

## Revival Trading Limited T/A Revival Trailers

### Terms and Conditions of Sale

**The Customer's attention is particularly drawn to the provisions of clause 12.**

#### 1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

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

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.7.

**Contract:** the contract between Revival Trailers and the Customer for the supply of Goods and/or Services in accordance with these Conditions which includes the Specification, Quotation and these Conditions.

**Customer:** the person or firm who purchases the Goods and/or Services from Revival Trailers.

**Deposit:** the deposit payable by the Customer to Revival Trailers as set out in the Quotation.

**Delivery Location:** has the meaning set out in clause 4.1.

**Force Majeure Event:** has the meaning given to it in clause 14.1.

**Goods:** the goods (or any part of them) set out in the Order.

**Inspection Checklist:** the checklist signed by or on behalf of the Customer on delivery of the Goods.

**Insured Loss:** a loss which is covered by a policy of insurance held by Revival Trailers and in respect of which the insurance provider accepts the claim and pays a settlement.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

**Order:** the Customer's acceptance of the Quotation.

**Quotation:** Revival Trailers' quotation to supply the Goods and Services in accordance with the Specification.

**Revival Trailers:** Revival Trading Limited T/A Revival Trailers registered in England and Wales with Company Number 08222722.

**Services:** the design, build and fit out services supplied by Revival Trailers to the Customer as set out in the Specification.

**Specification:** the specification for the Goods and Services, including the fit out plan that is agreed in writing by the Customer and Revival Trailers.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory 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;
- (d) 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; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

## 2. **BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Revival Trailers accepts payment of the Deposit at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 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 Revival Trailers which is not set out in the Contract. In the event of any conflict between the Quotation and these Conditions, the terms of the Quotation shall prevail.

2.4 Any drawings, descriptive matter or advertising issued by Revival Trailers and any descriptions of the Goods or illustrations or descriptions of the Services contained in Revival Trailers' brochures or on its website are issued or published for the sole

purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

- 2.5 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.
- 2.6 Any quotation given by Revival Trailers shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

### **3. GOODS**

- 3.1 The Goods are described in the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify Revival Trailers 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 professional costs and expenses) suffered or incurred by Revival Trailers in connection with any claim made against Revival Trailers for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Revival Trailers' use of the Customer's specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Revival Trailers reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

### **4. DELIVERY OF GOODS**

- 4.1 If the Quotation specifies that Revival Trailers shall deliver the Goods the Revival Trailers 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 Revival Trailers notifies the Customer that the Goods are ready. In all other cases, the Customer shall collect the Goods from Revival Trailers's premises at Unit D1a, Cradley Enterprise Centre, Maypole Fields, Cradley, West Midlands B63 2QB or such other location as may be advised by Revival Trailers before delivery (**Delivery Location**) within five Business Days of Revival Trailers notifying the Customer that the Goods are ready.

- 4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.3 Signature of the Inspection Checklist by the Customer or the Customer's representative shall be deemed confirmation that the Customer has checked the items referred to on the checklist and accepts the Goods.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Revival Trailers 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 Revival Trailers with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 Customers are advised not to book any event based on the estimated delivery date. Without prejudice to clause 4.3 above, Revival Trailers shall not be liable for any loss incurred by the Customer (including direct or indirect loss, loss of profit, loss of goodwill or any other loss) as a result of the Goods not being available in time for an event.
- 4.6 If Revival Trailers 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. Revival Trailers 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 Revival Trailers with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.7 If
- (a) the Customer fails to collect, accept or take delivery of the Goods within ten Business Days of Revival Trailers notifying the Customer that the Goods are ready, or
  - (b) fails to pay the final invoice and any other outstanding invoices within ten Business Days of Revival Trailers notifying the Customer that the Goods are ready
- then except where such failure or delay is caused by a Force Majeure Event or by Revival Trailers' failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which Revival Trailers notified the Customer that the Goods were ready; and
  - (b) Revival Trailers shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.8 If twenty Business Days after Revival Trailers notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, or not paid any outstanding invoices due to Revival Trailers, then Revival Trailers may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs and any unpaid invoices due to Revival Trailers, 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.

## 5. QUALITY OF GOODS

5.1 Where Revival Trailers is the manufacturer of the Goods, Revival Trailers warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with the Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Revival Trailers.

5.2 Where Revival Trailers is not the manufacturer of the Goods,

- (a) Revival Trailers shall, so far as it is lawfully able, use it's reasonable endeavours to pass on to the Customer the benefit of any warranty or guarantee offered by the supplier to Revival Trailers; and
- (b) all other express or implied warranties are excluded to the fullest extent permitted by law.

5.3 Subject to clause 5.4, if:

- (a) the Customer gives notice in writing 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;
- (b) Revival Trailers is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Revival Trailers) returns such Goods to Revival Trailers' place of business at the Customer's cost,  
Revival Trailers shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods.

5.4 Revival Trailers shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 or any warranty offered under clause 5.2 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3;
- (b) the defect arises because the Customer failed to follow Revival Trailers' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of Revival Trailers following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Revival Trailers;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- (g) in the case of Goods not manufactured by Revival Trailers, the Customer fails to comply with any lawful, oral or written instructions of the supplier.

5.5 Except as provided in this clause 5, Revival Trailers shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 or any warranty offered under clause 5.2.

5.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Revival Trailers under clause 5.3 for the remaining, unexpired term of the initial Warranty Period.

## **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 Revival Trailers receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 During the period after delivery until title to the Goods has passed to the Customer, the Customer shall:

- (a) not remove, deface or obscure any identifying mark on or relating to the Goods;
- (b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Revival Trailer's behalf from the date of delivery;
- (c) notify Revival Trailers immediately if it becomes subject to any of the events listed in clause 13.2(a) to clause 13.2(k); and

- (d) give Revival Trailers such information relating to the Goods as Revival Trailers may require from time to time.

6.4 Subject to clause 6.3, the Customer may use (but not resell) the Goods in the ordinary course of its business (but not otherwise) before Revival Trailers receives payment for the Goods.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2(a) to clause 13.2(k), then, without limiting any other right or remedy Revival Trailers may have:

- (a) the Customer's right to use the Goods in the ordinary course of its business ceases immediately; and
- (b) Revival Trailers may at any time:
  - (i) require the Customer to deliver up all Goods in its possession; and
  - (ii) 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 SERVICES**

7.1 Revival Trailers shall provide the Services to the Customer in accordance with the Specification in all material respects.

7.2 Revival Trailers shall use all reasonable endeavours to meet any performance dates for the Services set out in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 Revival Trailers shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Revival Trailers shall notify the Customer in any such event.

7.4 Revival Trailers warrants to the Customer that the Services will be provided using reasonable care and skill.

## **8. CUSTOMER'S OBLIGATIONS**

8.1 The Customer shall:

- (a) ensure that the terms of the Specification are complete and accurate;
- (b) co-operate with Revival Trailers in all matters relating to the Services;

- (c) provide Revival Trailers with such information and materials as Revival Trailers may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

8.2 If Revival Trailers' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) Revival Trailers shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Revival Trailers' performance of any of its obligations;
- (b) Revival Trailers shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Revival Trailers' failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Revival Trailers on written demand for any costs or losses sustained or incurred by Revival Trailers arising directly or indirectly from the Customer Default.

## 9. CHARGES AND PAYMENT

9.1 The price for Goods and Services shall be the price set out in the Order. Unless otherwise stated in the Order, the price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

9.2 Revival Trailers reserves the right to: increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Revival Trailers that is due to:

- (i) any factor beyond the control of Revival Trailers (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Revival Trailers adequate or accurate information or instructions in respect of the Goods.

9.3 In respect of Goods, Revival Trailers shall invoice the Customer at the times and intervals specified in the Quotation, or if not specified, on or prior to delivery.

- 9.4 The Customer shall pay each invoice submitted by Revival Trailers:
- (a) within 7 days of the date of the invoice or if earlier, on delivery; and
  - (b) in full and in cleared funds to a bank account nominated in writing by Revival Trailers, and

time for payment shall be of the essence of the Contract.

- 9.5 Where an invoice relates to a stage payment, Revival Trailers shall not be required to commence work on the next stage until the relevant stage payment has been paid in full.

- 9.6 On or prior to delivery, Revival Trailers shall submit an invoice in respect of any unbilled amounts and the Goods shall not be delivered to the Customer until all outstanding invoices have been paid in full.

- 9.7 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 Revival Trailers to the Customer, the Customer shall, on receipt of a valid VAT invoice from Revival Trailers, pay to Revival Trailers such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

- 9.8 If the Customer fails to make any payment due to Revival Trailers 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 HSBC Bank'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.

- 9.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Revival Trailers may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Revival Trailers to the Customer.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Revival Trailers.

- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is

conditional on Revival Trailers obtaining a written licence from the relevant licensor on such terms as will entitle Revival Trailers to license such rights to the Customer.

- 10.3 All materials, drawings, plans and documents supplied by Revival Trailers are the exclusive property of Revival Trailers.

## **11. CONFIDENTIALITY**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

## **12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1 Nothing in these Conditions shall limit or exclude Revival Trailers's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (e) defective products under the Consumer Protection Act 1987.
- 12.2 Subject to clause 12.1:
- (a) Revival Trailers 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, loss of goodwill or any indirect or consequential loss arising under or in connection with the Contract; and

(b) Revival Trailers' 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

(i) In the case of an Insured Loss, the amount actually paid by the Insurance provider; and

(ii) In all other cases, the price of the Goods.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

### **13. TERMINATION**

13.1 Without limiting its other rights or remedies Revival Trailers may terminate the Contract by giving the Customer not less than two weeks' written notice.

13.2 Without limiting its other rights or remedies, Revival Trailers may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) 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 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(b) 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 (where a company) for the sole purpose of a scheme for a solvent amalgamation of that Customer with one or more other companies or the solvent reconstruction of the Customer;

(c) 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) 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 that Customer;

(d) the Customer (being an individual) is the subject of a bankruptcy petition or order;

- (e) 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 its assets and such attachment or process is not discharged within 14 days;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);
- (g) the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (i) 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 13.2(a) to clause 13.2(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in Revival Trailers' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (l) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.3 Without limiting its other rights or remedies, Revival Trailers may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and the Customer remains in default 7days' after the date of a written notice from Revival Trailers requiring payment.

13.4 Without limiting its other rights or remedies, Revival Trailers may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Revival Trailers if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(a) to clause 13.2(l), or Revival Trailers reasonably believes that the Customer is about to become subject to any of them.

13.5 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Revival Trailers all of Revival Trailers' outstanding unpaid invoices and interest and, in respect of Goods

or Services supplied but for which no invoice has yet been submitted, Revival Trailers shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- (b) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

#### **14. FORCE MAJEURE**

14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Revival Trailers including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Revival Trailers or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2 Revival Trailers shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents Revival Trailers from providing any of the Services and/or Goods for more than 6 weeks, Revival Trailers shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

#### **15. GENERAL**

##### **15.1 Assignment and other dealings.**

- (a) Revival Trailers may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of Revival Trailers, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

##### **15.2 Notices.**

- (a) Any notice or other communication given to a party under or in connection with this 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 or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); 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 by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3 **Severance.**

- (a) 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.
- (b) If one party gives notice to the other of the possibility that 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.

15.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 15.7 **Variation.** 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 agreed in writing and signed by Revival Trailers.
- 15.8 **Governing law.** This agreement 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.
- 15.9 **Jurisdiction** 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).