



## BELL LIGHTING CONDITIONS OF SALE

### 1. Interpretation

#### 1.1 Definitions:

**Acknowledgement of Sale:** a document issued by Bell Lighting after the Customer places an Order, which when received by the Customer, constitutes completion of the Contract and which incorporates by reference these Conditions.

**Bell Lighting:** Bell Lighting is the trading name of British Electric Lamps Limited, whose registered company number is 00167205 and whose registered office and principal place of business is Bell House Foxbridge Way, Normanton Industrial Estate, Normanton, England, WF6 1TN.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Conditions:** the terms and conditions set out in this document as amended from time to time.

**Contract:** the contract between Bell Lighting and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from Bell Lighting.

**Delivery Location:** has the meaning given in clause 4.1.

**Force Majeure Event:** an event, circumstance or cause beyond a party's reasonable control.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** the Customer's order for the Goods as set out either in Bell Lighting's quotation or in the Customer's purchase order form.

**Specification:** any specification for the Goods, including any related plans and drawings, that are agreed in writing by the Customer and Bell Lighting or set out on Bell Lighting's technical specification.

**Warranty:** Bell Lighting’s guarantee that the Goods will comply with the Specification for the Warranty Period subject to the Warranty Conditions.

**Warranty Conditions:** the conditions relating to Goods as set out in a separate document entitled “Bell Lighting Warranty Conditions” on Bell Lighting’s website as at the date of completion of the Contract.

**Warranty Period:** on a Goods-by-Goods basis, the warranty period set out in the Warranty Conditions for the period set out for the relevant Goods on the Bell Lighting website at the date the Contract is completed.

## 1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) 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.
- (d) 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.
- (e) A reference to **writing** or **written** excludes fax but not email.

## 2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when Bell Lighting issues a written Acknowledgement of Sale, at which point and on which date the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

- 2.5 Any samples, drawings, descriptive matter or advertising produced by Bell Lighting and any descriptions or illustrations contained in Bell Lighting's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by Bell Lighting shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue.
- 2.7 Where the Customer places an Order for bespoke Goods, the Customer and Bell Lighting shall enter into the Special Order Conditions, which shall apply to the Order and, in the event of any conflict or inconsistency between the Special Order Conditions and these Conditions of Sale, the Special Conditions shall apply.

### **3. Goods**

- 3.1 The Goods are described in Bell Lighting's catalogue or on its website as amended from time to time and as modified by any applicable Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Bell Lighting against all liabilities, costs, expenses, damages and losses suffered or incurred by Bell Lighting in connection with any claim made against Bell Lighting for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Bell Lighting's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Bell Lighting reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Bell Lighting shall notify the Customer in any such event.

### **4. Delivery**

- 4.1 Bell Lighting shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Bell Lighting notifies the Customer that the Goods are ready.
- 4.1 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Bell Lighting shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Bell Lighting with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or where any delay in delivery or non-delivery is caused by a third party carrier in which case the Customer shall pursue its rights against the carrier.

- 4.2 All times or dates for delivery shall be calculated from the later of (1) the date of acceptance by Bell Lighting of the Order or (2) from the date of receipt by Bell Lighting from the Customer of all information, instructions and drawings as shall be necessary to enable Bell Lighting to carry out the Order.
- 4.3 The quantity of any consignment of the Goods as recorded by Bell Lighting on despatch from Bell Lighting's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 4.4 Bell Lighting does not accept any liability for lost or misplaced Goods once they have been delivered with a clear signature at a specified direct delivery address. Where Goods are lost or misplaced as a result of a default by Bell Lighting, Bell Lighting's total liability shall be limited to the replacement of the Goods from Bell Lighting's stock of Goods or, if not available from stock, the provision of a no worse equivalent item.
- 4.5 If the Customer fails to take or accept delivery of the Goods within three Business Days of Bell Lighting notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Bell Lighting's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Bell Lighting notified the Customer that the Goods were ready; and
  - (b) Bell Lighting shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten Business Days after the day on which Bell Lighting notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, Bell Lighting may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs charge the Customer for any shortfall below the price of the Goods.
- 4.7 Bell Lighting 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.

## **5. Quality and Design**

- 5.1 Bell Lighting may provide a Warranty for the Goods as stated on Bell Lighting's website at the completion of the Contract. In addition, Bell Lighting shall ensure that the Goods

conform in all material respects with applicable laws and regulations relating directly to lighting equipment.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to Bell Lighting during the Warranty Period that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Bell Lighting is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Bell Lighting) returns such Goods to Bell Lighting's place of business at the Customer's cost,

Bell Lighting shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. In no circumstances may Goods supplied against an Order be returned without the Customer having first applied for and obtained the written consent of Bell Lighting.

Goods with remote or integral emergency cannot be accepted for return under any circumstances.

Goods or Goods not defined as stock items, are ordered, and supplied on a strictly non-returnable basis.

5.3 Bell Lighting shall not be liable for the Goods' failure to comply with the Warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Bell Lighting's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of Bell Lighting following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Bell Lighting;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

- (g) any of the Warranty Exclusions apply as set out on the Bell Lighting Warranty Conditions.
- 5.4 Except as provided in this clause 5, Bell Lighting shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Bell Lighting.
- 5.7 In relation to all lighting design projects undertaken for a Customer by Bell Lighting, the following additional conditions shall apply:
  - (a) the Customer shall verify usage and target lux levels (specified on the Bell Lighting design results overview page), dimensions, heights and if all areas requiring lighting design are included;
  - (b) any assumptions made at the design stage must be verified prior to placing an Order and the Customer shall contact Bell Lighting if any alterations or additional details are required to those set out in the design document;
  - (c) emergency lighting is designed to BS5266 Part 1, EN 1838 and EN 50172. No allowance is made by Bell Lighting for any high risk areas or any additional specific points of emphasis or minimum 2 fittings in each area, which may require additional emergency lighting;
  - (d) risk assessments need to be undertaken by the Customer and if the assessments result in changes to the design, the Customer must notify Bell lighting and Bell Lighting shall amend the design document accordingly;
  - (e) emergency exit signs allowed assuming clear line of sight, with the appropriate viewing distances for the Goods. If this line of sight is obstructed and/or the viewing distances exceeded, then additional signage may be required;
  - (f) if all the lighting is LED based, then photoluminescent signs cannot be used, as they are not charged with LED lighting; and
  - (g) the design is concluded by Bell Lighting assuming no obstruction to lighting or light fittings other than specified on plans/information provided. Any additional luminaires for the above will be subject to an additional cost.
- 5.8 In relation to design projects undertaken by Bell Lighting that involve any exterior lighting, the following additional conditions shall apply:

- (a) full installation, vertical tilt and aiming angles or aiming coordinates guidance must be confirmed by the Customer with Bell Lighting's design department prior placing an Order;
- (b) engineer assessment of column capabilities shall be required by Bell Lighting to understand if it is possible to mount proposed floodlights on the installed columns. Suitable columns or any additional brackets are excluded from the projects and to be provided by third parties (unless otherwise specified by Bell Lighting); and
- (c) If Bell Lighting's design proposals are based on Google Maps, third party proposals, photographs or unscaled drawings, the results are indicative only and a full site survey by Bell Lighting will be required prior to placing an Order.

## **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 Bell Lighting receives payment in full (in cash or cleared funds) for the Goods and any other goods that Bell Lighting has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Bell Lighting's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify Bell Lighting immediately if it becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d); and
  - (e) give Bell Lighting such information as Bell Lighting may reasonably require from time to time relating to:
    - (i) the Goods; and
    - (ii) the ongoing financial position of the Customer.

- 6.4 Subject to clause 6.4, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) but not before Bell Lighting receives payment for the Goods. If the Customer resells the Goods before that time in breach of this Agreement:
- (a) it does so as principal and not as Bell Lighting's agent; and
  - (b) title to the Goods shall not pass from Bell Lighting to the Customer until the Customer has paid Bell Lighting in full for the Goods in cleared funds.
- 6.5 At any time before title to the Goods passes to the Customer, Bell Lighting may:
- (a) by notice in writing, terminate the Customer's right under clause 6.3 to resell the Goods or use them in the ordinary course of its business; and
  - (b) 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.
- 6.6 Bell Lighting owns all intellectual property right is the Specification.

## **7. Price and payment**

- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Bell Lighting's published on its website in force as at the date of completion of the Contract. Bell Lighting is not bound by the prices stated on its website. This is because by placing an order the Customer is making an offer on the website and that the Contract will be formed only if the Customer's order is accepted by Bell Lighting by way of an Acknowledgement of Sale at the price set out in the Acknowledgement of Sale. Further, if Bell Lighting takes payment from the Customer's credit card that does not indicate acceptance.
- 7.2 Bell Lighting 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 that is due to:
- (a) any factor beyond Bell Lighting's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give Bell Lighting adequate or accurate information or instructions.
- 7.3 The price of the Goods:



- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Bell Lighting at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer unless otherwise stated by Bell Lighting in any quotation, Order or Acknowledgement of Sale or otherwise in writing.

7.4 Bell Lighting may invoice the Customer for the Goods on or at any time after the Goods have been ordered by the Customer.

7.5 The Customer shall, unless agreed otherwise, pay each invoice submitted by Bell Lighting:

- (a) in full in accordance with the payment terms agreed when the customer account is opened; and
- (b) in full and in cleared funds to a bank account nominated in writing by Bell Lighting, and

time for payment shall be of the essence of the Contract.

7.6 Any Contract shall be subject to Bell Lighting being satisfied with the Customer's credit references and Bell Lighting may, having informed the Customer that the Goods are ready for despatch, refrain from delivering the Goods until the Customer pays the purchase money to Bell Lighting in cleared funds together with any outstanding amounts which may be due from the Customer to Bell Lighting.

7.7 If at any time, any sum due to Bell Lighting (excluding any validly disputed sum) has not been paid to Bell Lighting in accordance with this Agreement (and Bell Lighting has notified the Customer in writing of such failure to pay and the required payment remains unpaid within 5 days of such notice), or Bell Lighting reasonably forms the view that the Customer is or is likely to become unable to pay its debts when they fall due, or any of the circumstances set out in clause 9.1 (insolvency events) occur in relation to the Customer, or the Customer's credit risk or rating suffers an adverse change in the reasonable opinion of Bell Lighting, or Bell Lighting reasonably forms the view for any other reason that the Customer may have difficulty paying any amount likely to be due to Bell Lighting under this Agreement, then (in addition to all other rights and remedies available to it), Bell Lighting shall be entitled to:

- (a) require immediate payment of all sums due (including uninvoiced sums); and/or
- (b) shorten the payment terms as it sees fit (and, upon service of notice to this effect, clause 7.5 of this Agreement will be deemed automatically varied accordingly); and/or

- (c) to require that payments of some/all of the estimated charges are made in advance on account of the Goods to be provided.

- 7.8 If the Customer fails to make a payment due to Bell Lighting under the Contract by the due date, then, without limiting Bell Lighting'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 7.6 will accrue each day at 4% a year above HSBC's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. In addition, Bell Lighting shall be entitled to recover all direct expenses reasonably incurred in collecting or attempting to collect amounts of the price outstanding.
- 7.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.10 If the Customer fails to make any payment when due in accordance with these Conditions, Bell Lighting reserves the right to suspend all further deliveries until such payment has been made in full or, at Bell Lighting's option, to cancel the balance of the order.
- 7.11 For payments made via card there will be an additional surcharge of 2% for debit card and 4% for credit card transactions which will be added to the payment at point of processing.

## **8. Limitation of liability**

- 8.1 The limits and exclusions in this clause reflect the insurance cover Bell Lighting has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.3 Nothing in the Contract limits any liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability that legally cannot be limited.
- 8.4 Subject to clause 8.3, Bell Lighting's total liability to the Customer shall not exceed value of the Goods purchased which are the subject of any claim.

- 8.5 Subject to clause 8.3, the following types of loss are wholly excluded:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of, or damage to, customer or third-party property (as defined in Clause 8.6) save where and to the extent, it is not lawful to do so;
  - (d) loss of agreements or contracts;
  - (e) loss of anticipated savings;
  - (f) loss of use or corruption of software, data or information;
  - (g) loss of or damage to goodwill; and
  - (h) indirect or consequential loss.
- 8.6 To the extent that loss of, or damage to, Customer or third-party property cannot be excluded at law under Clause 8.5 (c), Bell Lighting's liability shall not exceed the value of the Goods purchased for any one default or series of connected defaults and property shall mean premises, equipment or other property (but excluding data) owned, controlled or occupied by the Customer.
- 8.7 This clause 8 shall survive termination of the Contract.

## **9. Termination**

- 9.1 Without limiting its other rights or remedies, Bell Lighting may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) 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 ten days of that party being notified in writing to do so;
  - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

- (d) 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.

- 9.2 Without limiting its other rights or remedies, Bell Lighting may suspend provision of the Goods under the Contract or any other contract between the Customer and Bell Lighting if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or Bell Lighting 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.
- 9.3 Bell Lighting 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.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to Bell Lighting all of Bell Lighting's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Bell Lighting shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 9.5 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.
- 9.6 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.

## **10. Force majeure**

Save in respect of payment obligations under the Contract, 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 20 Business Days, the party not affected may terminate the Contract by giving written notice to the affected party.

## **11. General**

### **11.1 Assignment and other dealings.**

- (a) Bell Lighting 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.

- (b) 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 Bell Lighting.

**11.2 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties.
- (b) 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.

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

**11.4 Waiver.**

- (a) 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.
- (b) 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.

**11.5 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 11.6 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.

**11.6 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) 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); or
  - (ii) sent by email to the stated contact email address posted on Bell Lighting's or the Customer's website.
- (b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) 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.

**11.7 Third party rights.**

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

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

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