



CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES TO TW METALS LIMITED

1. DEFINITIONS

- 1.1 “Buyer” means TW Metals Limited/ Philip Cornes & Co
- 1.2 “Conditions” means these Conditions of Purchase
- 1.3 “Contract” means the contract formed by the Supplier’s acceptance of the order;
- 1.4 “Goods” means all the Goods and materials which are the subject of the Order or which are to be supplied by the Supplier under these conditions;
- 1.5 “Order” means the Order placed by the Buyer for the supply of the goods and/or Services;
- 1.6 “Services” means the Services to be provided by the Supplier under these conditions;
- 1.7 “Supplier” means the person, firm or company to whom the Order is addressed;
- 1.8 “Specifications” means the technical description (if any) of the Goods or Services contained or referred to in the Order: where applicable, the Goods should be strictly in accordance with the technical grade stated (as defined in published standards);
- 1.9 “Delivery Date” means the date or dates specified in the Order for the delivery of the Goods or the supply of the Services;
- 1.10 “Authorised Officer of the Buyer” shall mean an officer placing the Purchase Order, authorised to sign for and on behalf of the Buyer and nobody else.

2 CONTRACT

- 2.1 No contract shall come into force unless the Buyer has sent a written Purchase Order, referring to these terms, to the Supplier.
- 2.2 Neither the Buyer nor the Supplier shall be bound by any variation or waiver of, or addition to, these Conditions unless the Buyer and the Supplier have agreed such variation, waiver or addition in writing
- 2.3 All the Goods and Services shall be supplied subject to these Conditions which shall override any other terms or conditions submitted by the Supplier.



- 2.4 The Buyer reserves the right to terminate any Purchase Order on written notice to the Supplier, notwithstanding that there has been no default on the part of the Supplier.
- 2.5 The Buyer reserves the right to make changes at any time in:
- i) specifications, drawings and samples
 - ii) the method of packaging
 - iii) the place and time of performance
 - iv) mode of transport
- 3 Price
- 3.1 The price shall be as stated in the Order and is a fixed price and shall not be varied for any reason whatsoever unless expressly agreed in writing by a duly authorised representative of the Buyer.
- 3.2 Unless otherwise stated in the Order, the price is inclusive of the cost of packaging, carriage and of all duties, levies and taxes of whatsoever nature applicable to the supply of the Goods and the Services.
- 3.3 Where the Supplier charges Value Added Tax the Supplier shall show this as a separate item in its invoice, together with its European registration number. If requested by the Buyer, the Supplier shall furnish the Buyer with all necessary documentation to show that the Seller is authorised to charge Value Added Tax and that the Buyer is authorised to reclaim such tax.
- 3.4 The Buyer reserves the right to deduct from any monies due or becoming due to the Supplier, any monies claimed by the Buyer whether under the Contract or otherwise against the Supplier.
- 3.5 All export duties, import duties, taxes, levies of whatsoever nature and by whatsoever imposed, present or future, shall be for the Supplier's account. With respect to Value Added Tax, Condition 3.3 applies.
4. Payment
- 4.1 Unless otherwise agreed in writing, payment of the price stated in the order shall be due to the Supplier 60 days after the later of:
- 4.1.1 the receipt of the Supplier's invoice at the Buyer's address stated in the Order; or
 - 4.1.2 the end of the month in which:
 - 4.1.2.1 the Goods are delivered to and off-loading completed at the Buyer's premises; and/or
 - 4.1.2.2 the Services are fully performed by the Supplier.
- 4.2 Payment will be made by bank transfer, banker's order, cheque or otherwise as decided by the Buyer. No variation in the method of payment specified in the Buyer's Order will be accepted without the prior written approval of the Buyer.



- 4.3 Payment does not constitute acceptance of the delivery.
- 4.4 Any over-payments by the Buyer to the Supplier shall be a sum recoverable from the Supplier under Condition 23.4.
- 4.5 Timely payment is conditional upon the invoice being correctly addressed as indicated on the Purchase Order with reference to the complete order number and a description of the Goods.
- 4.6 No payment of or on account of the purchase price shall constitute any admission by the Buyer as to the performance by the supplier of its obligations.
- 5. Quality and Description
 - 5.1 It is a condition of this agreement that the supplier warrants that all reasonable care and skill have been used in manufacturing and (where necessary) in marking the Goods and that all work and Services performed by the Supplier shall be in accordance with “Best Practices”, and that the Goods and Services shall (unless otherwise agreed in writing):
 - 5.1.1 conform as to quantity, quality, description and comply in every way with the particulars and requirements stated in the Contract, and with all statutory requirements applicable to such Goods;
 - 5.1.2 be free of defects in materials and workmanship;
 - 5.1.3 conform to the Specifications and Grade stated on the Order as defined by publishing authority;
 - 5.1.4 be marked according to the Specification and avoiding substances that can cause damage to the goods;
 - 5.1.5 be capable of achieving the standard of performance specified in the Contract or otherwise notified to the Supplier by the Buyer;
 - 5.1.6 correspond with the samples of the goods (if any) provided by the Supplier to the Buyer and approved by the Buyer;
 - 5.1.7 be fit for the purpose which the Buyer has made known to the supplier or, where the Buyer does not make any purpose known to the Supplier, for the purpose for which the Goods are normally used;
 - 5.1.8 be of satisfactory quality.
 - 5.2 The Supplier shall not change the design or any dimensions or technical specifications of the Goods without the prior written consent of the Buyer.
 - 5.3 The Supplier shall:-
 - 5.3.1 exercise all due care and attention in the performance of the Services and ensure that all work shall be free from defects;



- 5.3.2 where the Services are to be performed at the Buyer's premises, observe and conform to, and use its best endeavours to ensure that their servants, agents and workmen and others visiting the Buyer's premises observe and conform to, such rules and regulations as the Buyer may from time to time make for the orderly management of the Buyer's premises and in the interests of safety and security;
- 5.3.3 unless otherwise agreed in writing, at its own expense provide all materials, tools, equipment and other facilities necessary for the supply of the Services;
- 5.3.4 ensure that the Services are provided in accordance with the standards of performance, quality and description as stated in the Contract or otherwise notified to the Supplier by the Buyer.

6. Inspection and Testing

- 6.1 The Buyer shall have the right at all reasonable times to inspect the Goods and any work in progress at the premises of the Supplier and right of access by the organisation, their customer and regulatory authorities to all facilities involved in the order and to all applicable records. Before despatching the Goods, the Supplier shall carefully inspect and test them to ensure that they comply in every respect with the requirements of clause 5.1 hereof. The Supplier shall, if requested by the Buyer, give the Buyer reasonable notice of such tests and the Buyer shall be entitled to be represented thereat.
- 6.2 The Buyer shall be entitled to require the manufacture or supply of the Goods to cease if, following an inspection, the Buyer believes that the Goods are not being manufactured or supplied in accordance with the specification, with the Buyer having no liability for any payments to the Supplier in respect of those Goods.

7. Passing of Risk and Title

- 7.1 Risk and title in the Goods shall pass to the Buyer upon their delivery to, and completion of off-loading at the Buyer's premises or such other location as may be specified by the Buyer. The goods shall only be accepted and property in them pass to the Buyer after they have satisfied all requirements and passed all tests specified in the Order. (Refer Clause 10.5)
- 7.2 Until delivered to and accepted by the Buyer the Goods shall remain at the sole risk of the Supplier, who shall at its own cost insure the Goods in the name of the Supplier against all insurable risks which are likely to affect the Goods with insurers and on terms approved by the Buyer. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the Buyer upon request.

8. Damage or Loss in Transit

The Supplier will repair or replace, free of charge, any Goods damaged or lost in transit provided that the Buyer gives the Supplier written notification of such damage or shortages within a reasonable time.

9. Delivery

- 9.1 Time is of the essence for the purposes of this Clause 9.



- 9.2 If for any reason (including circumstances beyond the control of the Supplier) the Goods or the Services or any portion thereof are not supplied on the Delivery Date the Buyer shall be entitled to terminate the Contract in respect of the Goods or Services not supplied as aforesaid. The Buyer shall also be entitled to terminate the contract in respect of any Goods already supplied under the contract which cannot be effectively and commercially used by reason of the failure so to supply or complete in accordance with the Contract and, on such termination, the Buyer shall be entitled to return to the Supplier at the Supplier's risk and expense any of the Goods already delivered but which cannot be effectively and commercially used as aforesaid and to recover from the Supplier any monies paid by the Buyer in respect of such Goods and any monies paid by the Buyer in respect of Services partly performed;
- 9.3 Following termination of the contract by the Buyer for late delivery pursuant to Clause 9.2, the Buyer shall be entitled to recover from the Supplier any additional expenditure reasonable incurred by the Buyer in obtaining other Goods or Services in replacement, together with any losses, damages (including payments in respect of economic or consequential loss of a loss of profit) costs or expenses incurred by the Buyer arising from the late supply of the Goods or Services.
- 9.4 Unless otherwise expressly agreed in writing, the Goods shall be properly packed and secured in such manner as to reach their destination in good condition and shall be delivered carriage paid by the Supplier at, or despatched for delivery to, the Buyer's premises or such other place as may be specified in the Order. The Supplier shall provide proof of delivery when requested to do so by the Buyer. In order to confirm receipt the Supplier shall obtain on delivery the signature of a representative of the Buyer of whom the Supplier has been instructed to effect delivery. This confirmation shall be evidence of receipt only but not of the Goods being of the condition specified in the Order and shall not amount to acceptance, whatever may be the terms of any form of acceptance of delivery which such representative of the Buyer may be asked by or on behalf of the Supplier to sign aforesaid.
- 9.5 Invoices and (where applicable) test certificates, mill certificates, despatch notes, and mill tally sheets and any other document requested in the Order are an integral part of the Order; delivery cannot be considered complete before total receipt of above.
- 9.6 The Buyer reserves the right to cancel any items on this Order if complete delivery is not made as specified. Failure to comply with any of the requirements above may be cause for rejection of material.
- 9.7 Excess quantities can be returned to the Supplier at the Supplier's expense. In no circumstances will excess quantities be accepted or paid for unless the Buyer notifies the Supplier in writing of acceptance. Any excess quantities not accepted by the Buyer will remain at the Supplier's risk.
- 9.8 If the Goods are delivered to the wrong destination the Supplier will be held responsible for any additional expense of delivery to the correct destination.
- 9.9 Unless otherwise provided by the Contract, all packages supplied by the Supplier shall be considered as non-returnable, and their cost as having been included in the Contract price. Where it is agreed that packages are returnable, full disposal particulars must be advised. Such packaging must have legible marks identifying ownership. The Supplier



will be required to bear all carriage and cartage costs. The Buyer accepts no liability for packages lost or damaged in transit.

10. REJECTION

10.1 The Buyer may be notice in writing to the supplier reject the Goods or Services or any part thereof if the Supplier fails to comply with its obligations under the Contract. Without prejudice to the generality of the foregoing or to the provisions of Clause 6 the Buyer shall have the right to reject Goods which do not conform to the Specifications, or which are faulty in quality or manufacture or which are not fit for the purpose for which they are supplied. Neither inspection of, nor failure to inspect the Goods shall affect the Buyer's right to reject any Goods which are subject to hidden defects or to claim for any breach of contract. The Buyer shall, when giving notice of rejection, specify the reasons therefore and shall thereafter return any rejected Goods to the Supplier at the Supplier's own risk and cost. The Supplier will also reimburse the Buyer for the cost of any storage or other expenses incurred by the Buyer.

10.2 Following rejection in accordance with this clause 10, the Supplier shall be responsible for:-

10.2.1 repayment to the Buyer of all monies paid or any expenses whatsoever incurred by the Buyer as a result of any delays arising due to the rejection;-

10.2.2 repayment to the Buyer of all monies paid to the Supplier in respect of any rejected Goods or Services not replaced within a reasonable time by the Supplier; and

10.2.3 repayment to the Buyer of any additional expenditure over and above the Contract Price reasonably incurred by the Buyer in obtaining other Goods or Services in place of the rejected Goods or Services.

10.3 Any rejection by the Buyer or any acceptance of credit, reimbursement or replacement by the Buyer shall be without any liability whatsoever of the Buyer to the Supplier and without prejudice to the Buyer's other rights in respect of the defect or other failure of Goods or Services to comply with the requirements of the Contract, or there is a breach by the Supplier of the implied conditions in Sections 13.14 and 15 of Sale of Goods Act 1979 as amended or any re-enactment thereof, however slight the failure to meet these requirements and Sections 15A(2) of Sale of Goods Act 1979, or any re-enactment thereof, shall apply.

10.4 The making of payment shall not prejudice the Buyer's right of rejection. Goods rejected under this Condition shall not be considered as having been delivered in the Contract and shall be removed by the Supplier, at its own expense, within eight (8) days from the date of receipt of notification or within such greater period as the Buyer may agree. In the event of the Supplier failing to remove the rejected Goods within the agreed period the Buyer shall be at liberty to return the Goods as the Supplier's risk and recover the cost of carriage from any sums due (under Condition 23.4).

10.5 The Buyer's right of rejection exists even though title to the Goods may already have passed to the Buyer or the Buyer may have accepted the Goods or part of them.



10.6 The supplier shall notify the buyer whenever previously delivered supplies are suspect or known to be discrepant.

11. GUARANTEE

If at any time after delivery of the Goods or performance of the Services, the Buyer gives notice in writing to the Supplier of any defect in the Goods or deficiency in the Services which have arisen from poor performance or faulty design, material or workmanship or any other cause not attributable to misuse by the user, the Supplier shall with all possible speed replace or repair the Goods or further perform new or remedial services so as to remedy the defects without cost to the Buyer. The Buyer shall at its discretion as soon as is practicable after discovering any such defects or failure either return the defective Goods or parts thereof to the Supplier at the Supplier's risk and expense or instruct the Supplier (and the Supplier shall be bound to comply) to replace or renew the Goods or to further perform the Services at the premises of the Buyer or at any other premises to which the Goods have been delivered or where the Services have been performed. The provisions of this clause shall apply to any Goods or parts repaired or replaced or any Services performed as aforesaid.

12. STATUTORY REQUIREMENTS

The Supplier warrants that the supply of the Services and the design, construction and quality of the Goods comply in all respects with all relevant requirements of any Statute, Statutory Instrument or other order having the force of law which may be in force at the time when the same are supplied. In particular, but without prejudice to the generality of the foregoing, the Supplier shall give to the Buyer reasonable prior written notice if any of the Goods present a hazard or potential hazard to the health and safety of persons or property and shall identify and specify such hazards and provide full details of all precautions to be taken by the Buyer on the delivery of such Goods and their subsequent use, storage or handling. The Buyer will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 or any re-enactments thereof or modification thereto.

Any Goods supplied under this Contract will be so formulated, designed, constructed and packaged as to be safe and without risk to health.

Any Goods supplied under this Contract will be so formulated, designed, constructed and packaged as to comply with any British or European standard (or other recognised standard of safety) applicable to such Goods both in the state or form supplied to the Buyer and when combined with other goods. It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods or Services are to be supplied.

The Supplier will fit clearly visible warning labels to all Goods which possess harmful or potentially harmful properties or ingredients, and also to their packaging.

If the Supplier carries out any work on the Buyer's premises, the Supplier will take all steps necessary to ensure that such work is carried out safely and without any risk to the health of any person in or around the premises.



13. REGULATIONS AND LABELLING

The Supplier shall be responsible for the compliance with all relevant laws and regulations including those of any country where the Goods are to be delivered (or, to the knowledge of the Supplier, ultimately resold or used) or the Services are to be performed and (unless stated otherwise on the Order) for obtaining and maintaining at its expense any necessary import or export Licences, customs clearance, exchange control consents or other authorisations and permits whatsoever and the Supplier shall ensure that the Goods when delivered to the Buyer are labelled and packaged in such a way as to ensure the safety which a person is entitled to expect from the Goods.

14. PATENT, TRADEMARK, DESIGN COPYRIGHT AND OTHER RIGHTS

- 14.1 The Supplier warrants that neither the supply of the Services, nor the sale, use or provision of the Goods will infringe any letters patent, copyright, registered design, trademark, trade name or other third party right.
- 14.2 The Buyer shall be entitled to reject the Goods, the Services or any part thereof in the event that their use or sale infringes any letters patent, copyright, registered design, trade mark trade name or other third party right.

15. FORCE MAJEURE

- 15.1 The Buyer shall not be liable for any delay or failure to take delivery of the Goods or facilitate performance of the Services caused by any event beyond its reasonable control.
- 15.2 If the Supplier fails to perform them, the Supplier must give prompt notice of the impediment and its effects. The Supplier should take such measures as are reasonable to minimise the consequences of the impediment.

16. ASSIGNMENT AND SUBCONTRACTING

- 16.1 The Supplier shall not, without the consent in writing of the Buyer, assign, subcontract or transfer any of its rights or obligations under the Contract to any other person.
- 16.2 In any case where the Contract is subcontracted in accordance with clause 16.1, the Supplier will ensure that the subcontractor agrees to be bound by all applicable terms of the Contract and such subcontract shall in no way limit or affect the obligations of the Supplier under the Contract.
- 16.3 Copies of any subcontract made in accordance with clause 16.1, with the omission only of the consideration stated therein, shall forthwith be delivered to the Buyer.

17. Insolvency of the supplier

Without prejudice to the Buyer's rights under these conditions, the Buyer may be written notice forthwith and without liability cancel the delivery of any undelivered balance of the Goods or the performance of any unperformed balance of the Services if the Supplier dies or becomes insolvent or makes or offers to make any arrangement for composition with creditors or commits any act of bankruptcy or if any petitions or receiving order in bankruptcy is presented or made against the Supplier or if distress or execution is levied or threatened upon any of the Supplier's property or any judgement against the Supplier remains unsatisfied for more than seven (7) days



or if the Supplier is a limited company and any resolution to wind up that Company is passed (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if a receiver is appointed over the whole of any part of the Company's assets.

18. ARTICLES ON LOAN AND USE OF INFORMATION

- 18.1 All tools, materials, drawings, specifications and other equipment or data loaned by the Buyer to the Supplier in connection with the Contract will remain at all times the Buyer's property and be surrendered to the Buyer upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Supplier solely for the purpose of completing the Contract.
- 18.2 No copy of any of the articles or data referred to in 18.1 may be made without consent in writing of an Authorised Officer of the Buyer.
- 18.3 Articles will be loaned at the risk of the Supplier. Any loss or damage (fair wear and tear allowed) shall be made good by the Supplier at the Supplier's expense.
- 18.4 Any information derived from or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and shall not without consent in writing of an Authorised Officer of the Buyer, be published or disclosed to any third party or made use of by the Supplier except for the purpose of implementing the Contract.

19. FREE ISSUE MATERIALS

Where the Buyer, for the purposes of the Contract, issues materials "free of charge" to the Supplier, such materials shall be and remain the property of the Buyer. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. Waste of such materials arising from bad workmanship or negligence shall be made good at the Supplier's expense.

20. GIFTS

The Supplier shall not make or offer any exceptional gifts, loan, fee, reward, emolument, gratuity or advantage whatsoever to the Buyer's employees or members of their families. In the event of any breach of this Condition, the Buyer shall, without prejudice to any other rights it may possess, be at liberty to terminate the Contract and to recover from the Supplier any loss or damage consequent upon termination.

21. ADVERTISING

The Supplier will not, without first obtaining the written consent of the Buyer, in any way whatsoever advertise or publish the fact that the Supplier has contracted to supply to the Buyer the Goods or Services herein contained.

22. INDEMNITIES

Without prejudice to the Buyer's rights under any condition, warranty or other term implied herein by statute or by common law or under any term of this contract the Supplier shall indemnify and keep the Buyer fully and effectually indemnified against:



- 22.1 all actions, costs, claims, losses (including loss of profit), damages, expenses, demands and liabilities of whatever kind to against, or incurred by the Buyer or its property or to or by or at the instance of any third parties or their property whatsoever or injury to or death of any person (including any employees, agents or subcontractors of the Buyer or Supplier) or other loss or damage sustained by any person howsoever caused that may arise or occur directly or indirectly as a result of either:-
- 22.1.1 the Goods not being in accordance with the Order, the specification and these Conditions;
- 22.1.2 the implementation of the provisions of the contract and/or any breach or failure in due or proper implementation by the Supplier of the provisions of these Conditions;
- 22.1.3 any infringement or alleged infringement of any letters, patent, registered design, copyright, trademark, trade name or other property right occasioned by the use of the sale of the Goods or by the supply of the Services.
- 22.1.4 the act, default or omission of the Supplier, his servants, subcontractors or his agents or by faulty design, workmanship or materials; and
- 22.2 all costs and expenses incurred by the Buyer in doing any thing or carrying out any works or operations in relation to the Buyer's premises in order to minimise or avoid any such actions, costs, claims, losses, damages, expenses and liabilities as aforesaid which may from time to time occur or which the Buyer may from time to time anticipate to be likely to occur.
- 22.3 The Supplier shall effect insurance against all those risks identified in Condition 22. Evidence satisfactory to the Buyer of such insurance of payment of current premiums should be shown to the Buyer upon request.

23. INSURANCE

- 23.1 Without prejudice to the Supplier's liability to indemnify the Buyer under clause 22, the Supplier shall:
- 23.1.1 insure and keep effectually insured until the date on which the Services have been fully performed by the Supplier, all works and unfixed material intended for incorporation therein (if any) as may for the time being be upon the Buyer's premises against loss, damage or destruction by all risks for the full replacement value thereof. All monies received under such insurance shall be applied in or towards the replacement and repair of such works and unfixed materials lost, damaged or destroyed as a result of such insured risks or any of them.
- 23.1.2 maintain such insurance as are necessary to cover the liability of the Supplier and his servants or agents or subcontractors of the Buyer or Supplier in respect of personal injury or death arising out of or in the course of or caused by the provision of the Services by the Supplier not due to any act or omission of the Buyer or of any person for whom the Buyer is responsible and in respect of injury or damage to property, real or personal, or financial loss (including business interruption) arising out of or in the course of or by means of the provision of the



Services by the Supplier and caused by any negligence, omission or default on the part of the Supplier or his servants, agents or subcontractors.

- 23.1.3 maintain such insurance as are necessary to cover the liability of the Supplier in respect of personal injury to or the death of any person under a contract of service or apprenticeship with the Supplier arising out of or in the course of or caused by the provision of the Services by the Supplier not due to any act or neglect of the Buyer or of any person for whom the Buyer is responsible.
- 23.2 As and when it is reasonably required so to do by the Buyer, the Supplier shall produce to the Buyer the policies of insurance required by clause 23.1 and documentary evidence that the premiums payable thereunder have been paid when due and that such policies are still in force.

24. MISCELLANEOUS PROVISIONS

- 24.1 If any provision (or part thereof) of these Conditions shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such provision (or part thereof) shall not affect any other provision (or the remainder of the provision of which such invalid, ineffective or unenforceable part forms part) and all provisions not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.
- 24.2 The Buyer's remedies as defined in these Conditions shall be without prejudice to any other rights, either at Common law or under statute, which the Buyer may have against the Supplier. No relaxation, forbearance or delay by the Buyer in enforcing any of the terms and conditions herein shall produce, effect or restrict the rights of the Buyer hereunder, nor shall any waiver by the Buyer of any breach operate as a waiver of any subsequent or continuing breach thereof.
- 24.3 The Supplier shall keep the Buyer indemnified against all actions, claims, demands, damages, fines, costs, charges and proceedings, whatsoever in respect of any loss of or damage to any property or death of or injury to any person arising in consequence of or in connection with any breach, non-compliance or non-observation of such statutory provisions and regulations, common law duties, bylaws.
- 24.4 The headings in these Conditions are for convenience only and shall not affect the interpretation thereof.
- 24.5 Recovery of Sums Due
- Whenever, under the contract any sums of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sums then due, or which at any time, thereafter may become due to the Supplier under this Order or under any other agreement or contract with the Buyer or with any subsidiary company of the Buyer.
- 24.6 The Contract shall be subject to English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.