

BREMSSEN TECHNIK REMAN LTD TERMS & CONDITIONS

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 0 (LIMITATION OF LIABILITY)

DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these Conditions.

BTR: Bremsen Technik Reman (UK) Ltd (registered in England and Wales with company number 10416484) whose registered office is Bremsen Technik House, Station Road, Brompton on Swale, North Yorkshire, DL10 7SN.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 1.5.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 0.

Contract: the contract between BTR 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 from BTR

Force Majeure Event: has the meaning given in clause 0.

Goods: the goods (or any part of them) set out in the Order, including but not limited to remanufactured brake callipers for use on a variety of vans, trucks and trailers, and brake calliper repair kits.

Order: in the Customer's purchase order form, the Customer's written acceptance of BTR's quotation, or overleaf, as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and BTR.

Surcharge: a fee (typically of £200.00 (as amended from time to time)) added to the price for the Good's and invoiced to the Customer at BTR's sole discretion in accordance with clause 1.45.

Warranty Return Form: such form as shall be reasonably prescribed by BTR and returned to BTR by the Customer in accordance with clause 1.24.3.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

1.2.2 A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.3 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.

1.2.4 A reference to writing or written includes email

BASIS OF CONTRACT

1.3 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.

1.4 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

- 1.5 The Order shall only be deemed to be accepted when BTR issues a written acceptance of the Order, at which point the Contract shall come into existence. (Commencement Date).
- 1.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BTR which is not set out in the Contract.
- 1.7 Any samples, drawings, descriptive matter, or advertising produced by BTR and any descriptions or illustrations contained in BTR's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.8 A quotation for the Goods given by BTR shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

GOODS

- 1.9 The Goods are described in BTR's catalogue as modified by any applicable Specification.
- 1.10 To the extent that the Goods are to be re-manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify BTR 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 and other reasonable professional costs and expenses) suffered or incurred by BTR in connection with any claim made against BTR for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with BTR's use of the Specification. This clause 1.10 shall survive termination of the Contract.
- 1.11 BTR reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 1.12 BTR reserves the right to increase the price of Goods on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

DELIVERY

- 1.13 BTR shall ensure that:
 - 1.13.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and BTR 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 Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 1.13.2 if BTR requires the Customer to return any packaging materials to BTR, that fact is clearly stated on the delivery note and/or otherwise in writing by BTR. The Customer shall make any such packaging materials available for collection at such times as BTR shall reasonably request. Returns of packaging materials shall be at BTR's expense.
- 1.14 BTR shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after BTR notifies the Customer that the Goods are ready.
- 1.15 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 1.16 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. BTR shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide BTR with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 1.17 If BTR 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.
- 1.18 If the Customer fails to accept delivery of the Goods within three Business Days of BTR notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or BTR's failure to comply with its obligations under the Contract:
 - 1.18.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which BTR notified the Customer that the Goods were ready; and
 - 1.18.2 BTR shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

- 1.19 If 10 Business Days after the day on which BTR notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, BTR may resell or otherwise dispose of part or 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. the Customer shall reimburse BTR on written demand for any costs or losses sustained or incurred by BTR arising directly or indirectly from the Customer Default.of failure to accept delivery of the Goods
- 1.20 BTR may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 1.21 BTR shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom BTR engages in connection with the redelivery of goods including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by BTR for the performance of the redelivery services,
- 1.22 BTR warrants to the Customer that delivery of the Goods will be provided using reasonable care and skill.

QUALITY

- 1.23 BTR warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
 - 1.23.1 conform in all material respects with their description and any applicable Specification;
 - 1.23.2 be free from material defects in design, material and workmanship; and
 - 1.23.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 1.23.4 be fit for any purpose held out by BTR.
- 1.24 Subject to clause 5.1, if:
 - 1.24.1 the Customer gives notice in writing to BTR 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;
 - 1.24.2 BTR is given a reasonable opportunity of examining such Goods; and
 - 1.24.3 the Customer (if asked to do so by BTR) returns such Goods to BTR's place of business at the Customer's cost, and with a completed Warranty Return Form, BTR shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 1.25 BTR shall not be liable for Goods' failure to comply with the warranty set out in clause 1.23 in any of the following events:
 - 1.25.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 1.24;
 - 1.25.2 the defect arises because the Customer failed to follow BTR's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 1.25.3 the defect arises as a result of BTR following any drawing, design or Specification supplied by the Customer;
 - 1.25.4 the Customer alters or repairs such Goods without the written consent of BTR;
 - 1.25.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 1.25.6 the Goods differ from their description or any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 1.26 Except as provided in this clause 5, BTR shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 1.23.
- 1.27 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.
- 1.28 These Conditions shall apply to any repaired or replacement Goods supplied by BTR.

TITLE AND RISK

- 1.29 The risk in the Goods shall pass to the Customer on completion of delivery.
- 1.30 Title to the Goods shall not pass to the Customer until BTR has received payment in full (in cash or cleared funds) for:
 - 1.30.1 the Goods; and
 - 1.30.2 any other goods or services that BTR has supplied to the Customer in respect of which payment has become due.
- 1.31 Until title to the Goods has passed to the Customer, the Customer shall:
 - 1.31.1 hold the Goods on a fiduciary basis as BTR's bailee;

- 1.31.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as BTR's property;
 - 1.31.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 1.31.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 1.31.5 notify BTR immediately if it becomes subject to any of the events listed in clause 1.54; and
 - 1.31.6 give BTR such information relating to the Goods as BTR may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 1.32 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 1.54, or BTR reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy BTR may have, BTR may at any time require the Customer to deliver up the Goods and, 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.
- 1.33 These Conditions shall apply to any repaired or replacement Goods supplied by BTR.

PRICE, PAYMENT AND SURCHARGE

- 1.34 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in BTR's published price list in force as at the date of delivery.
- 1.35 BTR may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 1.35.1 any factor beyond BTR's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 1.35.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 1.35.3 any delay caused by any instructions of the Customer or failure of the Customer to give BTR adequate or accurate information or instructions.
- 1.36 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 1.37 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from BTR, pay to BTR such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 1.38 BTR may invoice the Customer for the Goods on or at any time after the completion of delivery. BTR reserves the right to request advance payment in full or for a proportion of the Goods.
- 1.39 The Customer shall pay the invoice in full and in cleared funds within 30 days of the end of the month in which the invoice was dated. Payment shall be made to the bank account nominated in writing by BTR. Time of payment is of the essence.
- 1.40 If the Customer fails to make any payment due to BTR under the Contract, or any other contract between BTR and the Customer, by the due date for payment, then BTR shall be entitled to suspend the supply of any goods and services due to the Customer;
- 1.41 The Customer shall be liable for all administration fees, legal fees, court fees and all other professional costs incurred in the recovery of any late payment and BTR shall be entitled to seek recovery of such costs in addition to default interest as set out in clause 1.43
- 1.42 If the Customer fails to make any payment due to BTR under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclay'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.
- 1.43 Without prejudice to BTR's other rights and remedies under these Conditions, it shall be entitled to seek statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
- 1.44 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). BTR 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 BTR to the Customer.
- 1.45 BTR may apply a Surcharge to the price of the Goods which appears on the invoice for the Goods. If paid, such Surcharge may in the absolute discretion of BTR be credited to the Customer in the event that the Goods are returned in accordance with clause 1.43.
- 1.46 BTR may provide credit to the value of the Surcharge, at its absolute discretion, if the Goods are returned within 6 months from the date of the invoice and if the Goods:

- 1.46.1 are in a condition suitable for re-manufacturing (to the reasonable ability and cost of BTR);
 - 1.46.2 any replacement part required by the Customer bears the same part number as that of the returned part;
 - 1.46.3 the Goods are not obsolete; and
 - 1.46.4 the Goods' were originally supplied by BTR.
- 1.47 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by BTR to the Customer, the Customer shall, on receipt of a valid VAT invoice from BTR, pay to BTR such additional amounts in respect of VAT as are chargeable on the supply of the goods at the same time as payment is due for the supply of the Services.
- 1.47.1 Cores must be returning within 6 months of purchase (invoice date) in order to be eligible for surcharge credit. Cores returned after 6 months will be eligible to a 50% credit and a 0% credit if the core is returned after 12 months.

DATA PROTECTION

- 1.48 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 0 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 0, **Applicable Laws** means (for so long as and to the extent that they apply to BTR) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 1.49 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and BTR is the processor.
- 1.50 Without prejudice to the generality of clause 1.48, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to BTR for the duration and purposes of the Contract.
- 1.51 Without prejudice to the generality of clause 1.48, BTR shall, in relation to any personal data processed in connection with the performance by BTR of its obligations under the Contract:
- 1.51.1 process that personal data only on the documented written instructions of the Customer unless BTR is required by Applicable Laws to otherwise process that personal data. Where BTR is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, BTR shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit BTR from so notifying the Customer;
 - 1.51.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 1.51.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and not transfer any personal data outside of the European Economic Area;
 - 1.51.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 1.51.5 notify the Customer without undue delay on becoming aware of a personal data breach;
 - 1.51.6 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
 - 1.51.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 0 and immediately inform the Customer if, in the opinion of BTR, an instruction infringes the Data Protection Legislation.
- 1.52 Either party may, at any time on not less than 30 days' notice, revise this clause 0 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

TERMINATION AND SUSPENSION

- 1.53 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party [NUMBER] months' written notice.

- 1.54 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 1.54.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 1.54.2 the other party 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
 - 1.54.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 1.54.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
 - 1.54.5 Without affecting any other right or remedy available to it, BTR 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.
- 1.55 Without affecting any other right or remedy available to it, BTR may suspend the supply of Services under the Contract or any other contract between the Customer and BTR if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 1.54.2 to clause 1.54.4, or BTR reasonably believes that the Customer is about to become subject to any of them.

CONSEQUENCES OF TERMINATION

- 1.56 On termination of the Contract:
- 1.56.1 the Customer shall immediately pay to BTR all of BTR's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, BTR shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 1.56.2 the Customer shall return all of BTR goods which have not been fully paid for. If the Customer fails to do so, then BTR may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 1.57 Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.
- 1.58 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

LIMITATION OF LIABILITY

- 1.59 Nothing in these Conditions shall limit or exclude BTR's liability for:
- 1.59.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 1.59.2 fraud or fraudulent misrepresentation;
 - 1.59.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 1.59.4 defective products under the Consumer Protection Act 1987; or
 - 1.59.5 any matter in respect of which it would be unlawful for BTR to exclude or restrict liability.
- 1.60 Subject to clause 1.59:
- 1.60.1 BTR shall under no circumstances whatever 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; and
 - 1.60.2 BTR'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.

FORCE MAJEURE

- 1.61 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

GENERAL

- 1.62 Assignment and other dealings.
- 1.62.1 BTR 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.
- 1.62.2 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 BTR.

CONFIDENTIALITY

- 1.63 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, except as permitted by clause 1.64.
- 1.64 Each party may disclose the other party's confidential information:
- 1.64.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 0; and
- 1.64.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 1.65 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

ENTIRE AGREEMENT

- 1.66 The 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.
- 1.67 Each party acknowledges that in entering into the Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 1.68 Nothing in this clause shall limit or exclude any liability for fraud.

NOTICES

- 1.69 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 1.70 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 1.69; 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 e-mail, one Business Day after transmission.
- 1.71 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

SEVERANCE

- 1.72 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.
- 1.73 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 1.74 Waiver A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

THIRD PARTY RIGHTS

- 1.75 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 1.76 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

VARIATION

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

GOVERNING LAW

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

JURISDICTION

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