

Cooltemper Limited
Terms and Conditions of Sale

The customer's attention is drawn in particular to the provisions of clause 9.

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

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

Conditions means the terms and conditions set out in this document (as amended from time to time).

Contract means the agreement between Cooltemper and the Customer for the sale and purchase of the Goods incorporating these Conditions, the Quotation and the Order Acknowledgement.

Cooltemper means Cooltemper Limited, a company registered in England and Wales with company number 05308034 whose registered office is at PO BOX 111, Huddersfield, HD7 9AW.

Customer the person or firm who purchases the Goods from Cooltemper.

Customer Site the location at which the Goods are to be installed, and training services are to be provided.

Deposit the Customer's deposit payment for the Goods as calculated by reference to clause 8.4.

Designated User the Customer's personnel who are permitted to operate and/or maintain the Goods and who have completed training in such operation and maintenance from one of Cooltemper's training specialists.

Force Majeure Event means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) any restriction by Government or other competent authority (in any relevant jurisdiction), act of God, pandemic, fire, flood, explosion, accident, industrial disturbance, lightning, natural disaster; war, riot, strike, other industrial action; interruption or failure of supplies of power, fuel, transport (including border delays), raw materials, components, equipment or telecommunications service, breakdown of plant; delays in transport; and any other cause beyond its control, except any party's failure to pay shall not be an event of Force Majeure in any event.

Goods means the goods (including the Services and spare parts) to be supplied by Cooltemper to the Customer in accordance with these Conditions.

IPR 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 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.

Manufacturing Site the site (at 273 Fuling Road, Zhongli City, Taoyuan County 320, Taiwan) upon which the Goods are manufactured, and from which the Goods are to be collected by the Customer (unless otherwise agreed in writing).

Order Acknowledgement Cooltemper's written acceptance of the Customer's offer to purchase the Goods from Cooltemper in accordance with clause 2.5.

Quotation Cooltemper's quote for supplying the Goods.

Services the ancillary installation and training services to be provided by Cooltemper under the Contract.

Specification any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Cooltemper, including as set out in the Order Acknowledgement.

1.2 Unless the context otherwise requires:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense

of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** includes email.

2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract. They supersede any previously issued terms and conditions.

2.2 These Conditions apply to the Contract to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.3 Cooltemper'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.

2.4 The Customer's agreement (whether written or verbal) to a Quotation constitutes an offer by the Customer to purchase Goods (and ancillary services) from Cooltemper in accordance with these Conditions.

2.5 The Customer's offer shall be deemed to be accepted when Cooltemper issues an Order Acknowledgement to the Customer, at which point a Contract between the Customer and Cooltemper shall come into existence.

2.6 The Customer is responsible for ensuring that the terms of the Order Acknowledgement and any applicable Specification are complete and accurate for its requirements.

2.7 Cooltemper is under no obligation to accept any offer made by the Customer.

2.8 A quotation for the Goods given by Cooltemper shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue.

2.9 No Order which has been accepted by Cooltemper may be cancelled or amended by the Customer except with the agreement in writing of Cooltemper or otherwise in accordance with these Conditions, and such agreement shall only be given on the basis that the Customer shall indemnify Cooltemper in full against any and all losses, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Cooltemper as a result of cancellation.

3 Specification and Intellectual Property

3.1 To the extent that the Goods (or any part thereof) are to be manufactured in accordance with a particular specification supplied by the Customer, the Customer shall indemnify Cooltemper 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 Cooltemper in connection with any claim made against Cooltemper for actual or alleged infringement of a third party's IPR arising out of or in connection with Cooltemper's use of the Specification. This clause 3.1 shall survive termination of the Contract.

3.2 Cooltemper reserves the right to amend the Specification without notice to the Customer, and to modify the Goods at any time, if it deems it reasonably necessary, including if required:

3.2.1 by any applicable statutory or regulatory requirements;

3.2.2 to improve the quality of the Goods or output quality of the Goods;

3.2.3 to meet any particular Customer specification or requirement;

3.2.4 due to a necessary change in a component part or basic design; or

3.2.5 due to supply chain issues or availability of component parts.

3.3 The IPR in the Services, Goods, and their Specification vests in and remains with Cooltemper (or its third party licensors as the case may be).

4 Delivery

4.1 Unless otherwise specified in the Order Acknowledgement the Customer assumes all cost, risk and insurance obligations from the time at which the Goods are made available at the Manufacturing Site for collection by the Customer's delivery agent (including export clearance and the cost of onward transportation to the Customer Site).

4.2 Delivery is completed on the collection of the Goods from the Manufacturing Site.

4.3 Any dates and times quoted for the Goods being ready for collection from the Manufacturing Site are estimates only, and time is not of the essence in respect of such dates and times. Any delay in Cooltemper making the Goods available shall not give rise to a right to cancel the Contract or to claim damages.

- 4.4 Cooltemper shall not be liable for any delay in making the Goods available for collection that is caused by a Force Majeure Event or the Customer's failure to provide any instructions that are relevant to the supply of the Goods.
- 4.5 Any damage to, theft of the Goods, or non-delivery of the Goods by the Customer's delivery agent must be notified to Cooltemper in writing within 30 days of the date that the Goods were estimated to arrive at the Customer Site.
- 4.6 The Customer shall promptly inspect (or procure the prompt inspection of) the Goods prior to collection of the Goods from the Manufacturing Site and must report any damage to Cooltemper immediately.
- 5 Services**
- 5.1 Cooltemper shall supply services at the Customer Site to:
- 5.1.1 install the Goods following delivery of the Goods; and
- 5.1.2 provide initial training in the correct operation of the Goods to the Customer's Designated Users.
- 5.2 For the avoidance of doubt, only Designated Users should operate or maintain the Goods and no other Customer personnel. Cooltemper cannot be liable for any fault, defect or otherwise caused by the operation or maintenance of the Goods by any individual who is not a Designated User. If the Customer requires any additional training further to the training provided under clause 5.1, the Customer must request it directly with Cooltemper and the costs of such training shall be in addition to the Price.
- 5.3 Cooltemper shall use reasonable endeavours to meet any performance dates specified in the Order Acknowledgement, but any such dates shall be estimates only and time for performance by Cooltemper shall not be of the essence of the Contract.
- 5.4 Cooltemper warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.5 The Customer shall co-operate with Cooltemper in all matters relating to the Services and shall provide such assistance and information as Cooltemper may reasonably request.
- 5.6 The Customer must ensure that the Customer Site:
- 5.6.1 is ready and suitable for the installation of the Goods, and meets all of the environmental requirements (including temperature, humidity and utility supply requirements) as set out in the Order Acknowledgement or otherwise communicated to the Customer by Cooltemper;
- 5.6.2 is equipped with all facilities as Cooltemper may reasonably require for the installation or training performance;
- 5.6.3 is safe and secure for all Cooltemper personnel delivering the Services; and
- 5.6.4 complies with all applicable laws and regulations.
- 5.7 Cooltemper shall not be liable for any failure to carry out, or delay in carrying out the Services which is attributable to the Customer failing to meet the obligations set out in clause 5.1 or to any delay caused by the Customer, and 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 the Customer's breach of those obligations.
- 5.8 Unless otherwise agreed, the Customer is responsible for the reasonable accommodation, subsistence, and transport expenses incurred by Cooltemper's personnel providing the Services, which Cooltemper shall invoice for at such internals as it determines, at its sole discretion.
- 6 Warranty and Acceptance of Goods**
- 6.1 Subject to clause 6.2, Cooltemper warrants that at the time of delivery and for a period of 12 months thereafter, the Goods shall:
- 6.1.1 conform in all material respects with their description and Specification;
- 6.1.2 be free from material defects in construction and manufacture; and
- 6.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.2 Subject to clause 6.4, any claim based on any damage to or defect in the quality or condition of the Goods or their failure to correspond with their description shall be notified to Cooltemper within 14 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 period referred to in clause 6.1.
- 6.3 After notification under clause 6.2, the Customer shall afford Cooltemper reasonable opportunity to access the Customer Site to inspect or test the Goods, take photographs, and carry out any other investigations it deems necessary to assess the alleged defect, damage or failure.
- 6.4 The warranty in clause 6.1 is given by Cooltemper subject to the following further conditions:
- 6.4.1 Cooltemper shall be under no liability in respect of:
- 6.4.1.1 any defect or failure arising from fair wear and tear of the Goods, wilful damage, negligence, abnormal working conditions, failure to follow Cooltemper's instructions (given during training or otherwise, and whether oral or in writing) as to the use or maintenance of the Goods, misuse or alteration or repair of the Goods without Cooltemper's written approval;
- 6.4.1.2 minor deviations from the Specification including those made in accordance with clause 3.2;
- 6.4.1.3 any defect in the Goods arising from any Specification supplied by the Customer;
- 6.4.1.4 any defect arising after the operation or maintenance of the Goods by any Customer personnel who is not a Designated User;
- 6.4.1.5 any use of the Goods which is outside the scope of its Specification.
- 6.4.2 The warranty does not extend to parts or materials not manufactured by Cooltemper but the Customer shall, wherever reasonably possible, be entitled to the benefit of any warranty or guarantee given by the manufacturer thereof to Cooltemper.
- 6.4.3 The Customer must make no further use of such Goods after giving notice in accordance with clause 6.2.
- 6.5 Where a valid claim in respect of the Goods is notified to Cooltemper in accordance with these Conditions, Cooltemper shall, at its option, repair the Goods (or the part in question) free of charge or refund a proportionate part of the Price. Cooltemper shall then have no further liability to the Customer in respect of the defect or failure. Cooltemper reserves the right to require from the Customer reasonable access to the Customer Site for Cooltemper's personnel to carry out repairs to the Goods.
- 6.6 Except as provided in this clause 6, Cooltemper shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.7 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.
- 6.8 These Conditions shall apply to any repaired Goods supplied by Cooltemper.
- 7 Title and Risk**
- 7.1 The risk in the Goods shall pass to the Customer at the time when Cooltemper makes the Goods available for collection from its Manufacturing Site.
- 7.2 Title to the Goods shall pass when Cooltemper receives payment in full (in cash or cleared funds) for the Goods and any other goods that Cooltemper 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.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Cooltemper's property;
- 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 7.3.4 notify Cooltemper immediately if it becomes subject to any of the events listed in clause 10.1.3 to clause 10.1.5; and
- 7.3.5 give Cooltemper such information as Cooltemper may reasonably require from time to time relating to:
- 7.3.5.1 the Goods; and
- 7.3.5.2 the ongoing financial position of the Customer.
- 7.4 Until such time as the property in the Goods passes to the Customer, Cooltemper shall be entitled at any time to require the Customer to deliver up the Goods to Cooltemper and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored, with or without vehicles, and repossess the Goods (or otherwise require its agent to do so).
- 7.5 Where the Goods are stored on the premises of a third party, the Customer shall procure the right for Cooltemper to enter onto that third-party premises in accordance with clause 7.4.

- 7.6 Subject to clause 8, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Cooltemper receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 7.6.1 it does so as principal and not as Cooltemper's agent;
- 7.6.2 it shall account to Cooltemper for the proceeds of sale of the Goods; and
- 7.6.3 title to the Goods shall pass from Cooltemper to the Customer immediately before the time at which resale by the Customer occurs.
- 7.7 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 Cooltemper, but if the Customer does so all monies owing by the Customer to Cooltemper (without prejudice to any other rights or remedy of Cooltemper) forthwith become due and payable.
- 8 Price and Payment**
- 8.1 The price of the Goods (including the ancillary Services) shall be the price set out in the Order (**Price**).
- 8.2 The Price is ex works 273 Fuling Road, Zhongli City, Taoyuan County 320, Taiwan, unless expressly otherwise agreed in the Order Acknowledgement. Accordingly, unless otherwise agreed in writing, Prices do not include the costs of delivery from Cooltemper's Manufacturing Site to any address wherever located in the Word. The Customer shall be responsible for organising and paying all such delivery and transport costs.
- 8.3 The Price excludes all taxes, import and export duties which may apply anywhere in the World. The Customer shall pay all such taxes and duties at the prevailing rate in addition to the Price.
- 8.4 Following Cooltemper's issue of the Order Acknowledgement, Cooltemper shall invoice the Customer for the Deposit, which shall be such amount as is equivalent to:
- 8.4.1 20% of the Price; or
- 8.4.2 the percentage of the price of the Goods as stated in the Order Acknowledgement.
- 8.5 The Deposit shall not in any circumstances be refundable and Cooltemper shall be entitled to retain the Deposit in the event that the Customer seeks to cancel the Contract, fails to take possession of the Goods, or, fails to make any payment of the balance of the Price.
- 8.6 Cooltemper may invoice the Customer for the remaining balance of the Price of the Goods in accordance with the payment instalment dates detailed in the Order.
- 8.7 All invoices are payable within 30 days of the invoice date in full and in cleared funds to the bank account which Cooltemper may specify from time to time unless otherwise agreed in writing by Cooltemper.
- 8.8 Time for payment shall be of the essence of the Contract.
- 8.9 If the Customer fails to make a payment due to Cooltemper under the Contract by the due date, then, without limiting Cooltemper's remedies under clause 10.1 (**Termination**), 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 8.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.10 The Customer shall indemnify Cooltemper 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 any overdue amounts from the Customer.
- 8.11 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).
- 9 Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 9.1 Notwithstanding anything to the contrary in the Contract, Cooltemper's liability:
- 9.1.1 for death or personal injury caused by its negligence, or the negligence of Cooltemper's employees, agents or subcontractors (as applicable);
- 9.1.2 for fraud (including without limitation fraudulent misrepresentation); or
- 9.1.3 for any other matter in respect of which it would be unlawful for Cooltemper to exclude or restrict liability, shall not be excluded or limited (but nothing in this clause 9.1 confers any right or remedy upon the Customer to which it would not otherwise be entitled).
- 9.2 Subject at all times to clause 9.1, whether or not Cooltemper has been advised of the possibility of such a loss and whether or not such a loss was reasonably foreseeable, Cooltemper shall not be liable in contract, tort (including negligence), under any representation, warranty, condition, for breach of statutory duty, or otherwise howsoever arising for any claim (including without limitation a claim pursuant to an indemnity), damage, expenses, loss, costs or liability in respect of:
- 9.2.1 any direct loss of profit including loss of profit on contracts;
- 9.2.2 any direct loss of anticipated savings;
- 9.2.3 any indirect loss of profit including loss of profits on contracts;
- 9.2.4 indirect loss of anticipated savings;
- 9.2.5 loss of use of money;
- 9.2.6 loss of business or opportunity;
- 9.2.7 loss of productivity;
- 9.2.8 loss of goodwill or damage to reputation;
- 9.2.9 loss of data; and/or
- 9.2.10 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 9.2 shall be distinct and severable.
- 9.3 Cooltemper's total liability arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the Price of the Goods under the Contract.
- 9.4 The Customer is advised to insure against any risk not accepted by Cooltemper.
- 10 Termination**
- 10.1 Without limiting its other rights or remedies, Cooltemper may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 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 7 days of that party being notified in writing to do so;
- 10.1.2 the Customer fails to make any payment of the Price or part thereof on the due date for payment and fails to remedy such late payment within 14 days from the due date;
- 10.1.3 the Customer takes any step or action in connection with its entering administration, 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;
- 10.1.4 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business, or is deemed unable to pay its debts as they fall due; or
- 10.1.5 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.
- 10.2 Without limiting its other rights or remedies, Cooltemper may suspend provision of the Goods under the Contract or any other contract between the Customer and Cooltemper if the Customer becomes subject to any of the events listed in clause 10.1.3 to clause 10.1.5, or if Cooltemper 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.
- 10.3 Without limiting its other rights or remedies, Cooltemper 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.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to Cooltemper all of Cooltemper's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Cooltemper shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 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 or expiry of the Contract shall remain in full force and effect.

11 **Force Majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

12 **General**

- 12.1 Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions, the Order, the Order Acknowledgement or otherwise in the Contract.
- 12.2 In the event of a conflict, the Order Acknowledgement shall prevail over the terms of these Conditions.
- 12.3 The Customer shall not export, directly or indirectly, any Goods acquired from Cooltemper under this Contract 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.
- 12.4 If the Goods are purchased for resale, the Customer undertakes and agrees to bring these Conditions to the attention of the relevant purchaser.
- 12.5 Cooltemper 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.
- 12.6 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 Cooltemper.
- 12.7 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.
- 12.8 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

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

12.10 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.

12.11 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed severed from the remaining provisions or parts, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed severed under this clause 12.11 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.

12.12 Notices under the Contract will be in writing and sent to the address set out in the Order Acknowledgement, unless an alternative address is specified by either party for this purpose. Notice may be given, and will be deemed received:

12.12.1 by registered post: four Business Days after posting; or
12.12.2 by hand: on delivery.

12.13 Clause 12.12 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.

12.14 This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise. All rights which exist or are available apart from that Act are not affected.

12.15 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 the law of England and Wales. All disputes arising under or in connection with the Contract shall be submitted to the exclusive jurisdiction of the courts of England and Wales except with respect to matters of enforcement in which case the jurisdiction of the English courts shall be non-exclusive.