



# CONDITIONS OF SALE

**Omni Pump International Limited t/a Edincare Pumps Standard Terms and Conditions Sale of Goods.**  
**The Buyer's attention is drawn in particular to the provisions of clause 12.**

## 1. Interpretation

### 1.1 Definitions:

In these Terms and Conditions the following expressions shall have the following meanings:

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

**Buyer:** the person or firm who purchases the Goods from Edincare.

**Conditions:** the Terms and Conditions set out in this document as amended from time to time in accordance with clause 17.3.

**Contract:** the contract between Edincare and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

**Edincare:** Omni Pump International Limited t/a Edincare Pumps (registered in England and Wales with company number 02812959 and having its registered office at 52 High Street, Pinner Middlesex, HA5 5PW.

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

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

**Order:** the Buyer's order for the Goods, as set out in either the Buyer's purchase order form, the telephone order placed by the Buyer, the Buyer's written acceptance of Edincare's quotation or such other form of order, as the case may be.

**Special Orders and Bespoke Items:** include items (a) not listed in Edincare's catalogue or other Edincare literature; or (b) products or goods where a tailored solution is required due to the non-standard functionality of the system (c) products manufactured specifically to Buyer requirements including but not limited to custom size tanks/chambers, non-stock pumps/control equipment, inlet size and positions.

### 1.2 Interpretation:

- (i) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (ii) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (iii) a reference to **writing or written** includes faxes and emails.

## 2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable specification or custom requirements that the Buyer has given to Edincare are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when Edincare issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.

2.6 Any samples, drawings or advertising produced by Edincare and any descriptions or illustrations contained in Edincare's literature including but not limited to 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.

2.7 All weights, measurements, dimensions, drawings, capacities, specifications and other particulars contained in Edincare's literature or other information or technical assistance given by Edincare is given in good faith and by way of general guidance only. No information supplied by Edincare constitutes a warranty or guarantee or recommendation as to the suitability of the Goods for any purpose whatsoever.

2.8 A quotation for the Goods given by Edincare shall not constitute an offer. A quotation shall only be valid for the period stated in that quotation or if no period is stated then for a period of 20 Business Days from its date of issue.

## 3. Goods

- 3.1 The Goods are described in Edincare's literature including but not limited to the respective product catalogue or brochure as modified by any applicable specification provided by the Buyer or any custom requirements of the Buyer.
- 3.2 Edincare reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or for the purposes of product development.
- 3.3 It is the responsibility of the Buyer to ensure that any specification or details provided by the Buyer for Special Orders or Bespoke Products is correct and to ensure any such Special Orders or Bespoke Products will be suitable for the Buyer's purposes.
- 3.4 The Buyer acknowledges in purchasing the Goods that the Buyer is relying on its own skill and judgement and has not relied for this purpose on the skill or judgment or any representations of Edincare. The Buyer acknowledges that the Goods are fit for the purpose for which they are intended to be used in reliance on the Buyer's own skill and judgment and the Buyer will indemnify Edincare against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Edincare in connection with any claim made against Edincare that the goods are not fit for purpose by any buyer or sub-customer of the Buyer.

## 4. Special Orders, Bespoke Products and Buyer Specifications

- 4.1 If Goods are supplied in accordance with the Buyer's specifications the Buyer shall be solely responsible for the accuracy and suitability of such specifications. If Edincare is making the Goods to specifications that the Buyer has supplied the Buyer shall be responsible for ensuring that any such specifications are correct.
- 4.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify Edincare against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Edincare in connection with any claim made against Edincare for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Edincare's use of any specification or product requirements or details provided by the Buyer. This Clause 4.2 shall survive termination of the Contract.

## 5. Compliance with Regulatory or other approvals for the use or installation of the Goods

The Buyer acknowledges that the use or installation of the Goods may require consent from a local authority or other regulatory body or a licence, permit or consent and it is the Buyer's sole responsibility to establish whether such consent, approval, licence, permission or certification is required and to obtain the same.

## 6. Delivery

- 6.1 Edincare shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
  - 6.2 Edincare shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Address**") at any time after Edincare notifies the Buyer that the Goods are ready.
  - 6.3 If the Buyer wishes to collect the Goods then collection can be arranged by contacting Edincare prior to despatch of the Goods and making arrangements for their collection by the Buyer.
  - 6.4 Delivery is completed on the arrival of the Goods at the Delivery Address. The Buyer is responsible for the unloading of the Goods at the Delivery Address.
  - 6.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
  - 6.6 If Edincare fails to deliver the Goods, its liability shall be limited to refunding the purchase price to the Buyer to the extent the Buyer has paid the purchase price to Edincare PROVIDED that Edincare shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide Edincare with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
  - 6.7 If the Buyer fails to take delivery of the Goods within three Business Days of Edincare notifying the Buyer that the Goods are ready, then:
    - (i) 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 Edincare notified the Buyer that the Goods were ready; and
    - (ii) Edincare shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
  - 6.8 If ten Business Days after the day on which Edincare notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, Edincare may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
  - 6.9 Edincare may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
  - 6.10 The Buyer shall inspect the Goods as soon as possible after delivery and shall inform Edincare within 24 hours of delivery of the Goods of any missing parts, defective components or faulty products.
- ## 7. Guarantee
- 7.1 Edincare warrants that on delivery, and for a period of 12 months from the date of invoice ("**guarantee period**"), the Goods shall:
    - (i) conform in all material respects with their description and any applicable specification provided by the Buyer which has been agreed by Edincare; and
    - (ii) be free from material defects in design, material and workmanship.



# CONDITIONS OF SALE

- 7.2 Subject to clause 7.3, if:
- (i) the Buyer gives notice in writing to Edincare during the guarantee period and within a reasonable time of discovery that some or all of the Goods do not comply with the guarantee set out in clause 7.1; and
  - (ii) Edincare is given a reasonable opportunity of examining such Goods; and
  - (iii) the Buyer (if asked to do so by Edincare) returns such Goods to Edincare's place of business at the Buyer's cost, Edincare shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3 Edincare shall not be liable to the Buyer whether pursuant to the guarantee or otherwise for the Goods' failure to comply with the guarantee set out in clause 7.1 or for any other liability relating to the Goods in any of the following events:
- (i) the Buyer makes any further use of such Goods after giving notice in accordance with clause 7.2;
  - (ii) the defect arises because the Buyer failed to follow Edincare's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (iii) the defect arises or is caused in whole or in part because of the Buyer's failure to service or inspect the Goods in accordance with Edincare's guidelines for servicing and inspection or (if there are none) the Buyer's failure to follow good trade practice.
  - (iv) the defect arises as a result of the Buyer failing to make repairs when identified and/or when advised by Edincare;
  - (v) the defect arises or is exacerbated due to the Buyer altering or repairing such Goods without the written consent of Edincare;
  - (vi) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (vii) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4 Except as provided in this clause 7 Edincare shall have no liability to the Buyer in respect of the Goods' failure to comply with the guarantee set out in clause 7.1.
- 7.5 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.
- 7.6 These Conditions shall apply to any repaired or replacement Goods supplied by Edincare.
- 8. Title and risk**
- 8.1 The risk in the Goods shall pass to the Buyer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Buyer until Edincare receives payment in full (in cash or cleared funds) for the Goods and any other goods that Edincare has supplied to the Buyer 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. Until such time as property in the Goods passes to the Buyer the Buyer shall hold the Goods as Edincare's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Edincare's property.
- 8.3 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy Edincare may have Edincare may at any time:
- (i) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
  - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 9. Price and payment**
- 9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price as set out in Edincare's published price list and any quotation then in force as at the date of delivery.
- 9.2 The price of the Goods:
- (i) excludes amounts in respect of value added tax (VAT), which the Buyer shall additionally be liable to pay to Edincare at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - (ii) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer and shall be payable by the Buyer in addition to the price.
- 9.3 Edincare may invoice the Buyer for the Goods on or at any time after Edincare accepts the Buyer's order.
- 9.4 Where Edincare has agreed to extend credit terms to the Buyer the Buyer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Where credit terms have not been extended to the Buyer payment shall be made by cleared funds at the time of placing the order. Payment shall be made to the bank account nominated in writing by Edincare. Time for payment is of the essence. Edincare reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- 9.5 If the Buyer fails to make any payment due to Edincare under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 9.6 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Edincare may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by Edincare to the Buyer.
- 9.7 If payment of the price is not made by the due date for payment then Edincare shall be entitled to:
- (i) require payment in advance of delivery in respect of any Goods not already delivered;
  - (ii) refuse to make delivery of any undelivered Goods whether order under the Contract or not and without incurring any liability whatsoever to the Buyer for non-delivery or any delay in delivery;
  - (iii) appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract) as Edincare may think fit;
  - (iv) terminate the Contract by giving notice in writing.
- 10. Returns**
- 10.1 This clause 10 applies to Goods which the Buyer wants to return and which are not defective or faulty.
- 10.2 No returns are accepted by Edincare save with its prior consent and all returns must be made strictly in accordance with Edincare's returns policy which is available on request from Edincare or at [www.edincare.com](http://www.edincare.com).
- 10.3 Returns are only accepted on Goods in perfect unopened condition and which are returned to Edincare within seven (7) days of the goods being delivered to the Buyer. Where the Buyer wishes to return Goods outside the period of seven (7) days following their delivery to the Buyer the Buyer must obtain consent in writing from Edincare to any such return which consent may be granted or declined in Edincare's sole discretion.
- 10.4 Any delivery or carriage costs on returns are the cost of the Buyer and any refund on a returns is subject to a deduction for a 30% restocking charge.
- 10.5 No Special Orders or Bespoke Items will be accepted for return.
- 11. Termination**
- 11.1 Without limiting its other rights or remedies, Edincare may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- (i) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
  - (ii) the Buyer 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), 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;
  - (iii) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (iv) the Buyer's financial position deteriorates to such an extent that in Edincare's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2 Without limiting its other rights or remedies, Edincare may suspend provision of the Goods under the Contract or any other contract between the Buyer and Edincare if the Buyer becomes subject to any of the events listed in clause 11.1(i) to clause 11.1(iv), or Edincare reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 11.3 Without limiting its other rights or remedies, Edincare may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Buyer shall immediately pay to Edincare all of Edincare's outstanding unpaid invoices and interest.
- 11.5 Termination of the Contract 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 this Contract that existed at or before the date of termination.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12. Limitation of liability**
- 12.1 Nothing in these Conditions shall limit or exclude Edincare's liability for:
- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (iv) defective products under the Consumer Protection Act 1987; or
  - (v) any matter in respect of which it would be unlawful for Edincare to exclude or restrict liability.
- 12.2 Subject to clause 12.1:
- (i) Edincare shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (ii) Edincare's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including



# CONDITIONS OF SALE

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of (1) the amount paid by the Buyer to Edincare pursuant to this Contract and (2) any amount recoverable under Edincare's insurance policies which provide cover for such liability in place from time to time (less any excess payable by Edincare under such policies).

## 13. Dealing as a consumer

- 13.1 Any terms in this Contract which seek:
- to exclude or limit the liability of Edincare for breach of the terms included in a contract by the Consumer Rights Act 2015; or
  - to restrict or exclude the right of a consumer to enforce any remedy provided by the Consumer Rights Act 2015; or
  - seek to exclude or limit any liability which cannot be so excluded or limited where the Buyer is a consumer; or
  - to restrict or exclude the right to cancel any provisions relating to the right to cancel or to enforce any of the provisions relating to the right to cancel in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply where the Buyer is a consumer.
- 13.2 Any provision in this Contract where delivery is stated to be made by delivery to a courier shall not apply to a Buyer who is a consumer.
- 13.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).**
- Where you are a consumer and you have purchased the Goods over the telephone, by mail order or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund.
  - This right does not apply where the Goods are Special Orders or Bespoke Items.
  - In order to change your mind within the 14 day period you will need to complete the cancellation form available on our website at [www.edincare.com](http://www.edincare.com) and return it to Edincare by post to Edincare, Unit 8 Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or by email to [info@edincare.com](mailto:info@edincare.com) or by hand. If you are unable to download the form from our website please contact us for assistance at [info@edincare.com](mailto:info@edincare.com).
  - Where you have exercised your right to change your mind you must return the Goods to Edincare at your cost within 14 days of notifying Edincare you wish to end the contract.

## 14. Where the Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two (2) months, the party not affected may terminate this Contract by giving five (5) Business Days written notice to the affected party.

## 15. Confidentiality

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party each as permitted by this clause 15.
- 15.2 For the purposes of this clause 15 confidential information shall include the contents of any quotation or pricing given to the Buyer by Edincare.

- 15.3 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, subcontractor or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractor or advisers to who it discloses the other party's confidential information comply with this clause 15;
  - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Contract.

## 16. How Edincare May Use Your Personal Information

- 16.1 Edincare will use the personal information you provide to us:
- to supply the products to you;
  - to process your payment for the products; and
  - if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 16.2 Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 16.3 Edincare will only give your personal information to third parties where the law either requires or allows us to do so.

## 17. General

### 17.1 Assignment and other dealings.

- Edincare may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- The Buyer may not assign, transfer, mortgage, charge, subcontract, 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 Edincare.

### 17.2 Entire agreement.

- This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 17.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Buyer acknowledges that this Contract will only apply to subsequent purchases made by the Buyer where this Contract still forms Edincare's then current Terms and Conditions of purchase. Where the Buyer has made a subsequent purchase from Edincare and has not been provided with Edincare's then current Terms and Conditions the Buyer agrees that it is the Buyer's responsibility to download the then current Terms and Conditions from [www.edincare.com](http://www.edincare.com) to ensure the Buyer has the current Terms and Conditions which shall apply to any such subsequent purchase.

- 17.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 17.6 Notices.

- Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or in the case of Edincare to Unit 8, Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.
- A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.6.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 17.7 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

- 17.8 **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.

- 17.9 **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 this Contract or its subject matter or formation.