

**Invoice Date:** 11.09.2018

**Deadline:** 11.09.2018

**Invoice No. 1003**

**Client**

**Rem SRL**

Address Via Ferruccia 16a  
Patrica, 03010 Frosinone, Italy

Tax/VAT No. 02240470605

Order No.

Customer Rem SRL

Delivery Via Ferruccia 16a  
Address Patrica, 03010 Frosinone, Italy

Contact Alfredo Evangelisti

**Pro Servo**

Address 13 Orchard Street  
BS1 5EH  
United Kingdom

Reg. No. 8056482

Tax/VAT GB135915800

No.

Object	Product group	Product name & additional info	Quantity	Price	Sum
Electrical - 8536101	Other	IBS-24-BK-T Nuovo in box aperto - 12 mesi di garanzia	1	512.00	512.00
Electrical - 8536101	Other	IBS-24-BK-T Articolo usato - 6 mesi di garanzia	1	278.00	278.00
	Project Expenses	Spedizione Express	1	54.00	54.00
	Other	PROCEDURA D'EMERGENZA	1	116.00	116.00
<b>Weight in KG:</b>	4				

**Subtotal: 960.00**

Tax: 0.00

**Total (GBP): 960.00**

Prepayment (GBP): -960.00

**To be paid (GBP): 0.00**

**Total sum**

**0.00**

Comment: IBS-24-BK-T  
11.09.2018

Bank HSBC Bank PLC  
SWIFT MIDLGB22  
IBAN GB60MIDL40141841828886

**Paid**



## STANDARD TERMS AND CONDITIONS

The customer's attention is drawn in particular to the provisions of clause 11.

### 1. Interpretation

- 1.1 Definitions:
  - "Bribery Laws": means the Bribery Act 2010 and all other applicable UK legislations, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.
  - "Business Day": a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
  - "Conditions": the terms and conditions set out in this document.
  - "Contract": the contract between Pro Servo and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
  - "Customer": the person or firm who purchases the Goods and/or the Repair Services from Pro Servo.
  - "Force Majeure Event": an event or circumstance beyond a party's reasonable control.
  - "Goods": the goods (or any part of them) set out in the Order.
  - "Order": the Customer's order for the Goods and/or Repair Services, as set out in the Customer's purchase order form or the Customer's written acceptance of Pro Servo's quotation as the case may be.
  - "Pro Servo": Pro Servo Limited (registered in England and Wales with company number 08056482 whose registered office is at 13 Orchard Street, Bristol, BS1 5EH).
  - "Repair Services": the repair services supplied by Pro Servo to the Customer as set out in the Order.
  - "Service Exchange": has the meaning given in clause 8.4
- 1.2 Interpretation:
  - 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
  - 1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  - 1.2.3 a reference to writing or written includes emails but not fax.

### 2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Repair Services 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 Pro Servo issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 An Order for Goods that are stocked by Pro Servo may be cancelled by the Customer prior to confirmation from Pro Servo that the Goods have been dispatched for delivery. Where the Customer has placed an Order for Goods which Pro Servo have specifically had to source and order, the decision whether to accept cancellation of such an Order prior to dispatch shall be at Pro Servo's sole discretion.
- 2.5 Where a Customer cancels an Order after Goods have been shipped, the Goods must be returned to Pro Servo at the Customer's cost within 7 days of delivery of the Goods and Pro Servo shall be entitled to deduct a restocking fee of 25% of the price of the returned Goods from any refund it issues to the Customer in respect of that Order.
- 2.6 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.
- 2.7 Any samples, drawings, descriptive matter or advertising produced by Pro Servo and any descriptions or illustrations contained in Pro Servo's catalogues or brochures or on their website, are produced for the sole purpose of giving an approximate idea of the Goods and/or Repair Services referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.8 A quotation for the Goods given by Pro Servo shall not constitute an offer. A quotation shall be subject to availability and in any event shall only be valid for a period of 20 Business Days from its date of issue.
- 2.9 All of these Conditions shall apply to the supply of both Goods and Repair Services except where application to one or the other is specified.

### 3. Delivery of Goods

- 3.1 Pro Servo shall ensure that:

- 3.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Pro Servo reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 3.1.2 if Pro Servo requires the Customer to return any packaging materials to Pro Servo, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Pro Servo shall reasonably request. Returns of packaging materials shall be at Pro Servo's expense.
- 3.2 Pro Servo shall deliver the Goods to the carrier at the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after Pro Servo notifies the Customer that the Goods are ready.
- 3.3 Delivery is completed when the Goods have been handed over to the carrier by Pro Servo.
- 3.4 If the Customer fails to take delivery of the Goods from the carrier then, except where such failure is caused by a Force Majeure Event or Pro Servo's failure to comply with its obligations under the Contract:
  - 3.4.1 the Goods will be returned to Pro Servo by the carrier; and
  - 3.4.2 Pro Servo may at its option:
    - (a) restock the Goods and charge a restocking fee of 25% of the price of the returned Goods; or
    - (b) resell or otherwise dispose of part of all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Pro Servo shall not be liable for any delay in delivery of the Goods that is caused by:
  - 3.5.1 a Force Majeure Event;
  - 3.5.2 the Customer's failure to provide Pro Servo with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; or
  - 3.5.3 the Customer's failure to make the Delivery Location available or to prepare the Delivery Location as required for delivery.
- 3.6 If Pro Servo fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Pro Servo shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Pro Servo with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.7 Pro Servo may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 3.8 The Customer shall have in place contracts of insurance with reputable insurers to cover the delivery of the Goods. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

#### 4. Import and Export Licences

- 4.1 The Customer is responsible for obtaining, at its own cost, such import licence and other consents, licences and clearances in relation to the Goods as are required from time to time and, if required by Pro Servo, the Customer shall make those licences and consents available to Pro Servo prior to the relevant shipment of Goods.
- 4.2 Without limiting clause 4.1, the Customer will at its own cost provide to Pro Servo, or (where local laws or regulations require Pro Servo to do so) assist Pro Servo in procuring, any documents necessary under applicable laws and regulations for Pro Servo to export the Goods to the Delivery Location in accordance with such laws and regulations.

#### 5. Quality

- 5.1 Subject to clause 5.2, Pro Servo warrants that, unless otherwise stated, on delivery, and for a period of:
  - 5.1.1 12 months from the date of delivery for new Goods (excluding electrical safety devices); and
  - 5.1.2 6 months from the date of delivery for second-hand Goods (excluding electrical safety devices)
 (warranty period), the Goods shall be free from material defects in design, material and workmanship.
- 5.2 Pro Servo warrants that on delivery any Goods which only constitute electrical safety devices shall be free from material defects in design, material and workmanship.
- 5.3 Pro Servo expressly does not warrant that the Goods will be fit for any particular purpose whether or not made known by the Customer to Pro Servo.
- 5.4 Subject to clause 5.7, if:
  - 5.4.1 the Customer gives notice in writing to Pro Servo during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - 5.4.2 Pro Servo is given a reasonable opportunity of examining such Goods; and
  - 5.4.3 the Customer (if asked to do so by Pro Servo) returns such Goods to Pro Servo's place of business at the Customer's cost,

- Pro Servo shall:
  - 5.4.4 at its sole discretion assess whether a defect in the Goods exists and whether such defect is covered by the warranty at clause 5.1; and
  - 5.4.5 at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.5 Where Pro Servo assesses that defective Goods are covered by the warranty at clause 5.1 and opts to repair or replace the defective Goods in accordance with clause 5.4.5, it shall pay for the cost of delivering repaired or replacement Goods to the Customer.
- 5.6 Where Pro Servo assesses that defective Goods are covered by the warranty at clause 5.1 and opts to replace the defective Goods, it may replace defective Goods with either used or refurbished Goods of the same type.
- 5.7 Pro Servo shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
  - 5.7.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.4;
  - 5.7.2 the defect arises because the Customer failed to follow manufacturer's instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 5.7.3 the defect arises because the Customer failed to have the Goods installed by appropriately qualified personnel;
  - 5.7.4 the defect arises as a result of Pro Servo following any drawing, design or specification supplied by the Customer;
  - 5.7.5 the Customer alters or repairs such Goods without the written consent of Pro Servo or, having received such consent, not in accordance with Pro Servo's instructions;
  - 5.7.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, failure of another machine part associated with the use of the Goods, lightning or abnormal storage or working conditions; or
  - 5.7.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.8 Except as provided in this clause 5 Pro Servo:
  - 5.8.1 gives no warranties and makes no representations in relation to the Goods; and
  - 5.8.2 the remedies set out in clause 5.4 shall be exclusive and Pro Servo shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.10 These Conditions shall apply to any repaired or replacement Goods supplied by Pro Servo.

## 6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
  - 6.2.1 Pro Servo receiving payment in full (in cash or cleared funds) for the Goods; and
  - 6.2.2 the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
  - 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Pro Servo's property;
  - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - 6.3.4 notify Pro Servo immediately if it becomes subject to any of the events listed in clause 10.1;
  - 6.3.5 give Pro Servo such information relating to the Goods as Pro Servo may require from time to time; and
  - 6.3.6 on reasonable notice permit Pro Servo to inspect the Goods during the Customer's normal business hours and provide Pro Servo with such information concerning the Goods as Pro Servo may request from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Pro Servo receives payment for the Goods. However, if the Customer resells the Goods before that time:
  - 6.4.1 it does so as principal and not as Pro Servo's agent; and
  - 6.4.2 title to the Goods shall pass from Pro Servo to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy Pro Servo may have:
  - 6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - 6.5.2 Pro Servo may at any time:

- (a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 7. Supply of Repair Services

- 7.1 Pro Servo shall supply the Repair Services to the Customer as set out in the quotation, which shall be provided to the Customer following receipt of the item(s) and testing by Pro Servo.
- 7.2 Any dates quoted for completion of Repair Services are estimates only, and time shall not be of the essence for performance of the Repair Services.
- 7.3 Pro Servo warrants to the Customer that the Repair Services will be provided using reasonable care and skill.
- 7.4 Pro Servo cannot guarantee that a repair will be possible and will inform the Customer as soon as possible if an attempted repair has not been successful. In the event that a repair is not possible the Customer shall only pay for the costs of returning the item(s) to the Customer.
- 7.5 The Customer shall:
  - 7.5.1 co-operate with the Supplier in all matters relating to the Repair Services;
  - 7.5.2 supply the item(s) to be the subject of the Repair Services to Pro Servo's place of business at the Customer's cost;
  - 7.5.3 provide Pro Servo with such information and materials as Pro Servo may reasonably require in order to supply the Repair Services, and ensure that such information is complete and accurate in all material respects; And
  - 7.5.4 pay to Pro Servo the costs for testing and return of the item(s) to the Customer in the event that the Customer decides not to proceed with a repair following receipt of Pro Servo's quotation for Repair Services in accordance with clauses 7.1 or 8.3.

## 8. Price and payment

- 8.1 The price of the Goods shall be the price set out in the Order.
- 8.2 The estimated price for the Repair Services shall be set out in Order and shall be based upon the results of testing carried out by Pro Servo. The price for Repair Services is subject to change in the event that Pro Servo discovers further issues with the item(s) which will increase the cost of the Repair Services and which were not detectable during the initial testing carried out by Pro Servo.
- 8.3 In the event that Pro Servo seeks to increase the price for the Repair Services in accordance with clause 8.2 above, Pro Servo shall contact the Customer to inform them of the increased costs and to seek their authority to proceed. If the Customer does not agree to the increased costs, they must comply with the provisions of clause 7.5.4.
- 8.4 Pro Servo may, at its sole discretion, agree to charge a discounted price for the Goods in return for receiving from the Customer a faulty part which is capable of being repaired and refurbished by Pro Servo for onward sale (a "Service Exchange").
- 8.5 Pro Servo may, by giving notice to the Customer at any time before confirming an Order, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  - 8.5.1 any Force Majeure Event (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 8.5.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification;
  - 8.5.3 any delay caused by any instructions of the Customer or failure of the Customer to give Pro Servo adequate or accurate information or instructions; or
- 8.6 The price of the Goods and/or the charges for the Repair Services:
  - 8.6.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Pro Servo at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - 8.6.2 excludes the costs and charges of packaging, insurance and transport of the Goods and customs, handling and import or export duties which shall be invoiced to the Customer.
- 8.7 Pro Servo may invoice the Customer for the Goods on or at any time after the completion of delivery. In respect of the Repair Services, Pro Servo shall invoice the Customer on completion of the Repair Services. Invoices sent by Pro Servo to the Customer shall be deemed to have been received and accepted by the Customer 7 days after the date on which Pro Servo sent the invoice.
- 8.8 The Customer shall, unless otherwise agreed between the parties, pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Pro Servo. Time for payment is of the essence.
- 8.9 If the Customer fails to make any payment due to Pro Servo under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together

with the overdue amount.

- 8.10 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Pro Servo may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Pro Servo to the Customer.

## 9. Service Exchange

- 9.1 Where it has been agreed to proceed on the basis of a Service Exchange, the Customer will within 10 days of delivery of the Goods send the faulty part to Pro Servo at its own cost.
- 9.2 Wherever possible, before accepting an Order in accordance with clause 2.3 on a Service Exchange basis, Pro Servo shall decide at its sole discretion whether the faulty part is capable of being repaired.
- 9.3 Where:
  - 9.3.1 it was not possible for Pro Servo to confirm the eligibility of a faulty part for a Service Exchange before accepting an Order and having accepted an Order on a Service Exchange basis, Pro Servo discovers that a faulty part is not capable of repair; or
  - 9.3.2 the Customer fails to send the faulty part to Pro Servo in accordance with clause 9.1
- Pro Servo reserves the right to increase the price of the Goods to the price they would have been if a Service Exchange had not been agreed between the parties.
- 9.4 Where Pro Servo determines before accepting an Order that a faulty part is not capable of being repaired, the price of the Goods will not be eligible for a discount and no Service Exchange will be available.

## 10. Termination

- 10.1 Without limiting its other rights or remedies, Pro Servo may terminate this Contract with immediate effect by giving written notice to the Customer if:
  - 10.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of being notified in writing to do so;
  - 10.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 10.1.4 the Customer's financial position deteriorates to such an extent that in Pro Servo's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without limiting its other rights or remedies, Pro Servo may suspend provision of the Goods of supply of the Repair Services under the Contract or any other contract between the Customer and Pro Servo if the Customer becomes subject to any of the events listed in clause 10.1.1 to clause 10.1.4, or Pro Servo reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.3 Without limiting its other rights or remedies, Pro Servo may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to Pro Servo all of Pro Servo's outstanding unpaid invoices and interest.
- 10.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Pro Servo to terminate the Contract under this clause 9, it shall immediately notify Pro Servo in writing.
- 10.6 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 10.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 11. Limitation of liability

- 11.1 Nothing in these Conditions shall limit or exclude Pro Servo's liability for:
  - 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - 11.1.2 fraud or fraudulent misrepresentation;
  - 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- 11.1.4 any matter in respect of which it would be unlawful for Pro Servo to exclude or restrict liability.
- 11.2 Subject to clause 11.1:
  - 11.2.1 Pro Servo shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
  - 11.2.2 Pro Servo shall under no circumstances whatsoever be liable to the Customer for any loss of data, software, settings or parameters which occur as a result of Pro Servo carrying out a repair on defective Goods; and
  - 11.2.3 Pro Servo's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

## 12. Anti-bribery

- 12.1 For the purposes of this clause 12 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 12.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
  - 12.2.1 all of that party's personnel;
  - 12.2.2 all others associated with that party; and
  - 12.2.3 all of that party's subcontractors;
  - involved in performing the Contract so comply.
- 12.3 Without limitation to clause 12.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 12.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 12.

## 13. Force majeure

- Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this Contract by giving 10 days' written notice to the affected party.

## 14. Languages

- 14.1 This Contract is made in the English language.
- 14.2 Each document, notice, waiver, variation and written communication whether in hard copy or electronic form made or delivered by one party to another pursuant to this Contract will be in the English language or accompanied by a translation into English certified by an officer of the person making or delivering the same as being a true and accurate translation.
- 14.3 The English language version of this Contract and any document, notice, waiver, variation and written communication relating to this Contract will prevail over any translation and any version in any other language.

## 15. General

- 15.1 Assignment and other dealings.
  - 15.1.1 Pro Servo may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  - 15.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Pro Servo.
- 15.2 Entire agreement.
  - 15.2.1 This Contract 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.
  - 15.2.2 Each party agrees that it 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.
- 15.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

- 15.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.6 Notices.
  - 15.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and in English, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
  - 15.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
  - 15.6.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.7 Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.
- 15.8 No partnership or agency. The parties are independent persons and are not partner, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 15.9 Compliance with law. The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under on in connection with the Contract.
- 15.10 Governing law and Jurisdiction.
  - 15.10.1 The Contract, 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.
  - 15.10.2 Except as provided in clause 15.10.3, the parties irrevocably agree 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 Contract or its subject matter or formation.
  - 15.10.3 Pro Servo may issue proceedings (whether concurrently or not with proceedings referred to in clause 15.10.2) against the Customer in the jurisdiction of incorporation of the Customer to the extent permitted by the law applicable in that jurisdiction.
  - 15.10.4 To the extent permitted by law:
    - (a) the Convention on the International Sale of Goods 1980 and all international and domestic legislative (or other) implementations of that Convention; and
    - (b) the Uniform Laws on International Sales Act 1967,
  - will not apply in relation to this Contract.