liable as a result of the use, in any form, of information not contained within the Formal Documentation.

4. Pricing and Payment

- 4.1. The price for the Goods and Services are as set out in the Formal Documentation and shall be subject to the addition of the appropriate VAT and/or other taxes that may become due in applicable legislation from time to time. The Supplier shall also include in its invoice, reasonable out-of-pocket expenses incurred in providing the Goods and Services.
- 4.2. The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant reasonably unforeseen increase in the costs of labour, materials or other costs to manufacture, and/or any change in delivery dates, quantities or specification that are requested by the Customer).
- 4.3. Invoiced amounts shall be due and payable as defined in the Formal Documentation. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require an invoice to be submitted against a formal Purchase Order for payment, the Customer shall be responsible for issuing the Purchase Order before the Goods and Services are supplied. Time shall be of the essence in respect of the payment of all sums due hereunder.
- 4.4. The Supplier reserves the right to withhold Goods or Services pending cleared payment of invoices that are overdue for settlement by the Customer irrespective of whether such overdue invoices are directly related to any imposed restriction.

5. Sale of Goods

- 5.1. The Supplier retains explicit title to all Goods specified in any sale, notwithstanding their loss or theft and any compensation payment from the Customer to the Supplier in respect thereof, until all payments in relation to the Project have been settled in full.
- 5.2. All risk in the Goods, regardless of title shall pass to the Customer upon delivery to the Customer.
- 5.3. Until such time as title to Goods passes to the Customer, the Customer shall hold the Goods as the Supplier's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties, properly stored, protected, insured and identified as the Supplier's property. The Customer shall not be entitled to pledge or in

- any way charge by way of security for any indebtedness any Goods to which the Supplier retains title. If the Customer does so in breach of this contract, all moneys owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) become immediately due and payable.
- 5.4. The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of goods.
 - 5.5. The Suppliers reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.
 - 5.6. If the Customer fails to take delivery of Goods, or fails to provide adequate instructions for delivery, the Seller may, without prejudice to any other right or remedy and at their sole discretion:
 - 5.6.1. Invoice for reasonable storage and insurance of the Goods until such time as delivery can be made; or
 - 5.6.2. Effect sale of the Goods at the current market value and, after deduction of its reasonable expenses incurred, reimburse any remainder or invoice any shortfall to the customer, as may be the case.
 - 5.7. The Customer agrees to inform the Supplier within 24 hours of any discrepancy or damage to received Goods and that after this time, the Supplier will not be liable for such discrepancy or damage.
 - 5.8. The Customer agrees that:
 - 5.8.1. all goods correctly supplied in accordance with its instructions should not be returned without the Supplier's written consent and that the Customer will supply detailed reasons for the return of the Goods;
 - 5.8.2. any return of Goods is entirely at the Supplier's discretion and, save as to any statutory rights the Customer may have, it is further agreed that the Customer has no automatic right to return the Goods;
 - 5.8.3. upon returning goods for whatever reason, the Customer will pay the Supplier's returned goods handling charge and that it is reasonable for the Supplier to make such a charge;
 - 5.8.4. the Customer's statutory rights shall not be affected by anything contained within this clause;
 - 5.8.5. Goods ordered to the Customer's specification (i.e. custom goods) are not refundable.
 - 5.8.6. any costs associated with import duty, customs inspections, local taxes, onward delivery or other additionally imposed charges shall be the sole responsibility of the Customer regardless of location.
- 6. Supplier's Rights and Obligations**
- 6.1. Until such time as title to Goods is passed to the Customer, the Supplier shall be entitled at any time to require the Customer to deliver to, or make available for collection (as may be required by the Supplier), any Goods to which the Supplier retains title. If the Customer fails to do so forthwith, the Supplier shall be entitled to enter the premises of the Customer for the sole purpose of removal and repossession of the Goods.
 - 6.2. The Supplier shall, upon payment of the required Deposit(s) (if any) and pursuant to these Terms & Conditions:
 - 6.2.1. Use its best endeavours to carry out, perform, supply, make available, design, as may be the case: Engineered Hire, dry hire, design services, installation services, consultancy, crewing services, equipment sale, equipment repair or maintenance, or such other services that are defined within the Official Documentation;
 - 6.2.2. Provide within reasonable and practical timescales, all safety, design, specification and compliance documentation that may be legally required, reasonably requested or which has been agreed to or specified within the Official Documentation;
 - 6.2.3. Immediately notify the Customer in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;
 - 6.2.4. Use its reasonable endeavours to ensure that the equipment supplied is operational and in the event that equipment and/or services become temporarily un-useable or unavailable (other than as a result of accident, damage, theft or vandalism), make available replacement equipment and/or services (not necessarily of the same type and age) as soon as is practicable.
 - 6.2.5. Use reasonable endeavours to ensure that all staff, contractors and freelancers within its jurisdiction are professional, competent, medically and mentally fit for the intended purpose; that they are properly trained, briefed and supervised as appropriate, and will ensure that any issues relating to personnel are controlled and resolved as quickly as reasonably practical.
- 7. Customer's obligations**
- The Customer acknowledges and agrees:
- 7.1. To immediately notify the Supplier in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;
 - 7.2. To furnish the supplier with all necessary information, to include, but not limited to, confidential information, that may be reasonably required for administration and/or safety of its employees, agents, sub-contractors, the public, venue staff or any other persons; and fulfilment of or obligations under this agreement. The Customer's agreement to the supply of such information shall not be unreasonably withheld;
 - 7.3. To pay all reasonably incurred charges in full together with VAT (or other applicable tax) as and when they become payable in accordance with Clause 4 above;
 - 7.4. To acquaint all applicable staff, any relevant persons and other parties, fully with all safety and operational information provided by the Supplier;
- 7.5. To ensure free and unrestricted access to the required premises, car parks, supply routes and locations in order to supply the Goods and carry out the Services that have been agreed;
 - 7.6. To pay, at the Supplier's sole discretion, a surcharge not exceeding 10% of the total event cost, per hour, or part thereof, for any event production overrun exceeding 30 minutes of the specified and/or scheduled finish time;
 - 7.7. That, during any period when the Venue is vacated by the Supplier as part of a planned delivery of Goods and Services, the Goods shall be on Dry-Hire to the Customer and the full provisions of Clause 10 shall apply;
 - 7.8. Not to, without the Supplier's express written consent, remove, deface or cover up the Supplier's plates, labels or marks on the Goods nor apply any mark or identification of its own indicating or implying that they are its property.
 - 7.9. That where no employee of the Supplier is in attendance during the loading, transporting or unloading of Goods, the Customer shall bear responsibility for costs and all associated risks. For the avoidance of doubt, any logistics operator, driver or other such agent appointed by the Supplier shall be under the control of the Customer when not on the Supplier's premises.
- 8. Warranties**
- 8.1. The Supplier warrants that, as of the date of project handover for a period equal to that of the respective Manufacturer's warranties, that new Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. The Supplier does not make any provision of warranty for used/second-hand/ex-demonstration Goods other than that detailed in the Formal Documentation relating to such a sale.
 - 8.2. The above warranty is given by the Seller subject to the following conditions:
 - 8.2.1. The Supplier shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
 - 8.2.2. The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Supplier's approval;
 - 8.2.3. Subject as expressly provided in these Conditions, and except where Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law;
 - 8.2.4. Notification of intention by the Customer to make any form of claim in relation to a defect in the quality or conditions of the Goods shall (whether or not handover is refused by the Customer) be made in writing to the Supplier within 7 days of handover or refusal, or (where the defect or failure was not apparent on reasonable inspection) within 7 days of discovery of the defect or failure. If handover is not refused, and the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure;
 - 8.2.5. The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices;
 - 8.2.6. Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.
- 9. Liability**
- 9.1. The limit of liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer for the Goods and Services to which the claim relates.
 - 9.2. In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
 - 9.3. Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
- 10. Dry Hire**
- 10.1. The Customer shall bear the responsibility of informing the Supplier immediately of any fault or need for repair during any Dry Hire, no liability resulting from any fault or disrepair shall be accepted due to a failure of such a condition to be brought to the attention of the Supplier.
 - 10.2. All liability in relation to damage, loss, theft or other risk to Goods on Dry Hire lies with the Customer from the moment that the Goods are under its control until the moment they are returned to and signed-for as under the control of the Supplier at their place of business during their normal business hours or other location specified in writing. The Customer shall maintain a policy of insurance with a reputable insurance company (and shall supply evidence of the same on request) covering all such risks at all times that the Goods are under its control and shall indemnify the Supplier accordingly.
 - 10.3. The Customer shall bear all risk in the use of Dry Hired Goods until their return to the control of the Supplier. The Customer shall take good and proper care of the Goods and ensure their use in a skilful manner by persons with the knowledge and experience to operate them. It is the Customer's responsibility to check that the Goods satisfy their requirements on receipt.
 - 10.4. Notwithstanding the provisions of this clause, in the event that the Supplier is found liable for any loss or damage suffered in respect of any faulty Goods, the Customer hereby agrees that the Supplier's liability shall be limited to the provisions of Clause 9.

- 10.5. Where Goods have been set up by the Supplier for use under control of the Customer, Goods shall be under Dry Hire conditions and all provisions of this Clause 10 shall apply.
- 11. Indemnity**
- 11.1. The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Formal Documentation infringes a patent, copyright or trade secret or other similar right of a third party.
- 11.2. If Goods are to be manufactured or any process is to be applied to them by the Supplier in accordance with a specification submitted by the Customer, the Customer shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim:
- 11.2.1. For infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, or
- 11.2.2. For negligence or under the Consumer Protection Act 1987 which results from the Supplier's use of the Customer's specification.
- 11.3. The Customer agrees to indemnify the Supplier in respect of all reasonable incidental or extra costs, to include but not limited to, any excess payable pursuant to any claim upon its insurance policy, theft or damage to equipment, or damage or liability to Third Parties arising from the performance or part performance of this Agreement.
- 12. Cancellation**
- 12.1. Following engagement of the Supplier, no order may be cancelled by the Customer except with the written agreement of the Supplier and on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier.
- 12.2. Where a period of Dry-hire of Goods is not fixed, either Party may terminate the hire by giving not less than 7 days' written notice to the other. Dry-hired Goods remain on hire and respective hire charges continue to apply until they are back under the signed-for control of the Supplier.
- 12.3. Should the Customer cancel any provision for Engineered Hire after having engaged the Supplier, then the amount of:
- 12.3.1. 20% of the full fee shall become due and payable (less any deposit already paid), immediately, pursuant to this Agreement;
- 12.3.2. within 14 days of the Project start date at the Venue, 50% of the full fee for the Project shall become due and payable (less any deposit already paid), immediately, pursuant to this Agreement;
- 12.3.3. within 7 days of the Project start date at the Venue, the full fee for the Project shall become due and payable, immediately, pursuant to this Agreement.
- 13. Termination**
- Either Party may terminate this Agreement forthwith by notice in writing to the other if:
- 13.1. The other Party commits a material breach of this agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other Party to do so;
- 13.2. The other Party commits a material breach of this agreement which cannot be remedied under any circumstances;
- 13.3. The other Party passes a resolution for or is subjected to a petition for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 13.4. The other Party ceases to carry on its business or substantially the whole of its business, and/or;
- 13.5. The other Party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 13.6. The other Party is associated with or formally accused of: a serious breach of security, safeguarding or Health & Safety law; fraudulent or illegal conduct; or other such conduct that in the Party's good faith determination, materially adversely affects the Party's good reputation or is likely to harm the Party's reputation by its continued association with the other Party.
- 14. Force Majeure**
- Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to any act of God, strike, lock out, accident, pandemic, war, fire, act or omission of government, highway authority or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services; and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.
- 15. Intellectual Property and Trademarks**
- 15.1. Unless agreed separately, in writing, signed and appended to this agreement, all Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.
- 15.2. The Customer shall retain ownership of all Intellectual Property Rights in its own Trade Marks.
- 15.3. The Customer grants the Supplier a non-exclusive, non-transferable, royalty-free licence for the Contract period to use any supplied Trade Marks or other applicable Intellectual Property in the creation of deliverables and performance of Services in accordance with this agreement until the end of the Contract period.
- 16. Consequential Loss**
- 16.1. Neither Party shall be liable for any consequential loss, including (but without limitation) any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Goods, or any part thereof or any breakdown or stoppage of the same. Nothing in this clause shall affect the statutory rights of a consumer as defined by the Unfair Contract Terms Act 1977.
- 17. Contracts (Rights of Third Parties Act 1999)**
- 17.1. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party. Both Parties hereby acknowledge and agree to contract out of the Contracts (Rights of Third Parties) Act 1999.
- 18. Waiver**
- 18.1. The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
- 18.2. All legal rights and remedies remain expressly reserved under all circumstances.
- 19. Severance**
- 19.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 20. Notices**
- 20.1. Any notice to be given by either party to the other may be served by email, personal service or by post to the last known address of the other party, and if sent by email shall unless the contrary is proven, be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.
- 21. Legal Jurisdiction**
- 21.1. This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.