

**MEECH STATIC ELIMINATORS LIMITED**  
**TERMS AND CONDITIONS OF TRADE**  
**WITH EFFECT FROM 1st MARCH 2022**

The Customer's attention is particularly drawn to the provisions of clause 5 (Dangerous substances and explosive atmospheres) and clause 13 (Limitation of liability).

**1. Interpretation The following definitions and rules of interpretation apply in these Conditions.**

**1.1 Definitions:**

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

**Certified Equipment:** any product certified for use in explosive atmospheres under ATEX Directive 2014/34/EU and/or Dangerous Substances and Explosive Atmospheres Regulations 2002 (SI 2002/2776).

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.8.

**Contract:** the contract between Meech and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods and/or Services from Meech.

**Deliverables:** the deliverables produced by Meech for the Customer as set out in the Order.

**Delivery Location:** has the meaning given in clause 4.2 or clause 4.3 as applicable.

**Force Majeure Event:** has the meaning given to it in clause 16.

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

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Meech.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including 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.

**Meech:** Meech Static Eliminators Limited registered in England and Wales with company number 01525004.

**Meech Materials:** has the meaning given in clause 9.1(h).

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, the Customer's email setting out its requirements or the Customer's written acceptance of Meech's quotation.

**Services:** the services, including the Deliverables, supplied by Meech to the Customer as set out in the Service Specification.

**Service Specification:** the description or specification for the Services provided in writing by Meech to the Customer.

## 1.2 Interpretation:

- (a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (b) 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.
- (c) A reference to **writing** or **written** includes fax and email.

## 2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Meech issues written acceptance of the Order, at which point, and on which date, the Contract shall come into existence.

2.3 Any samples, drawings, descriptive matter or advertising issued by Meech and any descriptions of the Goods or illustrations or descriptions of the Services contained on Meech's website at [www.meech.com](http://www.meech.com), in brochures or in product data sheets, other than the product descriptions in the respective product manuals at <https://meech.com/downloads/literature/operating-manuals/>, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.

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

2.5 Any quotation given by Meech shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### 3. Goods

3.1 The Goods are described in Meech's product manuals at <https://meech.com/downloads/literature/operating-manuals/> as modified by any applicable Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify Meech 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Meech arising out of or in connection with any claim made against Meech for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Meech's use of the Goods Specification. This clause 3.2 shall survive expiry or termination of the Contract.

3.3 Meech reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and Meech shall notify the Customer in any such event.

### 4. Delivery of Goods

4.1 Meech shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the shipment, the shipment number, the job number, any purchase order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 Meech shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Meech notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed on the completion of delivery of the Goods by Meech at the Delivery Location ready for unloading by the Customer.

4.3 However, if the Order specifies that the Customer shall collect the Goods, the Customer shall collect the Goods from Meech's premises at 2 Tungsten Park, Downs Road, Witney OX29 7NZ or such other location as may be agreed with the Customer before delivery (**Delivery Location**) within three Business Days of Meech notifying the Customer that the Goods are ready. Delivery

of the Goods shall be completed on the Seller making the Goods available to the Customer at the Delivery Location.

- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Meech 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 Meech with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Meech 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. Meech 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 Meech with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to take or accept (as the case may be) delivery of the Goods within three Business Days of Meech notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Meech's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Meech notified the Customer that the Goods were ready; and
  - (b) Meech shall store the Goods until delivery takes place, and shall be entitled to charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which Meech notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted (as the case may be) actual delivery of them, Meech may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.8 Meech may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. Dangerous Substances and Explosive Atmospheres THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

5.1 Only a limited number of Meech products are Certified Equipment.

5.2 It is the sole responsibility of the Customer to:

- (a) determine whether the Customer requires Certified Equipment;
- (b) select the correct Certified Equipment for the Customer requirements;
- (c) ensure that it uses only Certified Equipment in zones where Certified Equipment is required.

5.3 Meech provides no advice in relation to Certified Equipment.

## 6. Quality of Goods

Meech provides the warranty set out at <https://meech.com/download/warranty/>. The Customer is reminded of the importance of following the procedures set out in the warranty.

## 7. Title and risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) Meech receives payment in full (in cleared funds) for the Goods and any other goods that Meech has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Meech's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them fully insured against all risks for their full price on Meech's behalf from the date of delivery;
- (d) notify Meech immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(e); and
- (e) give Meech such information as Meech may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Meech receives full payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as Meech's agent; and
- (b) title to the Goods shall pass from Meech to the Customer immediately before the time at which resale by the Customer occurs.

7.5 At any time before title to the Goods passes to the Customer, Meech may:

- (a) by notice in writing, terminate the Customer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, Meech shall be permitted enter any premises of the Customer or of any third party storing the Goods on behalf of the Customer in order to recover them.

## **8. Supply of Services**

8.1 Meech shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

8.2 Meech shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 Meech reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Meech shall notify the Customer in any such event.

8.4 Meech warrants to the Customer that the Services will be provided using reasonable care and skill.

## **9. Customer's obligations**

9.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
- (b) co-operate with Meech in all matters relating to the Services;
- (c) provide Meech, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Meech to provide the Services;

- (d) provide Meech with such information and materials as Meech may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services, where applicable;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws;
- (h) keep all materials, equipment, documents and other property of Meech (**Meech Materials**) at the Customer's premises in safe custody at its own risk, maintain Meech Materials in good condition until returned to Meech, and not dispose of or use Meech Materials other than in accordance with Meech's written instructions or authorisation; and
- (i) comply with any additional obligations as set out in the Service Specification and the Goods Specification.

9.2 If Meech's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Meech shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Meech's performance of any of its obligations;
- (b) Meech shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Meech's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- (c) the Customer shall reimburse Meech on written demand for any costs or losses sustained or incurred by Meech arising directly or indirectly from the Customer Default.

## 10. Charges and payment

10.1 The price for Goods:

- (a) shall be the price set out in the Order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

- 10.2 The charges for Services shall be calculated on a time and materials basis:
- (a) the charges shall be calculated in accordance with Meech's Engineer On-Site and Travel Time Charges as updated from time to time; and
  - (b) Meech shall be entitled to charge the Customer, in accordance with Meech's Engineer On-Site and Travel Time Charges as updated from time to time, for any expenses reasonably incurred by the individuals whom Meech engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Meech for the performance of the Services, and for the cost of any materials.
- 10.3 Meech reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Meech that is due to:
- (a) any factor beyond the control of Meech (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Meech adequate or accurate information or instructions in respect of the Goods.
- 10.4 In respect of Goods, Meech shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Meech shall invoice the Customer for anticipated time charges, in advance of travel to provide the Services, and for all other charges, upon completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by Meech, subject to any other payment terms in the Contract or credit terms agreed by Meech and confirmed in writing to the Customer:
- (a) for Services time charges invoiced in advance, immediately upon receipt; and
  - (b) for all other invoices, within 30 days of the date of the invoice;
- in full and in cleared funds to a bank account nominated in writing by Meech, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Meech to the Customer, the Customer shall, on receipt of a valid VAT invoice from Meech, pay to Meech such additional amounts in respect of VAT as



are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

10.7 If the Customer fails to make a payment due to Meech under the Contract by the due date, then, without limiting Meech's remedies under clause 14.3, 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 10.7 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%.

10.8 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).

## **11. Intellectual property rights**

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Meech.

11.2 Meech grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services in its business.

11.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2.

11.4 The Customer grants Meech a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Meech for the term of the Contract for the purpose of providing the Services to the Customer.

## **12. Confidentiality**

12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by the remainder of this clause 12.

12.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, consultants, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers,

representatives, consultants, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.

12.3 Each party may:

- (a) make disclosures protected by law; and
- (b) report reportable matters to law enforcement or regulators, cooperate with the same and make disclosures to comply with any applicable court order, law or regulation.

12.4 Save as set out in this clause 12, no party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

13.1 Nothing in this Contract shall limit or exclude Meech's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, consultants 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 section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for Meech to exclude or restrict liability.

13.2 Subject to clause 13.1:

- (a) Meech shall not be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Meech's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed one hundred per cent (100%) of the total sums paid and/or payable by the Customer for Goods and/or Services under the Contract.

## **14. Termination**

- 14.1 Without affecting any other right or remedy available to it, Meech may terminate the Contract by giving the Customer not less than 5 days' written notice.
- 14.2 Without affecting any other right or remedy available to it, Meech may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing from Meech to do so;
  - (b) the Customer takes any step or action in connection with its entering administration, liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - (d) the Customer is deemed for the purposes of section 123 Insolvency Act 1986 to be unable to pay its debts; or
  - (e) 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.
- 14.3 Without affecting any other right or remedy available to it, Meech may terminate the Contract with immediate effect by giving written notice to the Customer the Customer fails to pay any amount due under the Contract on the due date for payment.
- 14.4 Without affecting any other right or remedy available to it, Meech may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Meech if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(e), or Meech reasonably believes that the Customer is about to become subject to any of them.

## **15. Consequences of termination**

- 15.1 On termination of the Contract:

- (a) the Customer shall immediately pay to Meech all of Meech's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, Meech shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Meech Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Meech may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe-keeping and shall not resell them or use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of 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.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## 16. 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 result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

## 17. General

### 17.1 Assignment and other dealings

- (a) Meech may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Meech.

**17.2 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the address specified in the Order.
- (b) Any notice sent by email shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.2(b), business hours means 8.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**17.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

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

**17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**17.6 Entire agreement.**

- (a) The 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and 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.

- 17.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their representatives).
- 17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.