

Our Terms of Business

In these Terms, we have used “we” and “us” for Lundia Shelving Ltd, and “you” and “your” as the Customer and Customer’s Guarantor that is purchasing the product or services.

1. OUR RESPONSIBILITIES

1. We are always striving to improve the quality and dependability of our product to ensure that it is trouble-free, safe and operates smoothly. Because our product is the result of many years of design and engineering excellence, we are able to guarantee all product for a period of 60 months from the date of delivery and, if any item is found to be defective (as determined by us) in either workmanship or materials then, at our option, we will either repair or replace it. This warranty will only apply to the original purchaser following proof of purchase and provided that no unauthorised repairs or modifications have been carried out to the product.

2. We may, from time to time, carry out maintenance and adjustment to the product and shall use reasonable efforts to expeditiously repair or replace product which is warranted and becomes defective during the term of the warranty period. If the product does not operate properly you should promptly notify us and follow our instructions before taking any further action.

3. Where product supplied is defective, damaged or short supplied then we will remedy this provided you notify us and the carrier within three days of receipt with full particulars

4. Where we provide installation or design services, we will exercise the degree of skill, care and workmanship normally expected of a qualified tradesperson in the same or similar circumstances to current New Zealand industry best practice.

2. YOUR RESPONSIBILITIES

2.1. You agree with us that:

- (a) all drawings and specifications prepared by us shall remain our property, including all intellectual property rights applicable to the product;
- (b) you will obtain our prior written consent before taking any copies of the drawings and specifications;
- (c) we are not responsible for the supply and installation of, or alterations or additions to any sprinkler system or under-floor heating in the area where the product is to be installed;
- (d) you will disclose to us the location of under-floor heating where this is in the area that the product is to be installed. If you do not tell us or provide us with accurate information then we will not be responsible for any damages or costs of repair caused during installation of the product;
- (e) you will pay us for any additional labour or materials required to enable the product to be installed in addition to any estimate or quote given where you have failed to disclose to us any information which is relevant to the site at which the product is to be installed;
- (f) we are not responsible for the strength or structure or condition of floors or foundations where the product is to be installed and we make no representation or give any warranty that the proposed floor or foundations are sufficiently engineered to handle any loads imposed by the product;
- (g) we are not liable for any damages or injury, directly or indirectly attributable to any defects in, or any structural collapse, subsistence or failure of floors or foundations where the product is to be installed;
- (h) after we deliver the product to you or your agent at the agreed site address then you accept all risk for the product;
- (i) we will never be liable for any loss, damages or expenses sustained by you or anyone else due to any delivery delay in the short supplied, defective or damaged product or completion of services;
- (j) where the product is non-standard inventory (including modified, painted or stained) then these specifications can never be returned to us.

3. CONSTRUCTION CONTRACTS ACT 2002

3.1. Where you ask us to provide product, materials and our services to carry out design and installation (“construction”) the following additional terms and conditions shall apply in addition to any rights we may have under The Construction Contracts Act 2002:

- (a) you will ensure the safe custody of, and minimise the deterioration of any of our product, materials and equipment whilst on your site by ensuring that you provide us with safe, covered and secure waterproof site storage;
- (b) you will, prior to the commencement of construction, ensure that your site is clear and free from obstructions and that electricity is available for us without interruption. You will also ensure that we can complete our construction as one uninterrupted operation during normal working hours;
- (c) you will ensure that the floors upon which the constructions works are to be performed are level and even. Any additional costs or expenses for materials and/or labour required to correct uneven or out of level floor surface in excess of +/- 15mm elevation over the construction area shall be at your cost;
- (d) on completion of the construction any surplus product materials delivered by us shall remain our property and be removed from your site by us;
- (e) if the commencement of construction is delayed into the following calendar month then we shall be entitled to invoice you any amounts owed and you agree to pay us on or before the 20th of the month following the date of our invoices in terms of clause 4 below;
- (f) Our Terms of Business unless otherwise agreed in writing, we will not undertake or be responsible for any builder’s work or other work involving alterations to the site at which construction is to take place;
- (g) you agree to apply for and obtain all necessary licences, consents or approvals as are required under any local building regulations or by-laws prior to our carrying out construction works at the site and you accept liability and indemnify us against all actions, proceedings, costs, charges, claims or demands arising directly or indirectly out of or in connection with any breach of this condition.

4. PAYMENT

- 4.1. We reserve the right to withhold credit at any time and to require payment in full prior to delivering the product to you. We may do this where we have any concerns about your ability (including the guarantor's ability) to pay us.
- 4.2. All payment for product or construction services are strictly on or before the 20th of the month following the date of invoice, or as otherwise agreed in writing. You agree not to off-set any amount due against any amount that we may owe you or that you are disputing.
- 4.3. If any amount is due and unpaid, you agree to pay 10% late payment charge on the overdue amount but without prejudice to any other rights that may be available to us. You are also liable for all additional costs we may incur, including legal, administration and collection costs to recover unpaid amounts.
- 4.4. You agree to pay all taxes, levies or charges which may be imposed upon us as a result of providing product or services (including goods and services tax) at such times and in such manner as we may, from time to time, demand.
- 4.5. If the delivery of product, or completion of construction, is delayed either at your request or your ability to accept the product at the agreed time for delivery, or due to any other cause beyond our control, then you agree that you are liable for extra charges, losses or expenses incurred by us. In these circumstances, we shall be entitled to send you an interim invoice(s) and receive payment from you on or before the 20th of the month following the date of invoice.
- 4.6. You must promptly notify us in writing of any dispute between you and us and agree to pay the amount due by you in full pending resolution of the dispute. If the dispute is resolved or settled in your favour, then we will promptly credit your account with the disputed amount.

5. TERMINATION, REPOSSESSION & INDEMNITY

5.1. Should you:

- (a) fail to pay any amount due to us following the giving of seven (7) days' notice in writing that payment is overdue;
- (b) fail to perform or observe any of the terms and conditions of this agreement;
- (c) make a false representation in relation to the making of this application;
- (d) become insolvent or, if you are a company, have a receiver appointed in respect of any of your assets, or have a winding up petition presented against you, with the passing of a resolution for the winding up of your company;
- (e) or any other persons having an interest in you, make demand to us in terms of the Personal Property Securities Act 1999; then we may repossess the product and/or immediately, and without notice, terminate this agreement.

5.2. Whether or not we terminate this agreement, you will immediately return the product to us or we may repossess the product and charge you for all costs and expenses incurred in doing so. We may do this without giving you notice and you agree that we may enter the site or the premises where the product is installed, using such force as is reasonably necessary to repossess the product. We will not be liable for any damage to property caused by any person in collecting the product.

5.3. We may either resell any repossessed product and credit you with the net proceeds of the sale (after deduction of all repossession, storage, selling and other costs) or may retain repossessed product(s) and credit you with the agreed invoice value less such amount as we determine appropriate, taking into consideration where, tear, depreciation, obsolescence, loss of profit and cost.

6. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

6.1. You acknowledge that this agreement creates a security interest in the product as security for all your obligations to us under this agreement, where our normal payment terms do not apply and the security interests is registrable in the Personal Property Securities Registry.

6.2. You agree to promptly execute any documents and do anything else we ask to ensure that our security interest created under this agreement constitutes a first ranking perfected security over the product.

6.3. You shall:

- (a) immediately notify us in writing if you change your name;
- (b) provide any information we reasonably require to complete a financing statement or a financing change statement.

6.4. You agree to waive any rights to receive a copy of a verification statement under the PPSA and that, to the extent permitted by law;

- (a) where we have rights in addition to those in Part 9 of the PPSA, those rights will continue to apply;
- (b) Sections 114(1)(a), 113 and 134 of the PPSA will not apply;
- (c) you will have none of the rights referred to Sections 116, 119, 120(2), 125, 126, 127, 129, 131 and 132 of the PPSA and waive your rights to object under Section 121;
- (d) you agree to pay all costs and expenses incurred by us for the filing of a financing statement or financing change statement for the product; and you unconditionally ratify any actions taken by us under clause 6.1 to 6.4.

7. OWNERSHIP

7.1. If you have kept and observed all the terms and conditions of this agreement, and have paid us all amounts owing under clause 4, then title in the product shall pass to you, pending which you will hold the product as bailey and as our fiduciary agent.

7.2. If the products are fixed or incorporated into any property by you, title in the product will remain with us until you have made payment for all products purchased and where the products are installed in such a way as to become part of the property, will constitute a new product, title to those new products shall be deemed as assigned to us as security for the full satisfaction by you of all amounts owing to us.

8. LIABILITY

8.1. In the event of any breach by us of this agreement then to the extent permitted by law our liability (if any) to you, for any loss, damage or injury whatsoever shall be restricted to a refund of the product or services to which the breach giving rise to the liability arose.

8.2. Neither party shall be liable to the other party for any indirect or consequential loss, damage or expense of any kind whatsoever arising under or in respect of this agreement. This includes, without limitation, any economic loss, loss of use, loss of profits, loss of income, or increased or alternative costs, however caused.

8.3. Clause 8.2 shall remain in full force and effect after termination of this agreement.

9. THE HEALTH AND SAFETY IN EMPLOYMENT ACT 1992

9.1. We do not and will not assume any obligation as your agent or otherwise which may be imposed upon you from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of this agreement. You and we agree that in terms of the Act, we will not be the person who controls the place of work.

10. DISPUTES

10.1. You and we agree to attempt in good faith to settle any dispute by mediation.

11. CONSUMER GUARANTEES ACT 1993

11.1. You agree that if you are acquiring the product for the purposes of a business as defined in the Consumer Guarantees Act 1993 then the provisions of that Act do not apply to this agreement.

12. WAIVER

12.1. No failure by either of us to exercise any power given to each of us under this agreement shall constitute a waiver of yours or our rights to subsequently enforce and compel strict compliance with the provisions of this agreement.

13. GOVERNING LAW AND JURISDICTION

13.1. This agreement is governed by the laws of New Zealand and the jurisdiction of New Zealand courts will apply to all matters relating to this agreement.

14. NOTICES

14.1 Either party may send a notice to the other's last postal address, last fax number or last email address and it will be deemed to be delivered two days after the date of posting, or if sent by fax or email when the transmission is successfully completed.

Terms and Conditions for SUPPLIERS and DEFINITIONS

Lundia or other entity identified on this Order (as defined below) as the purchaser of Products and/or Services (as defined below). "Supplier" means the person or entity to whom this Order is addressed. "Products" and "Services" shall have the meanings set forth in the Terms and Conditions section hereof. Lundia and Supplier are each at times referred to herein as a "Party" and collectively as the "Parties".

TERMS AND CONDITIONS.

By accepting this purchase order ("Order") submitted by Lundia, Supplier hereby agrees to provide the items, materials, services or equipment (the "Products") and related services in connection with the supply of the "Services" solely upon the terms and conditions stated herein.

No modified, additional, or different terms or conditions proposed by Supplier will be accepted by Lundia and any such proposed modification, additional, or different terms or conditions shall be construed as proposals for additions to the Order and shall not become part of this Order unless indicated in a written instrument executed by Lundia. The delivery of Products or performance of Services in response to this Order shall constitute acceptance of the terms and conditions stated herein.

PRICES AND PAYMENT.

Except as otherwise agreed to by the Parties and set forth on the face of this Order, payment terms on all Orders shall be due net Thirty (30) days from the date of receipt of a valid tax invoice by Lundia, or, if later, from the respective delivery dates of the Products. Lundia may withhold payment of any amounts which are disputed in good faith by Lundia. Unless otherwise agreed by Lundia in writing, no payments are valid without a written confirmation or a purchase order. All prices are fixed and are inclusive of all packaging and delivery and any applicable duties and taxes (other than GST) and are not subject to escalation. The supplier will not render an invoice until a purchase order has been issued by Lundia or written consent from a director has been given. Lundia specifically reserves the right to deduct from any monies due or to become due to Supplier any monies due to Lundia from Supplier. Lundia is not liable for any orders or amendments to orders other than Lundia's Order or an amendment expressly agreed in writing and signed by an authorised signatory of Lundia. No payment of, or on account of, the Order price is to constitute any admission by Lundia as to the proper performance by Supplier of its obligations.

DELIVERY.

All Products supplied pursuant to an Order shall be properly packed and secured in such a manner as to reach their destination in good, non-damaged condition, and must (unless otherwise directed by Lundia) be delivered by Supplier to the point of delivery specified in the Order, carriage or freight to such point of delivery paid, in accordance with Lundia's instructions. Supplier shall ensure that all labelling and packaging conforms to any standards prescribed by Lundia with respect to the Products from time to time. Delivery is to be completed when the Products have been unloaded at the point of delivery specified in the Order and the delivery has been accepted by Lundia or its duly authorised agent. Unless otherwise stipulated in the Order, deliveries to Lundia facilities shall only be accepted by Lundia during normal business hours. Supplier shall ensure that each delivery is accompanied by a packing slip or other delivery note showing the Order number, Order line number and the nature (including the part number and part description), unit of measure, and quantity of items being delivered and, in the case of a partial delivery, the balance remaining to be delivered. Supplier shall invoice Lundia upon, but separately from, delivery of the Products to Lundia. Supplier will be liable for all damages, including, but not limited to, damages which it or its carrier causes to Products being delivered to Lundia pursuant to an Order or damages to Lundia property resulting from Supplier's or the carrier's actions or inactions. In the case of Products manufactured or containing materials originating from outside the country in which the delivery address is situated, Supplier must ensure that accurate information is provided to Lundia as to the country of origin of the Products and is to be liable to Lundia for any additional duties, taxes, or other liability for which Lundia may be accountable should the country of origin prove to be different from that advised by Supplier. If Products are delivered to Lundia in excess of the quantities ordered, Lundia shall not be bound to pay for the excess, and any excess shall remain at Supplier's risk and shall be returnable at Supplier's expense. All Products supplied hereunder are to be shipped subject to Lundia's examination and right of rejection for a reasonable time after delivery, but in no event less than seven (7) business days after Lundia's receipt of such Products at the site designated by Lundia, notwithstanding prior payment, if not as warranted herein.

TIME.

Subject to manufacturing lead times, if any, agreed upon by Lundia and Supplier in writing, Supplier must comply with the timescale specified by Lundia in the Order. If no timescale is specified, then delivery must be within a reasonable period not exceeding seven (7) days following the Order.

RISK AND TITLE.

Unless otherwise stated in the Order, risk in the Products purchased is to pass to Lundia upon completion of delivery in accordance with the Delivery section hereof, and title to the Products (or any part of them) is to pass to Lundia on the earlier of completion of delivery or the time of payment being made for them. Except as otherwise agreed to by Lundia in writing, Supplier is to be responsible for transport and unloading costs and insurance of Products to their full value against all risk of damage or loss prior to completion of delivery. All tools, equipment and materials of Supplier required in the delivery of the Products or performance of Services are and remain at the sole risk of Supplier whether or not they are upon premises of Lundia or other premises specified in the Order. Supplier represents and warrants that good and marketable title to the Products shall pass to Lundia pursuant to the foregoing. Supplier represents and warrants that the Products are, and will remain, free from any Security Interest, or other security, charge or encumbrance.

INSPECTION AND TESTING.

At any time prior to delivery of the Products or completion of the performance of the Services, Lundia shall have the right to inspect and test the Products (whether or not the Products are complete or are still in the process of manufacture) or, as the case may be, any Services are being performed. Lundia shall have the right to do so at any reasonable time either at Supplier's work site or at the work site of any sub-contractor. If, as a result of such inspection or testing, Lundia is of the opinion that the Products or Services do not conform or are unlikely to conform with the Order or any specification or any designs or patterns provided by Lundia to Supplier, then Lundia shall inform Supplier and Supplier shall promptly take such action as is necessary to ensure conformity, and Lundia shall have the right to require and witness further testing. Notwithstanding any such inspection or testing, Supplier shall remain responsible for ensuring that the Products or Services are in compliance with the Order and any such inspection or testing shall not of itself constitute acceptance or approval of all or any part of the Products or Services.

QUALITY AND GUARANTEE/REPRESENTATIONS AND WARRANTIES.

In addition to, and not in lieu of, any other guarantee, representation, or warranty provided by Supplier, Supplier represents and warrants to Lundia that all the Products shall, at the time of delivery and for a period of not less than 12 months thereafter, be: (a) of merchantable quality; (b) free from defects and of good design, quality and workmanship; (c) of satisfactory quality and fit for its intended purpose; and (d) conform in all respects with the quantities, drawings, specifications, standards, requirements and stipulations contained or referred to in the Order. At all times while providing Products and/or Services to Lundia, Supplier represents and warrants that:

- (i) It shall conduct its business and affairs in an ethical manner, consistent with the provisions of Lundia's Code of Conduct and Business Principles (a copy of which may be obtained on request) and shall comply with all applicable laws, regulations, and industry codes and standards relating to the manufacture and supply of the Products and Services being provided.
- (ii) All work and Services performed by Supplier shall be in accordance with recognised best commercial practices and standards and will be supplied with all due competence, care and skill and in accordance with Lundia's instructions and will pass such inspection as may be required by Lundia, its customers or their agents or any government department or agency concerned.
- (iii) All statements and representations made in respect of the Products and Services prior to the Order are accurate

Supplier represents and warrants that it shall not seek, accept, offer, give or permit any payment, service, gift or other value from or to any person or firm as a condition or result of doing business with Supplier or Lundia, if doing so would be in violation of applicable law, including any law relating to bribery or corruption.

Supplier represents and warrants that it shall not make facilitation payments in relation to the Products or Services being provided hereunder.

Supplier represents and warrants that it shall ensure the propriety of all interactions with government officials, health-care professionals and other persons who might have authority or influence, directly or indirectly, over any matters relating to such Products or Services, including without limitation the sale, marketing, promotion, importation, licensing or distribution thereof. Lundia's rights hereunder are in addition to and shall not detract from any conditions implied by statute or other applicable laws which are intended to protect, or which are otherwise in favour of, purchasers of goods and/or services which are similar to the Products and/or Services. Without prejudice to any other remedy which Lundia may have, including, but not limited to, Lundia's right to treat the Order as repudiated, where Lundia notifies Supplier of any defective or damaged Products (whether due to defective design, materials or workmanship or otherwise) or faulty workmanship in the provision of the Services, Supplier shall replace at its own cost and expense, including, but not limited to, reimbursement of freight and disposition costs incurred by Lundia, any Product that fails to comply with these terms and conditions. Lundia shall notify Supplier of the existence and nature of any non-compliance and Supplier shall have a reasonable opportunity, not to exceed ten (10) days from receipt of the returned Product, to inspect such Product and provide Lundia with detailed written instructions to return or dispose of such Product.

Lundia shall have no obligation to pay for any Product that is subject to such a claim of non-compliance. If Supplier fails to so inspect and instruct Lundia as to the disposition of such defective Product, Lundia may dispose of such defective Product as it sees fit and Supplier shall promptly replace such defective Product at its own cost and expense. If prompt replacement is not feasible or if Lundia does not want a replacement Product, Supplier shall reimburse Lundia for the cost of such Product. Supplier shall be responsible for all costs of delivery to the site designated by Lundia and installation and all other costs and expenses incurred by Lundia as a result of the replacement of the Product.

INDEMNITY AND LIMITATION OF LIABILITY.

Supplier shall indemnify Lundia, its parent, its subsidiaries and affiliates, and their respective officers, directors, shareholders, members, and employees (collectively, "Lundia Indemnitees"), in full against losses, whether direct or indirect (and including, without limitation, legal and other professional fees and expenses) awarded against or incurred or paid by Lundia or any other Lundia Indemnitee as a result of or in connection with: (a) any breach of the terms of the Order or these terms and conditions by Supplier; (b) any infringement, alleged infringement, or misappropriation of any intellectual property rights caused by the use, manufacture or sale of the Products (except where all specifications and designs necessary for the manufacture of the Products have been supplied solely by Lundia and the Products have been manufactured in accordance with such specifications and designs); (c) any defect or failure in any Product or the negligent performance or any failure in performance by Supplier; or (d) any claims arising out of any error or omission in drawings, calculations, packing details or other particulars provided by Supplier.

IN NO EVENT SHALL LUNDIA BE LIABLE TO SUPPLIER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (as defined below) ARISING OUT OF, OR IN CONNECTION WITH, ANY ORDER, WHETHER OR NOT LUNDIA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

For the purpose of these terms and conditions, "Consequential Losses" shall mean an indirect or consequential loss (not being a loss that arises naturally in the usual course of things from the relevant facts or circumstance) and specifically includes loss of profit and anticipated profit, loss of revenue, loss of financial or business opportunity, loss of business, damage to goodwill or reputation and loss of anticipated savings.

INSURANCE.

Supplier shall obtain and maintain, at its sole cost and expense, insurance policies adequate to cover its liabilities hereunder and the requirements of all applicable laws and regulations, and in particular the following insurance coverages: (1) Commercial General Liability insurance, including Products & Completed Operations liability, that meets the following requirements: (a) the insurance shall insure Supplier against all liability related to the Products (whether liability arises from Supplier's conduct or by virtue of a Party's participation hereunder), including liability for bodily injury, property damage, wrongful death, and any pertaining contractual indemnity obligation imposed hereunder; and (b) the insurance shall be in an amount that is required by operation of law and reasonable and customary in the industry for companies of comparable size and activity, but not less than Five Million NZ Dollars (NZ\$5,000,000.00) per occurrence, such limits can be met using primary and excess insurance; (2) where vehicles are used in providing products and services hereunder, insurance for the risk of third party bodily injury and property damage in a form and type customary for the territory where the vehicles are operated with limits not less than Five Hundred Thousand NZ Dollars (NZ\$500,000). Lundia shall be provided with evidence of such insurance upon reasonable request; however failure to request such evidence shall in no way waive the requirements herein.

CONFIDENTIALITY.

During the course of its performance hereunder, Supplier may have access to proprietary business information and to trade secrets of Lundia including, but not limited to, process and/or product specifications, material compositions, and customer lists ("Confidential Information"). Supplier shall use the Confidential Information solely to perform pursuant to the Order and shall not disclose or use any such Confidential Information, directly or indirectly, for any other purpose. Supplier further agrees to take all steps necessary or advisable to preserve and protect such Confidential Information. Except to the extent required by law, Supplier shall make no reference, advertisement, or promotion regarding Lundia including, without limitation, displaying Products incorporating or manufactured using Lundia's Confidential Information as part of a display or tradeshow demonstration, without the prior written consent of Lundia. Supplier agrees that a breach of this obligation of confidentiality shall give Lundia the right to seek and obtain preliminary and permanent injunctive relief, in addition to monetary damages.

CANCELLATION.

Without prejudice to any other right available to it, Lundia shall be entitled to cancel an Order, in whole or in part, at any time by giving written notice to Supplier whereupon all work under the Order (or the cancelled part) shall be discontinued and Lundia shall pay to Supplier such proportion of the Order price as may be fair and reasonable having regard to the Products previously delivered and the value of Services performed under the Order. On such payment no further sum or sums shall be due by way of damages, loss of profits or otherwise from Lundia to Supplier by reason of such cancellation. In the event of Lundia's cancellation hereunder, Supplier shall immediately, but in no event later than thirty (30) days from the effective date of cancellation, refund to Lundia any amounts paid but unearned for Products or Services provided hereunder.

INTELLECTUAL PROPERTY AND FIXED ASSETS.

All designs, inventions, patents, know how, new technology, improvements and all similar matters made, designed or developed by Supplier specifically in connection with the Order shall be the sole property of Lundia and Supplier must procure at no charge to Lundia the execution of any and all papers necessary to perfect ownership by Lundia. All material, drawings, samples, specifications and other technical data prepared or provided by Lundia in connection with the Order, and all tooling, fixtures, gauges or other fixed assets shall at all times remain the property of Lundia which Lundia is entitled to use, reproduce, assign, transfer, and dispose of at any time for any purpose whatsoever. Supplier must not use any such data or fixed assets except in order to perform Orders for Lundia.

GENERAL.

Lundia may assign any and all of its rights or delegate any or all of its obligations under this Order to one or more third parties without the consent of Supplier. Supplier may not assign or otherwise transfer any of its rights or obligations hereunder to any third party without the prior written consent of Lundia. Any waiver by Lundia of any breach or default of Supplier shall not be deemed a waiver of any subsequent breach or default of Supplier from any liability under the Order or these terms and conditions. Each Party will bear its own expenses in performing its obligations under the Order, except as may be otherwise expressly provided herein. No waiver or amendment of an Order shall be binding unless in writing and signed by an authorised representative of each Party. Unless otherwise agreed in writing by the Parties, all notices shall be in English. Any dispute or claim (regardless of its legal or equitable theory) arising in connection with the Order, or any act or omission in its performance shall be resolved solely and finally by binding arbitration. The arbitration language shall be English.