

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

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

Conditions the terms and conditions set out in this document as amended from time to time in accordance with clause 13.7

Contract the contract between Nymas and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer the person, firm or organisation who purchases the Goods from Nymas.

Force Majeure Event has the meaning given in clause 10.

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

Intellectual Property Rights: means patents, copyright, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, know-how and trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of Nymas' quotation, or overleaf, as the case may be.

Price List the price list given by Nymas to the Customer setting out the price of the Goods prior to an Order being received.

Specification any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and Nymas.

Nymas FA & JF Co Ltd (company number 08361741), **Amaryllis House Ltd** (company number 08364729) and **Nymack Ltd** (company number 08361501) whose registered offices are at Royce House, Royce Avenue, Billingham, TS23 4BX, a corporate partnership trading as Nymas.

1.2 **Construction.** In these Conditions, the following rules apply:

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

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) 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.

(d) 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.

(e) A reference to **writing** or **written** includes emails.

2. BASIS OF CONTRACT

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

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Nymas issues a written acceptance of the Order (**Written Acceptance**), or if there is no Written Acceptance when Nymas notifies that the Goods are ready for collection or Nymas delivers the Goods, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Nymas which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by Nymas and any descriptions or illustrations contained in Nymas' catalogues or brochures or on Nymas' websites are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 A quotation for the Goods given by Nymas shall not constitute an offer. A quotation shall only be valid for a period of 90 days from its date of issue or for such other longer period where Nymas agrees in writing.

3. GOODS

3.1 The Goods are described in Nymas' catalogue and other marketing materials as modified by any applicable Specification.

3.2 The Customer shall indemnify Nymas 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 Nymas in connection with any claim made against Nymas for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Nymas' use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Nymas reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.

3.4 It is the Customer's responsibility for ensuring that the Goods are fit for its intended purpose or the purpose of any other end user of the products for whom the Customer is acquiring them.

4. DELIVERY

4.1 Nymas shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any); and

(b) if Nymas requires the Customer to return any packaging materials to Nymas, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Nymas shall reasonably request. Returns of packaging materials shall be at Nymas' expense.

4.2 Nymas shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Nymas shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Nymas with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Nymas fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Nymas 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 Customer's failure to provide Nymas with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within three Business Days of Nymas attempting to deliver the Goods, then, except where such failure or delay is caused by a Force Majeure Event or Nymas' failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Nymas notified the Customer that the Goods were ready; and

(b) Nymas shall store the Goods until delivery takes place and shall charge the Customer for all related costs and expenses (including insurance).

4.7 If 10 Business Days after the day on which Nymas notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Nymas may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 The Customer shall not be entitled to reject the Goods if Nymas delivers up to and including 5% more or less than the quantity of Goods ordered.

4.9 Nymas may deliver the Goods by instalments. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. **QUALITY, WARRANTY AND RETURNS**

- 5.1 Nymas warrants that on delivery and, if a warranty period is specified for individual Goods on Nymas' Written Acceptance of the Order, for that specified period from delivery, the Goods shall:
- (a) conform in all material respects with the Specification;
 - (b) be free from material defects in design, material and workmanship.
- Nymas will require the Customer to follow relevant complaints procedures and supply details and photographic evidence when requested.
- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing to Nymas during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) Nymas is given a reasonable opportunity of examining such Goods;
 - (c) the Customer (if asked to do so by Nymas) returns such Goods to Nymas' place of business at the Customer's cost; and
 - (d) Nymas in its reasonable opinion having examined such Goods finds that the Goods do not comply with the warranty set out in clause 5.1, Nymas shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full and the cost of returning the Goods under clause 5.2(c).
- 5.3 Nymas shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow Nymas' 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;
 - (c) the defect arises as a result of Nymas following any drawing, design or Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of Nymas;
 - (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Goods differ from their description and/or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, Nymas shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Nymas for the remaining period of the original warranty.
- 5.7 Where the Customer has received the incorrect Goods, an incorrect quantity of the Goods, Goods to an incorrect Delivery Location, or damaged Goods, the Customer shall notify Nymas within 10 working days of receipt.
- 5.8 In its absolute discretion, Nymas may agree that the Customer may return Goods that are not faulty. Such agreement will not extend to bespoke or non-standard stock Goods, Goods that are ordered to the Customer's specification and any Goods that are "Fitzroy of London" branded. Any refund given by Nymas to the Customer under this Clause 5.8 shall be subject to a 25% re-stocking fee payable by the Customer.

6. **TITLE AND RISK**

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) Nymas receiving payment in full (in cash or cleared funds) for:
 - i) such Goods; and
 - ii) all other sums which are or which become due to Nymas from the Customer for Sales of Goods or on any account; and
 - (b) the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold such Goods on a fiduciary basis as Nymas' bailee;
 - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Nymas' property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (e) notify Nymas immediately if it becomes subject to any of the events listed in clause 8.2; and
 - (f) give Nymas such information relating to the Goods as Nymas may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Nymas receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as Nymas' agent; and
 - (b) title to the Goods shall pass from Nymas to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, then, without limiting any other right or remedy Nymas may have:
- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) Nymas may at any time:
 - i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. **PRICE AND PAYMENT**

- 7.1 The price of the Goods shall be the price set out in the Written Acceptance, or if there is no Written Acceptance, the price set out in the Price List, or if there is no Price List, the price set out in the Order, or, if no price is quoted, the price set out in Nymas' published price list in force as at the date of delivery.
- 7.2 Nymas may, by giving no less than two weeks' notice in writing to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond Nymas' control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s);
 - (c) quantities or types of Goods ordered, or the Specification; or
 - (d) any delay caused by any instructions of the Customer or failure of the Customer to give Nymas adequate or accurate information or instructions.
- 7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which may be invoiced to the Customer.
- 7.4 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer shall, on receipt of a valid VAT invoice from Nymas, pay to Nymas such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 7.5 Nymas may invoice the Customer for the Goods on or before delivery.
- 7.6 Unless otherwise agreed in writing by Nymas, payment for the Goods must be made in advance of delivery to the bank account nominated in writing by Nymas. Time of payment is of the essence.
- 7.7 If the Customer fails to make any payment due to Nymas under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclay 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 Customer shall pay the interest together with the overdue amount.
- 7.8 The Customer 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). Nymas may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Nymas to the Customer.
8. **TERMINATION AND SUSPENSION**
- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2, Nymas may terminate the Contract with immediate effect by giving written notice to the Customer.
- 8.2 For the purposes of clause 8.1, the relevant events are:
- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - (e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - (f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - (g) (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - (h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(f) (inclusive);
 - (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - (k) the Customer's financial position deteriorates to such an extent that in Nymas' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 8.3 Without limiting its other rights or remedies, Nymas may suspend provision of the Goods under the Contract or any other contract between the Customer and Nymas if the Customer becomes subject to any of the events listed in clause 8.2(a) to clause 8.2(l), or Nymas 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.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to Nymas all of Nymas' outstanding unpaid invoices and interest.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 8.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
9. **LIMITATION OF LIABILITY**
- 9.1 Nothing in these Conditions shall limit or exclude Nymas' liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987.
- 9.2 Subject to clause 9.1:
- (a) Nymas shall under no circumstances whatever be liable to the Customer, 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
 - (b) Nymas' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods or £50,000 whichever is the lower sum.
10. **FORCE MAJEURE**
- Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
11. **INTELLECTUAL PROPERTY RIGHTS**
- 11.1 The Intellectual Property Rights in any materials, Software and/or equipment, in whatever form, existing prior to the entering into of a Contract, or developed solely by one party entirely independently and unrelated to the Contract, shall be owned by the developing party.
- 11.2 The Intellectual Property Rights in any materials, software and/or equipment, including drawings, designs, specifications or data, developed or produced by Nymas in pursuance of a Contract shall remain vested in Nymas unless specifically agreed otherwise in writing by Nymas prior to entering into the Contract.
12. **CONFIDENTIALITY**
- 12.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 12.2
- 12.2 A party may:
- (a) disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 12 as if it were a party;
 - (b) disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

- (c) use Confidential Information only to perform any obligations under this Agreement.
- 12.3 Each party recognises that any breach or threatened breach of this clause 12 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 12.4 This clause 12 shall bind the parties following termination of this Agreement.
13. **GENERAL**
- 13.1 **Assignment and other dealings.**
- (a) Nymas 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.
- (b) The Customer 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 Nymas.
- 13.2 **Notices.**
- (a) 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 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 e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); 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 e-mail upon receipt of a valid transmission notification from the relevant e-mail address.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.3 **Severance.**
- (a) 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.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.
- 13.5 **Data Protection.** In this clause 13.5 the terms "Controller", "Data Subject", "Personal Data," "Processing" and "Processor" shall have the meanings given to them in UK Data Protection Laws and "Process" and "Processed" shall be construed accordingly. Nymas and the Customer shall each process personal data in order to perform their respective obligations under this Contract ("the Common Data"). The parties acknowledge that the factual arrangement between them dictates the role of each party in respect of data protection laws but, in most instances, Nymas and the Customer shall each be a Controller of the Common Data in common with the other. In respect of the Common Data, Nymas and the Customer shall each comply with their respective obligations under all relevant data protection laws, use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the data protection laws and ensure that all fair processing notices (where applicable) have been given and/or applicable consents obtained and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights and to fulfil its obligations under the Contract in accordance with data protection laws.
- 13.6 **Third party rights.** Save in respect of any assignees pursuant to clause 13.1(a) a person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Nymas.
- 13.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).