

FLEET ASSIST TERMS & CONDITIONS

The following terms and conditions (the “**Conditions**”) set out the terms upon which Traffic Group Signals Limited (Company Number: 04552828) (the “**Company**”) allows the Customer to receive certain equipment rental services.

The customer's attention is particularly drawn to the provisions of clause 10 (liability).

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply to these terms and conditions.

“**Agreement**”: the contract between the Company and the Customer for the rental of the Equipment comprising the Order and these Conditions.

“**Business Day**”: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Collection Location**”: the location specified in the Order, or as otherwise agreed in writing **between the parties**.

“**Commencement Date**”: the date that the Customer takes Delivery of the Equipment.

“**Company**”: Traffic Group Signals Ltd. (Company Number: 04552828) whose registered office is at White Lion House, Gloucester Road, Staverton, Cheltenham, Gloucestershire, GL51 0TF.

“**Customer**”: the individual or legal entity with whom the Agreement is made and as specified in the Order.

“**Delivery**”: the transfer of physical possession of the Equipment to the Customer at the Delivery Location or the Collection Location (as applicable).

“**Delivery Location**”: the location specified in the Order, or as otherwise agreed in writing between the parties.

“**Equipment**”: the items of equipment listed in the Order.

“**Fleet Assist Payments**”: the payments made by or on behalf of Customer for the rental of the Equipment as set out in the Payment Schedule.

“**Fleet Assist Period**”: the period of rental as set out in clause 4 (Fleet Assist Period).

“**Order**”: the order placed by the Customer as detailed in any accepted quotation provided by the Company to the Customer or the Customer’s purchase order, as the case may be.

“**Payment Schedule**”: the sums payable under the Agreement as specified in the Order.

“**Replacement Cost**”: the cost of replacing any item of Equipment or part of it including but not limited to the cost of the item or part of it, any unpaid Fleet Assist Payments that would otherwise have been paid by the Customer were it not for such replacement, and a reasonable administrative charge to be determined by the Company covering the cost to the Company of administering the replacement.

“**Return**”: the transfer of physical possession of the Equipment back to the Company at the Return Location or otherwise (as applicable).

“**Return Location**”: the location specified in the Order, or as otherwise agreed in writing between the parties.

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

“**VAT**”: value added tax chargeable in the UK.

“Provider”: Arkon Services Limited (Company Number: 10510691), a company of Traffic Group Signals, whose registered office is at White Lion House, Gloucester Road, Staverton, Cheltenham, Gloucestershire, GL51 0TF. The Provider is responsible for the fulfilment of the Agreement.

- 1.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2 A reference to **writing** or **written** includes fax and e-mail.
- 1.3 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. BASIS OF AGREEMENT

- 2.1 These Conditions apply to the Agreement 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.
- 2.2 The Order constitutes an offer by the Customer to rent the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Agreement shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 A quotation for the rental of the Equipment given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days³ from its date of issue.

3. EQUIPMENT RENTAL

- 3.1 The Company shall rent the Equipment to the Customer subject to the terms of the Agreement.
- 3.2 The Company shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.

4. FLEET ASSIST PERIOD

- 4.1 The Fleet Assist Period starts on the Commencement Date and shall continue for the period specified in the Order unless the Agreement is terminated earlier in accordance with its terms.

- 4.2 The Fleet Assist Period shall in all instances be for a minimum period of 12 weeks (the “**Minimum Term**”), notwithstanding the return of any Equipment prior to the expiry of the Minimum Term. For the avoidance of doubt the Customer will be liable to pay the Fleet Assist Payments for the Minimum Term, notwithstanding the early return of any Equipment.
- 4.3 To the extent that some, but not all of the Equipment the subject of an Order, is returned to the Company the Fleet Assist period shall be deemed to be continuing in respect of any Equipment not returned.

5. FLEET ASSIST PAYMENTS

- 5.1 The Customer shall pay the Fleet Assist Payments to the Company in accordance with the Payment Schedule. The Fleet Assist Payments shall be paid in pounds sterling and shall be made by Bank Transfer.
- 5.2 The Fleet Assist 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 the 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 the Company under the Agreement by the due date, then, without limiting the Company’s remedies under clause 11 (**Termination**), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 5.5 Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

6. DELIVERY AND RETURN

- 6.1 Delivery of the Equipment shall be made by the **Provider** at the Collection Location or Delivery Location (as specified in an Order). The **Provider** shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 7 (Title, risk and insurance) of the Agreement.
- 6.2 As agreed between the parties in writing, Return of the Equipment shall be made by the Customer at the Return Location (or otherwise).
- 6.3 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Collection Location or the Delivery Location for the Delivery of the Equipment. Acceptance of Delivery by such representative (and to the extent required the signing of the relevant Fleet Assist delivery note) 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).

- 6.4 Similarly, the Customer shall procure that a duly authorised representative of the Customer shall be present at the Return Location for the Return of the Equipment and that such authorised representative shall sign the relevant Fleet Assist collection note which shall constitute conclusive evidence of the condition in which the Equipment has been returned to the Company (save as regards any latent defects not reasonably apparent on inspection).
- 6.5 Upon the Return of any of the Equipment, the Customer will be liable for the full weekly Fleet Assist Payment in respect of the Equipment so returned, notwithstanding that it is returned part way through a week. For the avoidance of doubt a week is the period of seven days from and to midnight on Sunday night.

7. TITLE, RISK AND INSURANCE

- 7.1 The Equipment shall at all times remain the property of the Company, 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 the 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 Fleet Assist Period and any further term during which the Equipment is in the possession, custody or control of the Customer (the “**Risk Period**”) until such time as the Equipment is redelivered to or collected by the Company, as evidenced by the signing by the parties of a Fleet Assist collection note. During the Fleet Assist Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 7.2.1 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 the Company may from time to time nominate in writing;
- 7.2.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company 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
- 7.2.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Customer.
- 7.3 The Customer shall be responsible to the Company for all costs and expenses in respect of:
- 7.3.1 rectifying any damage to the Equipment (fair wear and tear excepted) which occurred during the period in which the Equipment was at the Customer’s risk in accordance with clause 7.2;
- 7.3.2 cleaning the Equipment following collection of the Equipment, in each case to return the Equipment to a condition fit for further rental;
- 7.3.3 the Replacement Cost in respect of lost or stolen Equipment and/or Equipment which is beyond economic repair and the Customer will continue to pay the Fleet Assist Payments, in accordance with clause 5, until the Replacement Cost has been received by the Company,

in each case such costs and expenses shall be confirmed to the Customer by the Company with supporting evidence (to the extent required).

- 7.4 The Customer shall give immediate written notice to the Company 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 the Agreement, the Company 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 the Company and proof of premium payment to the Company to confirm the insurance arrangements.

8. CUSTOMER'S RESPONSIBILITIES

8.1 The Customer shall during the term of the Agreement:

- 8.1.1 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 the Company;
- 8.1.2 ensure that any Equipment that requires recharging, is recharged in accordance with the recharging guidelines provided by the Company;
- 8.1.3 take such steps (including compliance with all safety and usage instructions provided by the Company) 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;
- 8.1.4 keep the Equipment in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted), however for the avoidance of doubt the Customer must not carry out any maintenance or repairs to the Equipment and should maintenance or repair be required the must contact the Company who will use its reasonable endeavours to undertake such repairs or maintenance as quickly as possible;
- 8.1.5 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment, including for the avoidance of doubt any batteries or control units without the written consent of the Company. Title and property in all substitutions, replacements, renewals made in or to the Equipment (in breach of this clause 8.1.5 or otherwise) shall vest in the Company immediately upon installation;
- 8.1.6 keep the Company fully informed of all material matters relating to the Equipment;
- 8.1.7 at all times keep the Equipment in the possession or control of the Customer and to not interfere with any tracking devices installed on the Equipment;
- 8.1.8 permit the Company or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;

- 8.1.9 not, without the prior written consent of the Company, 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;
- 8.1.10 not without the prior written consent of the Company, 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 the Company against all losses, costs or expenses incurred as a result of such affixation or removal;
- 8.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company 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 the Company may enter such land or building and recover the Equipment both during the term of the 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 the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment;
- 8.1.12 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 the Company and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 8.1.13 not use the Equipment for any unlawful purpose;
- 8.1.14 ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment and shall not remove any such sign affixed by the Company;
- 8.1.15 deliver up the Equipment at the end of the Fleet Assist Period or on earlier termination of the Agreement at the Return Location, or if necessary allow the Company or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment; and
- 8.1.16 not do or permit to be done anything which could invalidate the insurances referred to in clause 7 (Title, risk and insurance).
- 8.2 The Customer acknowledges that the Company 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 undertakes to indemnify the Company on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of the Agreement.

9. Warranty

- 9.1 The Company warrants that the Equipment shall substantially conform to its specification (as made available by the Company), be of satisfactory quality and fit for any purpose held out by the Company. The Company shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself, provided that:
- 9.1.1 the Customer notifies the Company of any defect in writing within 24 hours of the defect occurring or of becoming aware of the defect;
 - 9.1.2 the Company is permitted to make a full examination of the alleged defect;
 - 9.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Company's authorised personnel;
 - 9.1.4 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
 - 9.1.5 the defect is directly attributable to defective material, workmanship or design.
- 9.2 If the Company fails to remedy any material defect in the Equipment in accordance with clause 9.1, the Company shall, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Fleet Assist Payments payable during the remaining term of the Agreement.

10. LIABILITY

- 10.1 Without prejudice to clause 10.2, the Company's maximum aggregate liability for breach of the Agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £1,000,000 (one million pounds).
- 10.2 Nothing in the Agreement shall exclude or in any way limit:
- 10.2.1 either party's liability for death or personal injury caused by its own negligence; or
 - 10.2.2 either party's liability for fraud or fraudulent misrepresentation.
- 10.3 The Agreement sets forth the full extent of the Company's obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in the Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 10.4 Without prejudice to clause 10.2, neither party shall be liable under the Agreement for any:
- 10.4.1 loss of profit;

10.4.2 loss of revenue

10.4.3 loss of business; or

10.4.4 indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, the Company may terminate the Agreement with immediate effect by giving notice to the Customer if:

- 11.1.1 the Customer fails to pay any amount due under the Agreement on the due date for payment;
- 11.1.2 the Customer commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of two days after being notified to do so;
- 11.1.3 the Customer repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 11.1.4 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 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;
- 11.1.5 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 other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 11.1.6 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) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 11.1.7 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);
- 11.1.8 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;
- 11.1.9 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;
- 11.1.10 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;

11.1.11 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 11.1.4 to clause 11.1.10 (inclusive);

11.1.12 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 11.1.2, **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 the Company would otherwise derive from:

11.2.1 a substantial portion of the Agreement; or

11.2.2 any of the obligations set out in clause 8,

over the term of the 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 The Agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

12. CONSEQUENCES OF TERMINATION

12.1 Upon termination of the Agreement, however caused:

12.1.1 the Company's consent to the Customer's possession of the Equipment shall terminate and the Company may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located; and

12.1.2 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to the Company on demand:

- (a) all Fleet Assist Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.4;
- (b) any costs and expenses incurred by the Company in recovering the Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

12.2 Upon termination of the Agreement pursuant to clause 11.1, any other repudiation of the Agreement by the Customer which is accepted by the Company or pursuant to clause 11.3, without prejudice to any other rights or remedies of the Company, the Customer shall pay to the Company on demand a sum equal to the whole of the Fleet Assist 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 Fleet Assist Period, less a discount for accelerated payment at the percentage rate set out in the Payment Schedule.

- 12.3 The sums payable pursuant to clause 12.2 shall be agreed compensation for the Company's loss and shall be payable in addition to the sums payable pursuant to clause 12.1.2.
- 12.4 Termination or expiry of the 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

- 13.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two weeks, the party not affected may terminate the Agreement by giving seven days' written notice to the other.

14. ASSIGNMENT AND OTHER DEALINGS

- 14.1 The 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 the Agreement.

15. ENTIRE AGREEMENT

- 15.1 The 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.
- 15.2 Each party acknowledges that in entering into the 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 the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

16. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. NO PARTNERSHIP OR AGENCY

- 17.1 Nothing in the 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.
- 17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. FURTHER ASSURANCE

Each party shall, and 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 the Agreement.

19. THIRD PARTY RIGHTS

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

19.2 The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

20. NOTICES

20.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:

20.1.1 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

20.1.2 sent by fax to its main fax number or sent by email to the address specified in the Order.

20.2 Any notice shall be deemed to have been received:

20.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

20.2.2 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; and

20.2.3 if sent by fax or email, at the time of transmission, of this time falls outside Business Hours at 9.00 am on the next Business Day after transmission.

20.3 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.

21. WAIVER

21.1 No failure or delay by a party to exercise any right or remedy provided under the 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.

22. RIGHTS AND REMEDIES

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

23. SEVERANCE

23.1 If any provision or part-provision of the 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 the Agreement.

23.2 If any provision or part-provision of the Agreement is deemed deleted under clause 23.1 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.

24. GOVERNING LAW

24.1 The 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.

25. JURISDICTION

25.1 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 the Agreement or its subject matter or formation.