

**TERMS AND CONDITIONS OF SALE
AGREED TERMS**

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

Business Day: a day, other than a Saturday, Sunday or public holiday in England.

Contract Details: as stated on quotation to the Customer to be read in conjunction with these Terms and Conditions of Sale.

Commencement Date: the date of Delivery.

Delivery: the transfer of physical possession of the Equipment to the Customer at the Premises.

Delivery Date: date agreed with the Customer for delivery/installation of equipment.

Equipment: the type and number of equipment as set out in the Contract Details.

Initial Payment: the amount set out in the Contract Details.

Premises: location(s) defined by the Customer for delivery/installation of equipment.

Risk Period: the period during which the Equipment is at the sole of the risk of the Customer as set out in clause 7.2.

Subscription Payments: the payments made by or on behalf of Customer for hire of the Equipment also described as the Initial Payment and Monthly Subscription in the Contract Details.

Subscription Period: the period of hire as set out in the Contract Details.

Total Loss: the Equipment is, in HAVSPRO's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

VAT: value added tax chargeable in the UK.

1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made as at the date of this agreement under that legislation or legislative provisions.

1.9 A reference to **writing** or **written** includes email.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. This Contract

3. EQUIPMENT HIRE

3.1 HAVSPRO shall hire the Equipment to the Customer for use at the Premises subject to the terms and conditions of this agreement.

3.2 HAVSPRO shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

4. SUBSCRIPTION PERIOD

The subscription Period starts on the Delivery Date and shall continue for the period specified in the Contract Details unless and until this agreement is terminated earlier in accordance with its terms.

5. SUBSCRIPTION PAYMENTS AND INITIAL PAYMENT

5.1 The Customer shall pay the Subscription Payments to HAVSPRO in accordance with the Contract Details.

5.2 The Subscription Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

- 5.3 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.4 If the Customer fails to make a payment due to HAVSPRO under this agreement by the due date, then, without limiting HAVSPRO's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6. DELIVERY AND INSTALLATION**
- 6.1 Delivery shall be made by HAVSPRO who shall use all reasonable endeavours to effect Delivery by the Delivery Date. Risk shall transfer in accordance with clause 7 of this agreement.
- 6.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by HAVSPRO, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 6.3 To facilitate Delivery and installation, the Customer shall at its sole expense provide all requisite facilities (including all health and safety requirements), access and suitable working conditions which must be warm, dry and ventilated to enable Delivery and Installation to be carried out safely and expeditiously including, facilities, access and working conditions specified in these terms.
- 6.4 If the Customer fails to accept delivery of the Equipment on the Delivery Date, then, except where such failure is caused by HAVSPRO's failure to comply with its obligations under this agreement:
- (a) the Equipment shall be deemed to have been delivered at 9:00 am on the Delivery Date; and
 - (b) HAVSPRO shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 6.5 Delays in the installation process deemed to be at no fault of HAVSPRO, installations requested to be carried out on non-Business Days or non-consecutive days may incur additional charges.
- 6.6 It is the customers responsibility to ensure the viability and installation, including connection to vehicle power supply, if beacons are intended to be sited in vehicles.
- 6.7 Forced Sensor Upload (FSU) holsters should only be used a maximum of once per sensor within a 24 hour period unless directed by HAVSPRO staff. Exceeding this may result in premature depletion of batteries, HAVSPRO reserve the right to apply charges accordingly.
- 7. TITLE, RISK AND INSURANCE**
- 7.1 The Equipment shall at all times remain the property of HAVSPRO, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- 7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Subscription Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to HAVSPRO. During the Subscription Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as HAVSPRO may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as HAVSPRO may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as HAVSPRO may from time to time consider reasonably necessary and advise to the Customer in writing.

- 7.3 The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 7.4 The Customer shall give immediate written notice to HAVSPRO in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 7.5 If the Customer fails to effect or maintain any of the insurances required under this agreement, HAVSPRO shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 7.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to HAVSPRO and proof of premium payment to HAVSPRO to confirm the insurance arrangements.
- 8. CUSTOMER'S RESPONSIBILITIES**
- 8.1 The Customer shall during the term of this agreement:
- (a) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by HAVSPRO;
 - (b) take such steps (including compliance with all safety and usage instructions provided by HAVSPRO) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - (c) make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of HAVSPRO unless to comply with any mandatory modifications required by law or any regulatory authority or unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in HAVSPRO immediately on installation;
 - (d) make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of HAVSPRO unless to comply with any mandatory modifications required by law or any regulatory authority or unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in HAVSPRO immediately on installation;
 - (e) keep HAVSPRO fully informed of all material matters relating to the Equipment;
 - (f) permit HAVSPRO or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
 - (g) not, without the prior written consent of HAVSPRO, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (h) not without the prior written consent of HAVSPRO, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify HAVSPRO against all losses, costs or expenses incurred as a result of such affixation or removal;

- (i) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of HAVSPRO in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that HAVSPRO may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of HAVSPRO of any rights such person may have or acquire in the Equipment and a right for HAVSPRO to enter onto such land or building to remove the Equipment;
- (j) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify HAVSPRO and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify HAVSPRO on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (k) not use the Equipment for any unlawful purpose;
- (l) ensure that at all times the Equipment remains identifiable as being HAVSPRO's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (m) if the parties have not agreed to any extended term at agreed rates at the time, deliver up the Equipment at the end of the Subscription Period at such address as HAVSPRO requires, or if necessary allow HAVSPRO or its representatives access to the Premises or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (n) not do or permit to be done anything which could invalidate the insurances referred to in clause 7.

8.2 The Customer acknowledges that HAVSPRO shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse,

mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify HAVSPRO in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HAVSPRO arising out of, or in connection with any failure by the Customer to comply with the terms of this agreement.

8.3 Holsters and sensors may need to be replaced during the Subscription Period and this cost is included in the Subscription Payment. However, HAVSPRO reserves the right to charge the full list price for any sensors or holsters that are not provided to HAVSPRO at the time of replacement to reflect the fact that such Equipment cannot be refurbished and/or reused by HAVSPRO and holsters and sensors damaged through negligence, misuse, mishandling will be charged at full list price.

8.4 The Customer acknowledges that HAVSPRO shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with the removal of holsters from the customers tools.

9. WARRANTY

9.1 HAVSPRO warrants that the Equipment shall substantially conform to its specification (as made available by HAVSPRO), be of satisfactory quality and fit for any purpose held out by HAVSPRO. HAVSPRO shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within the Subscription Period, provided that:

- (a) the Customer notifies HAVSPRO of any defect in writing within two Business Days of the defect occurring or of becoming aware of the defect;
- (b) HAVSPRO is permitted to make a full examination of the alleged defect;
- (c) the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than HAVSPRO's authorised personnel;
- (d) the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

- (e) the defect is directly attributable to defective material, workmanship or design.

9.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by HAVSPRO, the Customer shall be entitled only to such warranty or other benefit as HAVSPRO has received from the manufacturer.

9.3 If HAVSPRO fails to remedy any material defect in the Equipment in accordance with clause 9.1, HAVSPRO shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Subscription Payments payable during the remaining term of the agreement and, if relevant, return any Initial Payment (or any part of it).

10. LIMITATION OF LIABILITY

10.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in this agreement limits any liability which cannot legally be limited including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 7 of the Supply of Goods and Services Act;
- (d) any matter in respect of which it would be unlawful for the parties to exclude or restrict liability.

10.3 Subject to clause 10.2, HAVSPRO's total liability to the Customer shall not exceed 100% of the Subscription Payments in a 6 month period.

10.4 Subject to clause 10.2, HAVSPRO shall not be liable under this agreement for any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

10.5 Subject to clause 10.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods

or services provided under this agreement are, to the fullest extent permitted by law, excluded from this agreement.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, HAVSPRO may terminate this agreement with immediate effect by giving written notice to the Customer or electronically prevent access if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment;
- (b) the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) 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 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (d) 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;
- (e) the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company);

- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
 - (j) a creditor or encumbrancer 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 the Customer's assets and such attachment or process is not discharged within 14 days;
 - (k) 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 11.1(c) to clause 11.1(j) (inclusive);
 - (l) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
 - (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.2 For the purposes of clause 11.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which HAVSPRO would otherwise derive from:
- (a) a substantial portion of this agreement; or
 - (b) any of the obligations set out in clause 8,
- over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 11.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.
- 11.4 The Customer may terminate this agreement with immediate effect by giving written notice to HAVSPRO if HAVSPRO commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to
- remedy that breach within a period of 14 days after being notified in writing to do so.
- 12. CONSEQUENCES OF TERMINATION OR EXPIRY**
- 12.1 On expiry or termination of this agreement, however caused:
- (a) HAVSPRO's consent to the Customer's possession of the Equipment shall terminate;
 - (b) HAVSPRO may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Premises at which the Equipment is located; and
 - (c) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to HAVSPRO on demand:
 - (i) all Subscription Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to, and
 - (ii) any costs and expenses incurred by HAVSPRO in recovering the Equipment or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).
 - (iii) All equipment as listed in the agreement shall be returned to HAVSPRO, any components deemed to be missing, damaged or modified shall be liable to charge at the current list price.
- 12.2 On termination of this agreement pursuant to clause 11.1, any other repudiation of this agreement by the Customer which is accepted by HAVSPRO or pursuant to clause 11.3, without prejudice to any other rights or remedies of HAVSPRO, the Customer shall pay to HAVSPRO on demand a sum equal to the whole of the Subscription Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Subscription Period. This clause does not apply in the event of termination by the Customer under clause 11.4.
- 12.3 All hardware shall be returned, at the clients expense, to HAVSPRO. Any damaged, modified or missing hardware shall be liable to charge at the full list price.

- 12.4 The sums payable pursuant to clause 12.2 shall be agreed compensation for HAVSPRO's loss and shall be payable in addition to the sums payable pursuant to clause 12.1(c). Such sums may be partly or wholly recovered from any Initial Payment.
- 12.5 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 12.6 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 13. FORCE MAJEURE**
- Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party. Failure to make payment is not a Force Majeure event.
- 14. CONFIDENTIAL INFORMATION**
- 14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 143; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 15. ASSIGNMENT AND OTHER DEALINGS**
- This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 16. ENTIRE AGREEMENT**
- 16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 17. VARIATION**
- No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18. NO PARTNERSHIP OR AGENCY**
- 18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19. FURTHER ASSURANCE**
- Each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver

such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

20. COUNTERPARTS

20.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

21. THIRD PARTY RIGHTS

21.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. NOTICES

22.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified from time to time.

22.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this clause 22.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a

waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. SEVERANCE

25.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

25.2 If any provision or part-provision of this agreement is deemed deleted under clause 25.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. GOVERNING LAW

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

27. JURISDICTION

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