

# SHD COMPOSITE MATERIALS LIMITED'S TERMS AND CONDITIONS FOR THE SUPPLY OF TOLL MANUFACTURING SERVICES

The Customer's attention is particularly drawn to the provisions of clause 11.

## 1. INTERPRETATION

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

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. "Commencement Date" has the meaning set out in clause 2.2. "Conditions" means these terms and conditions as amended from time to time in accordance with clause 16.7. "Contract" means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions. "Customer" means the person or firm who purchases Services from the Supplier. "Customer Default" shall have the meaning set out in clause 5.2. "Intellectual Property Rights" means 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 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, extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. "Order" means the Customer's order for Services as set out in the Customer's purchase order form or the Customer's written acceptance of a quotation by the Supplier, as the case may be. "Price" means the price payable by the Customer for the supply of the Services in accordance with clause 8. "Processed Composite Materials" means the composite material produced by the Customer following the application of the Services with a fabric or fibre provided by the Customer and a resin provided by either the Customer or the Supplier.

"Supplier" means the processing of fabric or fibre supplied by the Customer with resin supplied by either the Customer or the Supplier into Processed Composite Materials, and any ancillary advice provided. "Specification" means the description or specification of the Services provided in writing by the Supplier to the Customer.

"Supplier" means SHD Composite Materials Limited registered in England and Wales with company number 07078299.

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

1.2.1 a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);  
1.2.2 a reference to a party includes its successors or permitted assignors;  
1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or reenacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;  
1.2.4 any phrase introduced by the terms "including", "include", "in particular" or "any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and  
1.2.5 a reference to "writing" or "written" includes faxes and e-mails.

## 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.  
2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").  
2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.  
2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.  
2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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

## 3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.  
3.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Contract but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.  
3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Services or the Processed Composite Materials, and the Supplier shall notify the Customer in any such event.  
3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.  
3.5 The Supplier shall have the right to cease providing Services immediately and without liability in the event that the Supplier determines, at its sole discretion, that the fabric, fibre or resin supplied by the Customer for the purpose of the Supplier supplying the Services are not fit for purpose or do not conform with any data, information or specification provided by the Customer to the Supplier in relation to that fabric, fibre or resin.

## 4. DELIVERY OF PROCESSED MATERIALS

4.1 The Customer shall collect the Processed Composite Materials from the Supplier's premises, except where it is explicitly agreed by the Supplier in writing that the Processed Composite Materials shall be delivered to some other location (the location of such collection/delivery in either case being the "Delivery Location").  
4.2 Delivery of the Processed Composite Materials shall be completed by arrival at the Delivery Location, with the terms introduced by the Supplier in these Conditions meaning delivery or making available for collection, as applicable.  
4.3 Any dates quoted for Delivery are approximate only and the time of Delivery is not of the essence. The Supplier shall not be liable for any delay in the Delivery of the Processed Composite Materials that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate Delivery instructions, or any other instructions that are relevant to the Delivery of the Processed Composite Materials.  
4.4 If the Customer fails to accept Delivery within three Business Days of the Supplier notifying the Customer that the Processed Composite Materials are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:  
4.4.1 Delivery of the Processed Composite Materials shall be deemed to have been completed at 9:00am on the third Business Day after the day on which the Supplier notified the Customer that the Processed Composite Materials were ready; and  
4.4.2 The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer for all related costs and expenses (including insurance).  
4.4.3 If the Customer fails to accept Delivery within ten Business Days of the Supplier notifying the Customer that the Processed Composite Materials are ready, then the Supplier may resell or otherwise dispose of part or all of the Processed Composite Materials and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the Price or charge the Customer for any shortfall below the Price.

## 5. CUSTOMER'S OBLIGATIONS AND INDEMNITY

5.1 The Customer shall:  
5.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;  
5.1.2 co-operate with the Supplier in all matters relating to the Services; and  
5.1.3 provide the Supplier with such information and materials as the Supplier may require in order to supply the Services, and ensure that such information is accurate in all material respects. This includes, but is not limited to, all necessary data regarding resins, fibres and fabrics supplied by the Customer to the Supplier.  
5.2 If the Supplier'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") then:  
5.2.1 the Supplier shall without limiting its other rights or remedies 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations; and  
5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and  
5.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.  
5.3 The Customer shall keep the Supplier indemnified against all liabilities, costs, expenses, damages or losses (including but not limited to 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 professional costs and expenses) that are incurred by the Supplier as a result of or in connection with:  
5.3.1 any inaccurate or incomplete data supplied by the Customer to the Supplier regarding resins, fabrics or fibres supplied by the Customer to the Supplier for the provision of Services;  
5.3.2 the supply by the Customer to the Supplier of fabrics, fibres or resin which the Supplier determines, at its sole discretion, are not fit for the purpose of providing the Services; and  
5.3.3 any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use by the Supplier in providing the Services of resins, fabric or fibres supplied by the Customer to the Supplier.

## 6. TITLE AND RISK

6.1 The risk in the Processed Composite Materials shall pass to the Customer on completion of delivery.  
6.2 Title to the Processed Composite Materials shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Processed Composite Materials and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Processed Composite Materials shall pass at the time of payment of all such sums.

6.3 Until title to the Processed Composite Materials has passed to the Customer, the Customer shall:

6.3.1 store the Processed Composite Materials separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;  
6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Processed Composite Materials;  
6.3.3 maintain the Processed Composite Materials in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;  
6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clauses 12.1.2 to 12.1.13 inclusive; and  
6.3.5 give the Supplier such information relating to the Processed Composite Materials as the Supplier may require from time to time.  
6.4 Subject to clause 6.5, the Customer may resell or use the Processed Composite Materials in the ordinary course of its business (but not otherwise) before the Supplier has received payment for the goods. However, if the Customer resells the goods before that time:  
6.4.1 It does so as principal and not as the Supplier's agent; and  
6.4.2 Title to the Processed Composite Materials shall pass from the Supplier to the Customer immediately before the time at which the resale by the Customer occurs.

6.5 If before title to the Processed Composite Materials passes to the Customer the Customer becomes subject to any of the events listed in clauses 12.1.2 to 12.1.13 inclusive then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell the Processed Composite Materials and use the Supplier's name in the ordinary course of its business ceases immediately; and  
6.5.2 the Supplier may at any time:  
6.5.2.1 require the Customer to deliver up all the Processed Composite Materials in its possession which have not been resold or irrevocably incorporated into another product;  
6.5.2.2 if the Customer fails to do so promptly, enter into any premises of the Customer or any third party where the Processed Composite Materials are stored in order to recover them.

## 7. QUALITY

7.1 In the event that the Supplier uses its own resins in providing the Services the Supplier warrants that on delivery the resin element of the Processed Composite Materials shall conform in all material respects with any specifications applicable to that resin.

7.2 In the event that the resin fails to comply with the warranties set out at clause 7.1 the Supplier's liability shall be limited to refunding to the Customer the Price for the Services supplied in relation to that part of the Processed Composite Materials which incorporates the defective resin.

7.3 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of any failure of the resin to comply with the warranties set out in clause 7.1.

7.4 The terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and any other implied conditions or warranties are, to the fullest extent permitted by law, excluded from the Contract.

## 8. PRICE AND PAYMENT

8.1 The Price shall be the price set out in the Supplier's quotation or as otherwise agreed in relation to the Contract as the case may be.  
8.2 The Supplier shall invoice the Customer upon delivery of the Processed Composite Material.

8.3 The Customer shall, except to the extent stated otherwise in the Contract, pay each invoice submitted by the Supplier:

8.3.1 within 30 days of the date of the invoice; and  
8.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier; and  
8.3.3 time for payment shall be of the essence of the Contract.

8.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

8.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above National Westminster Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after the expiry of the Contract. The Customer shall pay the interest together with the overdue amount.  
8.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) the Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## 9. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

## 10. CONFIDENTIALITY

A party (Receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (Disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

## 11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS PERSONAL INJURY

11.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:  
11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);  
11.1.2 fraud or fraudulent misrepresentation;  
11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1974 (title and quality);  
11.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.  
11.2 Subject to clause 11.1:  
11.2.1 the Supplier shall have no liability to the Customer, whether direct or indirect, and whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise for any costs, losses or expenses arising out of, under, in relation to or in connection with the Contract (and all such liability together being "Liability"), for any:  
11.2.1.1 loss of profit or anticipated profit;  
11.2.1.2 loss of sales, revenue, opportunity or business;  
11.2.1.3 loss of agreements or contracts;  
11.2.1.4 loss of anticipated savings;  
11.2.1.5 loss of or damage to goodwill or reputation;  
11.2.1.6 loss of use or corruption of software, information, data, fibre, fabric or resin;  
11.2.1.7 financial or economic loss; or  
11.2.1.8 indirect or consequential loss; and  
11.2.2 the Supplier's total aggregate Liability to the Customer shall, save as specified in clause 11.2.3, not exceed the Price.  
11.2.3 The Supplier's total aggregate Liability to the Customer for property damage caused by the negligence or breach of the Contract of the Supplier shall not exceed £500,000; and  
11.2.4 where the Customer is not the ultimate customer or end user of the Services and the Processed Composite Materials (such person being the "End User"), then the Customer shall indemnify the Supplier against any Liability to such End User to the extent that such Liability is in excess of the Liability that the Supplier would have to the Customer under the applicable Contract in relation to which the relevant Services and/or Processed Composite Materials were performed or supplied.

## 12. TERMINATION

12.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.1.1 the Customer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so;

12.1.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply,

12.1.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

12.1.4 a resolution is passed, or a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);

12.1.5 the Customer (being an individual) is the subject of a bankruptcy petition or order, is a creditor or contributory of the Customer, attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.1.7 an application is made to court or an order is made, for the appointment of an administrator or an administrator of the Customer is appointed or an administrator is appointed over the Customer (being a company);

12.1.8 the holder of a qualifying floating charge over the assets of that Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;

12.1.9 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

12.1.10 any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.2 to clause 12.1.9 (inclusive);

12.1.11 the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

12.1.12 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has become doubtful;

12.1.13 the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 5 days after being notified in writing to do so.

12.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.13, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

## 13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract for any reason:  
13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied (in whole or in part) but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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 and

13.1.3 clauses which expressly or by implication survive termination shall continue in full force and effect.

## 14. EXPORT

14.1 The Customer undertakes that it shall not export, directly or indirectly, any Processed Composite Material in breach of any applicable laws or regulations ("Export Control Laws"), including export laws and regulations of the United States, to any country for which any applicable government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. Furthermore, the Customer undertakes that it shall not otherwise export Processed Composite Material in breach of Export Control Laws.

14.2 The Customer undertakes contractually to oblige any third party to whom it sells or transfers any Processed Composite Material to make undertakings to it in similar terms to those set out at clause 14.1 above.

14.3 The Customer shall keep the Supplier indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct indirect or consequential losses, loss or profit, loss or reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier as a result of or in connection with the Customer not fully complying with the provisions of clauses 14.1 and/or 14.2.

## 15. FORCE MAJEURE

15.1 For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.  
15.2 The Supplier shall not be liable to the Customer as a result of any failure or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately, and without Liability on the part of the Supplier, by giving written notice to the Customer.

## 16. GENERAL

### 16.1 Assignment and other dealings.

16.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.  
16.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### 16.2 Notices.

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.  
16.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, at 9:00AM on the next Business Day after transmission.

16.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 16.3 Severance.

16.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or breach shall be deemed to have been waived or remedied under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.

16.5 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, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 Third parties. No person who is not a party to the Contract shall not have any rights to enforce its terms.

16.7 Variation. Except as set out in these Conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

16.8 Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

16.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).