

1. Definitions

In these Conditions, the following terms shall have the following meanings:

"Buyer" means the person, firm or company purchasing Goods and/or Services from DYWIDAG.

"Services" means the services supplied by DYWIDAG under or in relation to the Contract (including services supplied without charge).

"Work" means the work to be performed including delivery/deliveries to be made;

"Goods" means goods agreed to be supplied by, under or in relation to Contract (including any goods supplied without charge)

"Dywidag" means DYWIDAG-Systems International Saudi Arabia, LLC., a private limited company with its registered office in P.O.Box: 64014, Riyadh-Olaya 11536, Saudi Arabia;

"Personnel" means the employees, servants, directors, agents, consultants or other or other personnel of DYWIDAG or any of their subcontractors; and

"Contract" means any agreement between DYWIDAG and the Buyer for the sale of Goods and/or provision of Services, incorporating these Conditions;

2. Formation

2.1. Unless explicitly stated otherwise in writing, any written quotation or offer for the Goods shall be an indicative estimate only and no binding contract shall be created until Dywidag has sent an acceptance of the order to the Buyer.

2.2. Any quotation made by Dywidag is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that DYWIDAG has not previously withdrawn it.

2.3. Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions, or other representations (including any terms and conditions which the Buyer may purport to apply under any order, confirmation of order, specification or other document whatsoever and whenever).

2.4. These Conditions shall prevail unless expressly varied in writing and signed by an authorised person for and on behalf of Dywidag.

2.5. Dywidag reserves the right to modify these terms and conditions at any time. The modified terms and conditions will be disclosed to the Buyer in writing and shall be deemed to be accepted by the Buyer, if not refused by the Buyer in writing within fifteen days of its receipt. After becoming effective such modifications shall be applicable to all Goods and Services.

2.6. Any discrepancy in the delivery note or invoice, needs to be notified to Dywidag by Buyer within 48 hours from receipt of such delivery note or invoice.

3. Description of Goods and Services

3.1. The quantity, quality, description of and any specification for the Goods shall be as set out in Dywidag's acknowledgement of order or, in its absence, Dywidag's quotation.

3.2. All descriptions, technical specifications, designs, calculations, drawings and illustrations in catalogues and brochures, as well as offers to Buyers are for information purposes only and their sole purpose is to give an approximate idea of the Goods or Services described in them and will not form part of the Contract unless otherwise agreed in writing.

3.3. Dywidag reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable national or international laws and regulations and/or safety requirements which do not materially affect the quality or performance of the Goods and/or Services.

3.4. No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of Dywidag shall be construed to vary in any way any of these Conditions under this Contract.

3.5. Drawings, technical specifications, designs and calculations form part of the agreement if and insofar as reference is made thereto in the agreement. If the drawing deviates from the technical description, the latter will prevail.

3.6. Drawings, technical specifications, designs and calculations made by Dywidag or on its behalf remain the property of Dywidag.

4. Prices

4.1. All prices quoted by Dywidag are 'ex works', exclusive of value added tax, other similar taxes and all other applicable duties, rust protection, packaging and dispatch costs and/or other taxes, charges or duties imposed on the Goods as such, unless explicitly stated otherwise on the order confirmation. The Buyer shall be liable for all and any local taxes or charges as appropriate.

4.2. Unless otherwise agreed in writing, Dywidag's prices do not include any taxes, contributions, levies or other legal charges in connection with the production, storage, disposal, (the) transport, use or delivery of the Goods sold or the Services performed.

4.3. Changes in quoted prices, without prior notice and also after dispatch of the order confirmation, are expressly reserved.

4.4. Unless otherwise agreed in writing, Dywidag's prices for the Goods and/or Services may be subject to variation to take account of such variations in wages, materials or other costs of manufacture or supply since the date of DYWIDAG's quotation. Dywidag reserves the right at any time, by notifying the Buyer in writing to adjust the invoice price payable by the amount of any increase or decrease in such costs after the the price is quoted by Dywidag or the Buyer's order, without any liability on the part of Dywidag. The invoice so adjusted shall be payable as if it were the original Contract price.

4.5. Dywidag reserves the right to correct obvious mistakes or errors in the quotation.

4.6. Dywidag shall invoice the Buyer for the price of the Goods and/or Services in the currency stated on the invoice.

5. Terms of Payment

5.1. Unless agreed otherwise in writing by Dywidag, all payments due under any Contract shall be in the currency stipulated in the invoice and must be made by the Buyer within the agreed payment terms from the date of the invoice sent by Dywidag to the address provided by the Buyer. Time for payment shall be of the essence.

5.2. The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Dywidag to the Buyer. Dywidag may set off any claim of any kind whatsoever which the Buyer may have against Dywidag under the Contract or any other contract against any sum which would otherwise be due from the Buyer to Dywidag under the Contract or any other contract.

5.3. Notwithstanding any other provision all payments payable to Dywidag under the Contract shall become due immediately upon termination of the Contract for whatever reason.

5.4. If the Goods are partially delivered, Dywidag shall be entitled to invoice each delivery as and when delivery thereof has been made and payment shall be due in accordance with Condition 5.1 above in respect of each invoice.

5.5. Any failure by the Buyer to either pay any dues related to partial delivery in accordance with this Contract or failure to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such a default, to become due forthwith without any notice.

5.6. Prompt payment shall be a condition precedent to future deliveries of the Goods and/or Services due under any Contract.

6. Force majeure

6.1. Dywidag shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Goods and/or supply the Services arising from circumstances outside Dywidag's reasonable control including, but not limited to, acts of God, governmental actions or regulations, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's workforce), accidents, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

General Conditions of Services and Sale

6.2. Should Dywidag be prevented from delivering the Goods or supplying the Services in the circumstances at Condition 6.1, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Goods delivered.

7. Delivery period

7.1. Unless explicitly agreed otherwise in writing, all delivery dates from Dywidag are always approximate only and time for delivery shall not be of the essence. Dywidag shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of Goods and/or Services (unless caused by DYWIDAG's gross negligence or fraud).

7.2. If Dywidag is unable to timely meet an agreed delivery date due to unforeseen or other circumstances beyond Dywidag's control concerning production, suppliers or logistic service providers and/or in case of force majeure, all delivery dates are deemed to have been extended insofar as this is reasonably necessary.

7.3. Dywidag shall have the right to make partial deliveries of goods and at such intervals as it may decide. Any defect in any such delivery shall not be a ground for cancellation of the remainder of the deliveries and the Buyer shall be bound to accept further deliveries thereof.

7.4. Without prejudice to the warranties in Condition 10 below, the Buyer will be deemed to have accepted the Goods as being in accordance with the Contract and no liability for non-delivery, late delivery, loss of or damage to the Goods occurring post delivery or for any claim that the Goods are not in accordance with the Contract will attach to Dywidag unless:

7.4.1. Within forty-eight hours after the Buyer has taken delivery of the Goods the Buyer has notified Dywidag in writing of any defect of other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within forty-eight hours); or

7.4.2. the Buyer notifies Dywidag in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the effect or failure would not be so apparent within forty-eight hours of the date of delivery or collection, failing which the Buyer shall not be entitled to reject the Goods and Dywidag shall have no liability and the Buyer shall be bound to pay the Contract price as if the Goods has been delivered in accordance with the Contract.

7.5. In all cases where the Buyer notifies Dywidag of defects or shortages, Dywidag shall be afforded an opportunity to inspect the Goods (including when relevant by the Goods being returned to alteration is made thereto by the Buyer.

7.6. All requests for proof of delivery must be made within a period of forty-eight hours following the date of the invoice.

8. Passing of title and risk

8.1. The Goods are at the risk of the Buyer from the time of delivery by Dywidag, collection of the Goods by the Buyer, or receipt by Dywidag of payment in full for the Goods, whichever is earlier.

8.2. Full legal, beneficial and equitable title to and property in the Goods shall not pass to the Buyer until Dywidag has received in full (in cash or cleared funds) all sums due to it in respect of: (i) the Goods; and (ii) all other sums which are or which become due to Dywidag from the Buyer on any account.

8.3. Until full legal, beneficial and equitable title to and property in the Goods has passed to the Buyer, the Buyer shall:

8.3.1. store the Goods (at no cost to Dywidag) in a proper manner in conditions which adequately protect and preserve the Goods

8.3.2. keep the Goods separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Dywidag's property

8.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

8.3.4. maintain the Goods in satisfactory condition and keep them insured on Dywidag's behalf.

8.4. Dywidag shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving reasonable notice to the Buyer of its intention to do so.

8.5. The Buyer may use the Goods in the ordinary course of the Buyer's business before title has passed to it.

8.6. The Buyer's right to possession of the Goods shall terminate immediately upon the occurrence of any of the events specified in Condition 12.1 below.

8.7. Dywidag shall be entitled to recover payment for the Goods notwithstanding that title of any of the Goods has not passed from Dywidag to the Buyer. The Buyer grants Dywidag, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them, and the Buyer acknowledges that Dywidag shall have the right to intercept and repossess Goods in transit where the Buyer's right to possession has terminated.

8.8. Where Dywidag is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Dywidag to the Buyer in the order in which they were invoiced to the Buyer.

8.9. On termination of the Contract, howsoever caused, Dywidag's (but not the Buyer's) rights contained in this Condition shall remain in effect. Dywidag's rights and remedies set out this Condition 8 are in addition to and shall not in any way prejudice, limit or restrict and of Dywidag's other rights or remedies under Contract or in law.

9. Contracting Work

9.1. Dywidag shall provide the Work to the Buyer in accordance with the Contract applying reasonable skill and care.

9.2. If the standards and regulations applicable to the provisioning of services are changed after the order confirmation has been dispatched, Dywidag is entitled to include the related price changes in the contract price.

9.3. Settlement of extra or less Work takes place:

9.3.1. in the event of a written amendment to the assignment, inter alia as a result of deviations in the amounts of the provisional sums and deductible quantities;

9.3.2. in case of instructions by or on behalf of the government or public utility companies as a result of changed legal regulations after the order confirmation has been dispatched.

9.3.3. in the cases referred to in Condition 9.16.

9.4. If the total of the lesser Work exceeds the total of the extra work, Dywidag is entitled to an amount equal to 20% of the difference between those totals.

9.5. Where Dywidag is to perform Work, the Buyer shall ensure in a timely manner, that Dywidag has at his disposal:

9.5.1. procure safe and unhindered access to the premises/site for all the personnel to carry out the Work at all relevant times;

9.5.2. adequate power, lighting, heating, water, air safety and other such facilities or supplies required for the Work;

9.6. The Buyer shall provide adjacent to where the Work are to be provided, storage for the materials required for the Work;

9.7. The Buyer guarantees the correctness and completeness of all materials, data, information, procedures and instructions provided to Dywidag.

9.8. The Buyer is obliged to ensure that work and/or deliveries to be carried out by third parties, not forming part of Dywidag's work, are carried out in such a (timely) manner that the performance of the work can take place undisturbed.

9.9. If commencement or the progress of the work is delayed by factors for which the Buyer is responsible, the ensuing damage and costs incurred by Dywidag must be paid by the Buyer.

9.10. The work is deemed to have been completed 30 days after Dywidag has informed the Buyer in writing or orally that the work has been completed and the Buyer has failed to inspect the work within that period, or at an earlier point in time if the work was put into use or approved by the Buyer before that time.

9.11. Minor defects that can be properly remedied within the period referred to below in Condition 9.13 do not constitute a reason for withholding approval and therefore do not prevent completion.

9.12. If the Buyer withholds approval of the work, the Buyer must inform Dywidag thereof in writing, stating the exact reasons, and the Buyer must give Dywidag the opportunity to repair or redeliver the work.

- 9.13. The Buyer is, on penalty of forfeiture of rights, obliged to notify Dywidag in writing of the minor defects referred to in Condition 9.11 within 30 days after completion, stating the exact nature and basis of the complaint/complaints.
- 9.14. As far as any defects are concerned that the Buyer could not reasonably have discovered prior to completion, the Buyer is obliged, on penalty of forfeiture of rights, to inform Dywidag in writing, stating the exact nature and basis of the complaint/complaints within 14 days after the defect was discovered or should have been discovered, but not later than twelve months after completion.
- 9.15. The Buyer indemnifies Dywidag against all claims from third parties in connection with damage to non-completed parts of the work, which is caused by the use of the completed part of the work by the Buyer.
- 9.16. If the Buyer suspends the performance of the work, the Buyer must inform Dywidag thereof in writing, stating the grounds.
- 9.17. In the event of suspension, Dywidag is entitled to charge for the provisions it has to make as a result as extra work.
- 9.18. In the event of suspension, Dywidag is entitled to a proportional payment for the part of the work performed, increased by all costs reasonably incurred and to be incurred, arising from obligations that Dywidag already entered into with a view to the further fulfilment of the agreement, calculated from the moment when the suspension occurred. In doing so, account will be taken of building materials and supplies that have not yet been processed, insofar as these have become the property of the Buyer.
- 9.19. If the execution of the work is suspended for more than two months, Dywidag is entitled to terminate the agreement. In such case, the Buyer is obliged to pay the contract price, minus the savings resulting from Dywidag from the (premature) termination of the agreement and increased by the damage suffered by Dywidag as a result.
- 10. Warranties**
- 10.1. Where Goods and/or Services are supplied with a specific written warranty offered by Dywidag, such warranty shall apply instead of the warranty set out in Condition 10.2.
- 10.2. If the Buyer establishes to Dywidag's reasonable satisfaction within 12 months of the date of purchase of the Goods or performance of the Services that there is a defect in the materials or workmanship of the Goods or Services that are supplied not in accordance with the Contract then Dywidag shall at its option, at its sole discretion and within a reasonable time:
 - 10.2.1. repair or make good such defect or failure in such Goods free of charge to the Buyer (including all costs of transportation of any Goods or materials to and from the Buyer for that purpose); or
 - 10.2.2. replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services; or
- 10.3. Dywidag's liability under Condition 10.2 shall in no event exceed the purchase price of such Goods or services and performance of any one of the above options shall constitute an entire discharge of DYWIDAG's liability under this warranty.
- 10.4. Dywidag shall not be liable for breach of the warranty at Condition 13.2 above or any other warranty, guarantee or condition:
 - 10.4.1. arising from any defect in Goods, or from any defect in the performance of Services (or in any work product resulting from performance of Services) arising from any drawing, design, information, instruction or specification supplied by the Buyer; or
 - 10.4.2. arising from any acts, omissions negligence or default of the Buyer or arising from wilful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, abnormal use or use under abnormal conditions; or
 - 10.4.3. arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by Dywidag and/or any of its employees, agents, suppliers or subcontractors; or
 - 10.4.4. arising from incorporation, alteration, modification or conversion of the Goods with any other goods, products or systems outside the intended purpose of the Goods, or as a result of non-compatibility of the Goods with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by Dywidag without Dywidag's prior written approval;
 - 10.4.5. if the total price for the Goods and/or Services has not been paid by the due date for payment; or
 - 10.4.6. unless any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to Dywidag within Seven days after the Buyer discovers or ought to have discovered the defect or failure; or
 - 10.4.7. unless Dywidag is given a reasonable opportunity of examining such Goods or location at which the Services were performed and the Buyer (if asked to do so by Dywidag) returns such Goods or materials relating to the Services to Dywidag's place of business for the examination to take place there.
- 10.5. Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by law, custom usage or otherwise are excluded to the fullest extent permitted by law.
- 11. Liability**
- 11.1. The Buyer agrees that the provisions of Conditions 10 and this Condition 11 set out the entire financial liability of Dywidag (including for the acts and omissions of its employees, agents and sub-contractors) to the Buyer and the exclusive remedies of the Buyer against Dywidag in respect of:
 - 11.1.1. any breach of these conditions; and
 - 11.1.2. any use made by the Buyer of any of the Goods.
- 11.2. Dywidag shall not be liable to the Buyer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.
- 11.3. Dywidag shall not be liable for any indirect, special or consequential loss or damage howsoever arising.
- 11.4. Notwithstanding any other provision contained in these Conditions, Dywidag does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:
 - 11.4.1. arises out of the fraud or fraudulent misrepresentation of Dywidag; or
 - 11.4.2. is in respect of death or personal injury caused by gross negligence of Dywidag; or
 - 11.4.3. cannot be legally excluded or limited.
- 11.5. The total aggregate liability of Dywidag arising out of or in connection with performance or contemplated performance of the Contract, whether for negligence or breach of contract or any case whatsoever, shall in no event exceed one hundred per cent (100%) of the amounts actually paid by the Buyer to Dywidag under the Contract.
- 12. Buyer's Indemnity**
- 12.1. The Buyer shall be liable for and indemnifies Dywidag and shall keep Dywidag indemnified in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs (including legal costs), charges, expenses or other loss suffered by Dywidag arising:
 - 12.1.1. at law or under regulations detailed in Condition 10.5 or otherwise under statute; and/or
 - 12.1.2. in respect of any act, omission, negligence, and/or breach of the terms of these Conditions or otherwise through the default of the Buyer.
- 13. Intellectual and Industrial Property**
- 13.1. Dywidag reserves the right of ownership and copyright to all illustrations, drawings, calculations and documents of any nature whatsoever which it makes or in the creation of which it participates during the performance of its professional services and to which it has some Intellectual and Industrial property rights.
- 13.2. For these purposes, the "Intellectual and Industrial Property Rights" include all rights recognized by intellectual property law that are of a proprietary or operational nature for any purpose and use, as well as all rights recognized by industrial property law. The Client may not use or operate our

General Conditions of Services and Sale

Intellectual and Industrial Property Rights without our prior written consent, and the Customer does not acquire any rights to our Intellectual and Industrial Property Rights under any circumstances.

- 14. Confidentiality of information**
- 14.1. Unless otherwise stipulated in these terms and conditions or explicitly agreed otherwise in writing, all information Dywidag communicates to the Buyer, arising from or in connection with the preparation or performance of the agreement, is considered to be confidential ("Confidential Information"). The Buyer must keep the Confidential Information confidential and may not share it with any third party, except with written permission from Dywidag.
- 14.2. The Buyer may only share the information with employees, agents, representatives or advisers ("Personnel") who need this information to ensure the proper execution of the work to be carried out by Dywidag or who need it in connection with the performance of their own duties. Disclosure of Confidential Information is on a need-to-know basis and is subject to express confidentiality and non-disclosure undertakings between the Buyer and the Personnel.
- 14.3. The Buyer is entitled to disclose the Confidential Information only if: disclosure is required by a court or other governmental, regulatory or supervisory authority; (ii) the Confidential Information has entered the public domain (other than in connection with a violation of this Article by the Buyer or its Personnel); (iii) the Confidential Information was already lawfully in the possession of the Buyer before it was provided to the Buyer by Dywidag, and this information was not obtained directly or indirectly from Dywidag; (iv) the Buyer lawfully receives the Confidential Information from third parties, without it being subject to a duty of confidentiality; or (v) the communication of the Confidential Information was previously approved in writing by Dywidag.
- 14.4. The confidentiality stipulated in this Article continues to apply between Dywidag and the Buyer even after the termination of the contractual relationship, regardless of the cause of such termination.
- 15. Termination**
- 15.1. Without prejudice to any rights that have accrued under the Contract or any other rights or remedies, Dywidag may immediately suspend performance of the Contract, cancel any outstanding delivery of Goods and/or the supply of Services, stop any Goods in transit or by notice in writing to the Buyer terminate the Contract without liability to Dywidag in the event that:
 - 15.1.1. the Buyer fails to pay any sum payable under the Contract, or any other agreement between the Buyer and Dywidag within the agreed payment terms; or
 - 15.1.2. the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy; or
 - 15.1.3. the Buyer commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy or persists in such breach after Seven days of having been required in writing to remedy or desist.
- 15.2. The parties acknowledge and agree that a court order shall not be required to give effect to any termination of the Contract in accordance with its terms and these Conditions.
- 16. Waiver**
- The waiver by Dywidag of any right or the failure by Dywidag to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.
- 17. Severability**
- Each provision of this Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these conditions shall be held to be invalid or shall not apply to this Contract, the other conditions shall continue in full force and effect.
- 18. Assignment**
- The Buyer shall not assign, charge, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of Hilti. Hilti may at any time subcontract, transfer, mortgage, charge or deal with in any manner any or all of its rights and under the Contract to any third party.
- 19. Entire Agreement**
- 19.1. The Contract sets out the entire agreement and understanding between the Buyer and Dywidag in connection with the sale of Goods and the provision of Services and shall supersede and replace all documentation previously issued by Dywidag purporting to set out its terms and conditions of sale of Goods and/or Services. The Buyer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer been given any warranty, statement, promise or representation by Dywidag or on its behalf other than as expressly set out in the Contract. The Buyer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had.
- 19.2. The Buyer has been informed of the content of the provisions of this document. All provisions herein are accepted by the Buyer.
- 20. Applicable Law and Jurisdiction**
- 20.1. The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with the laws of the Kingdom of Saudi Arabia.
- 20.2. All disputes or claims arising out of or in relation to the Contract shall be subject to the exclusive jurisdiction of Saudi courts to which the parties irrevocably submit.