

SCC WORLDWIDE – TERMS OF SALE (UK)

1 **DEFINITIONS**

“**Contract**” means the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Terms.

“**Customer**” means the person, company, firm or other legal entity placing an order to purchase Goods from the Company.

“**Company**” means SCC Worldwide, registered in England under company number 2122927, whose registered office is at Lythorne House, Swinnow Lane, Intercity Way, Stanningley, Leeds, LS13 4LX, UK.

“**Goods**” means all goods (or any part of them) which the Company agrees to supply to the Customer in accordance with an Order accepted by the Company in accordance with these Terms. References to Goods shall except as the context otherwise requires, include any ancillary training services which the Company also agrees to make available to the Company from time to time and as expressly stated in the Order Confirmation.

“**Intellectual Property Rights**” means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and in each case whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future, to which the relevant party is or may be entitled, and, in whichever part of the world existing.

“**Order**” the Customer’s order for the Goods as accepted (and where relevant, varied) by the Company in accordance with the Terms.

“**Order Confirmation**” the email or invoice by which the Company accepts the Customer’s Order in accordance with clause 2.6.

“**Price(s)**” the price payable by the Customer to the Company for the Goods, as determined in accordance with clause 3.

“**Terms**” means these terms and conditions of sale and purchase of the Goods set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company.

2 **ORDERS AND CONTRACT FORMATION**

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with these Terms, which shall govern the Contract to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Customer accepts that these Terms and any specific product requirements or delivery details (including any special terms and conditions) stated on its accepted Order, together with the Order Confirmation constitute the entire agreement and understanding between the parties and supersede any prior promise, representation, undertaking or understanding of any kind. No terms and conditions which are included or referenced in or by any Order are of any force or effect and shall be superseded by the terms and conditions of these Terms.

2.3 The Company’s brochures, photographs and other advertising literature are for illustrative purposes only and shall not form part of the Contract, nor have any contractual force. The Company may change, modify or improve its design of the Goods from time to time as part of its commitment to continuous improvement but shall not be obliged to do so.

2.4 No variation or amendment to these Terms shall be binding unless agreed in writing by an authorised representative of the Company.

2.5 The Customer’s Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order and any applicable specification and documentation are complete and accurate for its requirements.

2.6 A Contract between the Customer and the Company shall only come into existence when the Customer’s Order has been confirmed as accepted in writing by the Company which shall be on the sooner of the Company sending a confirmation by email or sending an invoice prior to despatch of the Goods (“**Order Confirmation**”). The Company may vary the details of an Order in its Order Confirmation and in the event of any inconsistency between an Order from the Customer and an Order Confirmation from the Company, the latter shall prevail. The Company is under no obligation to accept any Order placed by the Customer and may reject any Order at any time prior to acceptance for any reason.

- 2.7 Orders are accepted subject to the availability of the Goods.
- 2.8 No Order which has been accepted by the Company may be cancelled or amended by the Customer except with the agreement in writing of the Company or otherwise in accordance with these Terms, and such agreement shall only be given on the basis that the Customer shall indemnify the Company in full against any and all losses, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3 **PRICES**

- 3.1 Unless otherwise expressly agreed in writing by the Company, the Goods shall be sold and invoiced at the Company's current prices at the date of invoice ("**Prices**"). Catalogues, indicative price lists and other advertising material are provided for illustrative purposes only. Discounts are offered at the Company's discretion and must be agreed in writing at the time of the Order Confirmation, by the Company.
- 3.2 All stated Prices are ex works Lynthorne House, Swinnow Lane, Intercity Way, Stanningley, Leeds, LS13 4LX, United Kingdom unless expressly otherwise agreed on the Order Confirmation. Accordingly, unless otherwise agreed in writing, Prices do not include the costs of delivery from the Company's warehouse to any address whether within the UK mainland, Isle of Man, Northern Ireland, Eire, mainland Europe or the rest of the World. The Customer shall pay all such delivery costs in addition to the Price.
- 3.3 Except as otherwise agreed by the Company in writing in the Order confirmation, Prices exclude VAT and all other taxes, import and export duties which may apply anywhere in the World. The Customer shall pay all such taxes and duties in addition to the Price.
- 3.4 The Company reserves the right to revise Prices and any other charges to take into account increases in any costs of providing the Goods which occur between the date of Order Confirmation and delivery.

4 **DELIVERY AND SERVICES**

- 4.1 Subject to clause 3.2, the Goods shall be addressed to the delivery address stated on the Order unless the parties agree otherwise in writing.
- 4.2 The Customer assumes all cost, risk and insurance obligations from the time at which the Goods are made available for collection at the Company premises referred to in clause 3.2 except to the extent otherwise agreed by the Company in the Order Confirmation that it shall be responsible for delivery to a location other than that referred to in clause 3.2.
- 4.3 Dates and times quoted by the Company for delivery (if any) are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the Order or to claim damages. Time for delivery and performance by the Company shall not be of the essence.
- 4.4 The Customer shall notify the Company in writing of any claim for short delivery and/or damage to Goods within 7 days of receipt of the Goods. All deliveries are deemed completed in full if no notice is received within that period.
- 4.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may (notwithstanding the provisions of clause 6):
 - 4.5.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 4.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the Price paid by the Customer or charge the Customer for any shortfall below the Price.
- 4.6 The Company will charge a 25% (twenty-five percent) re-stocking fee for Goods wrongly ordered by the Customer and returned for credit. The return of any Goods by the Customer must be agreed by the Company in writing. All such Goods must be undamaged and returned in their original packaging. The Company reserves the right not to accept the return of Goods that have been especially ordered or altered for a Customer.
- 4.7 Where the Company provides ancillary services, the Customer must ensure that the premises at which any such ancillary services are to be performed, are safe and secure for all Company personnel attending those premises to deliver the services. The Customer shall also ensure that all facilities as the Company may reasonably require for such performance, are readily available and that the Customer and its personnel are available on time. The Company reserves the right to charge the Customer on a time and materials basis in the event that any delay is caused

or other costs incurred as a result of a breach by the Customer of any of its obligations in this clause 4.7.

5 PAYMENT

- 5.1 All invoices are payable within 30 days of the invoice date to the account which the Company may specify from time to time unless otherwise agreed in writing by the Company. Notwithstanding the foregoing, the Company reserves the right, to require the Customer to pay for Goods in advance of release of the Goods for delivery or performance of any services at its sole discretion or otherwise, at the Company's option, to require the Customer to provide security for payment (whether by letter of credit, guarantee or similar).
- 5.2 The Company may offer early payment discounts at its discretion, in which case, the same will be stated on the invoice.
- 5.3 Time is of the essence with regard to payment of any sums due to the Company.
- 5.4 The Customer shall not be entitled to withhold payment of any amount due to the Company in respect of any claim for damage to Goods or any alleged breach of contract by the Company nor shall the Customer be entitled to any right of set-off.
- 5.5 Subject to clause 5.9 and except as otherwise required by the Company, the Customer shall pay any costs, charges, expenses, taxes and other such sums (and any interest payable on those amounts), in the currency in which they are incurred.
- 5.6 If any sum payable by the Customer to the Company is subject to any deductions or withholding (whether by way of direct assessment, withholding at source or otherwise), the Customer shall pay to the Company such amount as shall ensure that the net receipt to the Company in respect of the payment is the same as it would have been, were the payment not subject to any deduction or withholding.
- 5.7 Without prejudice to the other rights of the Company, if the Customer fails to pay any amount on the due date for payment then without limiting any other rights and remedies which it may have whether under this Contract or otherwise:
 - 5.7.1 the Company shall have the right to cancel any contract made with the Customer and/or to suspend deliveries whether under this Contract or any other contract;
 - 5.7.2 the Company reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above the base rate of the Company's bank or the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable);
 - 5.7.3 the Customer shall indemnify the Company and keep it indemnified in respect of any and all costs, claims, damages, liabilities, fees and expenses (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
 - 5.7.4 the whole of the balance then outstanding to the Company by the Customer on any account whatsoever shall become immediately due and payable;and any or all of the remedies mentioned in sub-clauses 5.7.1 to 5.7.4 in any combination may be exercised by the Company as it shall determine.
- 5.8 The Company will accept payment by BACS or where it specifically agrees to do so, by debit or credit card. . The Company reserves the right to pass on any handling fees associated with such payment methods where legally permitted to do so.
- 5.9 Except where otherwise specified by the Company in an invoice, all Prices shall be stated, all invoices raised and all payments made, in pounds sterling (£).
- 5.10 The Company reserves the right to recover any costs or losses incurred due to a fluctuation or other change in currency exchange rates in the period between the Company accepting an Order and it receiving payment in full from the Customer.

6 RISK AND TITLE

- 6.1 Risk in the Goods shall pass to the Customer:
 - 6.1.1 in the case of Goods to be delivered at the Company's premises referred to in clause 3.2, at the time when the Company makes the Goods available for collection; or
 - 6.1.2 in the case of Goods to be delivered otherwise than at the Company's premises in accordance with clause 4.2, upon delivery of the Goods to that alternative agreed location, including:
 - 6.1.2.1 where neither the Customer nor any of its employees, agents, subcontractors or other representatives are present to accept the delivery; or
 - 6.1.2.2 in the case of the Customer wrongfully failing to take delivery of the Goods, at the time when the Company has attempted delivery of the Goods.

- 6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, title to the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the Goods and all other goods agreed to be sold by the Company (whether under this or any other contract) to the Customer or any member of the Customer's group of companies, for which payment is then due.
- 6.3 Until such time as title to the Goods passes to the Customer, the Customer shall:
- 6.3.1 hold the Goods as the Company's fiduciary agent and bailee;
 - 6.3.2 store the Goods separately from all other material in the Customer's possession, not mix the Goods and shall identify the Goods as the Company's property;
 - 6.3.3 take reasonable care of the Goods and properly store and protect the Goods;
 - 6.3.4 insure the Goods from the date of delivery (without prejudice to any other obligations of the Customer to insure the Goods at any time prior to delivery) (i) with a reputable insurer, (ii) against all risks, (iii) for an amount at least equal to the Price, (iv) noting the Company's interest on the policy;
 - 6.3.5 indemnify the Company against any loss suffered by the Company arising out of any failure to properly insure the Goods; and
 - 6.3.6 not remove or alter any mark on or packaging of the Goods.
- 6.4 Notwithstanding clause 6.3 the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 6.5 If the Customer resells the Goods in accordance with clause 6.4, title to the Goods shall pass to the Customer immediately prior to the resale.
- 6.6 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or of any third party where the Goods are stored, with or without vehicles, and repossess the Goods (or otherwise require its agent to do so).
- 6.7 Where the Goods are stored on the premises of a third party, the Customer shall procure the right for the Company to enter onto that third-party premises in accordance with clause 6.6.
- 6.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of any of the Goods which remain the property of the Company, but if the Customer does so all monies owing by the Customer to the Company (without prejudice to any other rights or remedy of the Company) forthwith become due and payable.

7 WARRANTIES AND LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 7.1 Subject to clause 7.2, the Company warrants that the Goods will correspond with their specification in all material respects at the time of delivery and will be free from material defects in materials and workmanship for the periods set forth in clause 7.2.
- 7.2 The Customer acknowledges that the Goods are made up of constituent parts being a sensor and in some cases, a third party manufactured camera and/or digital video recorder. The Company warrants that:
- 7.2.1 the sensor will be free from material defects in materials and workmanship for a period of 36 months from delivery;
 - 7.2.2 the camera and digital video recorder equipment (if any) will be free from material defects in materials and workmanship for a period of twelve months from delivery or such period for which the third party manufacturer of such elements warrants the same, whichever is the shorter PROVIDED THAT in any event, such warranty in this clause 7.2.2 shall only be provided if and to the extent that, a reciprocal warranty is made available by such third party manufacturer in which case the scope of the same and remedies in respect of the same, shall be limited to those made available by such third party.
- 7.3 The Company is not responsible for and gives no warranty in respect of any installation of the Goods. The Customer shall be entirely responsible for all installation of the Goods and shall ensure that such installation is undertaken by a competent and appropriate qualified engineer. Any guidance or information which may be provided by the Company in respect of installation of the Goods is provided on an "as is" basis without liability on the part of the Company.

- 7.4 The warranties in clause 7.1 and clause 7.2 are given by the Company subject to the following further conditions:
- 7.4.1 the Company shall be under no liability in respect of any defect or failure arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - 7.4.2 the Company shall be under no liability in respect of minor deviations from the specification;
 - 7.4.3 the Company shall be under no liability in respect of any defect in the Goods arising from any specification supplied by the Customer;
 - 7.4.4 the Company shall be under no liability under any warranty if the total Price for the Goods has not been paid by the due date for payment;
 - 7.4.5 the above warranties do not extend to parts or materials not manufactured by the Company but the Customer shall, wherever reasonably possible, be entitled to the benefit of any warranty or guarantee given by the manufacturer thereof to the Company.
- 7.5 The Company shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any data, materials or information provided by the Customer or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 7.6 Except as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except as provided in this section 7, the Goods and all installation instructions are provided on an "as is" and "as available" basis and the Company and its suppliers expressly disclaim all other warranties whether written or oral, express or implied, statutory, common law or otherwise including without limitation, the warranties of satisfactory quality and fitness for a particular purpose.
- 7.7 A claim based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days of discovery of the defect or failure and in any event, at all times within the warranty periods referred to in clause 7.2. If delivery is not refused, and the Customer does not notify the Company accordingly as set out in this clause 7.7, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract. The Company shall be afforded a reasonable period in which to inspect the alleged defect or non-conformity and no remedy shall be afforded the Customer in the event that for any reason, any such opportunity is denied.
- 7.8 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Terms, the Company shall, at its option and subject always to the provisions of clause 7.2.2 and clause 7.4.5, refund to the Customer the Price of the Goods and take the Goods back or replace or repair the Goods (or the part in question) free of charge, or refund a proportionate part of the Price. The Company shall then have no further liability to the Customer in respect of the defect or failure. The Company reserves the right to require from the Customer and the Customer shall supply, further information (including photographs where relevant) as reasonably required in order to investigate an alleged defect.
- 7.9 Nothing in these Terms shall limit or exclude the Company's liability for death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation, liability for defective products under the Consumer Protection Act 1987, or any other matter in respect of which it would be unlawful for the Company to exclude or restrict its liability.
- 7.10 Subject at all times to Clause 7.9, and whether or not the Company had been advised of the possibility of such a loss and whether or not such a loss was reasonably foreseeable, the Company shall under no circumstances whatsoever be liable to the Customer in contract, tort (including negligence), under any representation, warranty, condition, for breach of statutory duty, common law duty or otherwise, howsoever arising for any claim (including without limitation a claim pursuant to an indemnity), damage, loss, costs, expenses or liability in respect of any:
- 7.10.1 direct loss of profit including loss of profit on contracts;

- 7.10.2 indirect loss of profit including loss of profits on contracts;
- 7.10.3 direct loss of anticipated savings;
- 7.10.4 indirect loss of anticipated savings;
- 7.10.5 loss of use of money;
- 7.10.6 loss of business;
- 7.10.7 loss of opportunity;
- 7.10.8 loss of goodwill;
- 7.10.9 damage to vehicles or property as a result of any accident in which a vehicle incorporating the Goods or in connection with which the Goods are used, is involved (taking account in particular the requirements of clause 7.12);
- 7.10.10 loss of or damage to reputation;
- 7.10.11 loss of data; and/or
- 7.10.12 any indirect, incidental, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever;

and the parties hereto agree that the sub-clauses of this clause 7.10 shall be distinct and severable.

- 7.11 The Company's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise however arising, shall in no circumstances exceed a sum which is equal to 2.5 x (two and a half times) the Price of the Goods under the Contract and in any event, shall not exceed the sum of £500,000 (five hundred thousand pounds).
- 7.12 The Customer is notified that and shall be responsible for explaining to all users of vehicles in which the Goods are incorporated or in connection with which the Goods may be used, that the Goods cannot prevent road collisions or other vehicular accident and that the use of the same is dependent on drivers using reasonable skill, care and judgement. Accordingly, the Customer acknowledges that the Goods are intended as a parking and driving aid only and are not alone, capable of avoiding or minimising the risk of vehicular accident or damage.
- 7.13 The Customer shall pass to all users of the Goods (whether an end user or an installer of the same) all instruction manuals, safety information, disclaimers, brochures and other documentation and information in any form which accompanies the Goods.
- 7.14 The Customer has a duty to mitigate any damage or potential damage which may arise as a result of any defect in or incorrectly functioning Goods (irrespective of the reason for the same) and should, as soon as it becomes aware of any potential defect or incorrect function, report such matters to the installer of the Goods and take the vehicle in which the Goods are installed to the installer for further inspection without delay. The Customer shall notify all users of the Goods, of the requirement stated in this clause 7.14.

8 INTELLECTUAL PROPERTY AND ADVERTISING

- 8.1 The Intellectual Property Rights in the Goods and their specifications and in all advertising material supplied in relation to the Goods vests in and remains with the Company (or its third party licensors as the case may be). The Customer shall notify the Company immediately if it becomes aware of any copying or reproduction of the Goods or any related materials.
- 8.2 The Customer shall not use or reproduce photographs or images of the Goods without the Company's prior written consent and except in accordance with the Company's written instructions as to copyright notices or similar.
- 8.3 Subject to the provisions of clause 8.2, the Customer shall not advertise in any medium the Goods which it does not at any time have in stock or otherwise without the Company's prior written consent.
- 8.4 The Customer may not advertise or resell any of the Goods online unless it has been authorised to do so by the Company in writing and unless it complies at all times with the Company's policy relating to internet sales published from time to time.

9 INSOLVENCY OF THE CUSTOMER

In the event that (a) the Customer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or (c) the Customer ceases, or threatens to cease, to carry on business; or (d) the Customer is unable to pay its debts as they fall due; or (e) any other event which is analogous to any of the foregoing in any part of the world occurs; or (f) the

Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer; and notifies the Customer accordingly; then, without limiting any other right or remedy, the Company may cancel the Contract or any other contract or suspend any further deliveries under this Contract or any other contract without any liability to the Customer, and if the Goods have been delivered but not paid for, the Price shall become immediately due and payable.

10 GENERAL

- 10.1 Neither party shall export, directly or indirectly, any Goods or technical data acquired from the other party under this Contract (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 10.2 In performing its obligations under this Contract, the Customer shall comply with all applicable laws, statutes and regulations from time to time in force and the Customer will inform the Company as soon as it becomes aware of any changes in that legislation.
- 10.3 Without prejudice to any of the foregoing provisions of these Terms, the Company shall not be liable to the Customer or be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform any of its obligations if the delay or failure was due to any cause beyond its reasonable control. Such matters shall include without limitation, flood, fire, theft, act of God, war, lack of raw materials, Government act, supplier failure or any change in law or regulation.
- 10.4 If any provision, or any part thereof of these Terms is deemed to be illegal, void or unenforceable for any reason then such provision or part thereof shall be deemed to be severed from the remaining provisions or parts, which shall remain in full force and effect.
- 10.5 The parties are independent businesses and not principal and agent, partners, or employer and employee.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 10.7 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors and any member of its group of companies as though they were its own acts and/or omissions under this Contract.
- 10.8 No waiver by the Company of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the Contract.
- 10.9 No third party shall have any rights to enforce the Contract. Except as expressly provided elsewhere in this Contract, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. Any right which exists or is available apart from that Act is not affected.
- 10.10 Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order as accepted by the Company. They may be given, and will be deemed received:
 - 10.10.1 by Royal Mail (International) Signed: at 9:00am on the fourth Business Day after posting; and
 - 10.10.2 by hand: on delivery.
- 10.11 The Contract and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. All disputes arising under or in connection with the Contract shall be submitted to the exclusive jurisdiction of the English courts except with regard to matters of enforcement or to obtain temporary equitable/injunctive relief in respect of which the jurisdiction of the English courts shall be non-exclusive.