

Exhibitor Name	
Hall / Stand No.	
Site Contact	
Mobile Number	



1	<b>Unloading</b> from vehicle directly to stand	Pieces	Weight	Volume	Date/Time	Cost
	£32.00 per 2cbm or 1000kgs (whichever the greater)					£

2	<b>Collection, Storage and Redelivery</b> of empty cases	Pieces	Weight	Volume	Date/Time	Cost
	£31.00 per cbm (minimum 3cbm)					£

3	<b>Reloading</b> from stand directly to vehicle	Pieces	Weight	Volume	Date/Time	Cost
	£32.00 per 2cbm or 1000kgs (whichever the greater)					£

4	<b>Unskilled labour on Stand</b> (for help packing/unpacking)	Pieces	Weight	Volume	Date/Time	Cost
	£24.00 per hour (minimum 4 hours)					£

## Booking Deadline Date:

**05 November 2018**

All orders received after the deadline date will incur a late booking surcharge of 25%

Additional charges incurred during the event will be charged to the credit card provided.

Sub Total:	£
25% Late Booking Fee (if applicable)	£
VAT 20%	£
File Fee	£15.00
Bank Admin Fee	£7.00
<b>Total</b>	<b>£</b>

Signature	
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Date	
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CEVA Showfreight cannot accept responsibility for freight left unattended on stands at any time during build-up or break-down period of an exhibition

Please indicate below any additional services or equipment you may need from the official Freight and Lifting Contractor (Please provide as much information as possible and we will return with a quotation)	
Transport:	
International Shipments:	



## CEVA SHOWFREIGHT

### TERMS AND CONDITIONS

#### 1. DEFINITIONS:

In these Terms and Conditions:

“CEVA” means CEVA Logistics Limited trading as CEVA Showfreight.

“Consignment” means goods in bulk or contained in one parcel, package or container, or a number of separate parcels, packages or containers sent at any one time in one load for the Customer from one address to another address.

“Conditions” means these standard terms and conditions.

“Confidential Information” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, Intellectual Property Rights, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked “confidential”), or which ought reasonably be considered to be confidential.

“Contract” means this contract for the provision of the Services.

“Customer” means the party requesting CEVA to provide the Services.

“Event Organiser” means the party who owns the rights to or is organising the Exhibition.

“Exhibition” means an exhibition or other event in respect of which Services are to be provided.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in good will or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

“Charges” means the charges attributable to the services as set out in the Contract, exclusive of value added tax, that are to be paid by the Customer in accordance with the payment terms.

“Services” means the provision of vehicles, storage facilities, freight services, customs services and personnel for the carriage, storage or movement of goods on behalf of the Customer, and such other related services as CEVA and the Customer may agree is to be provided.

“Specification” means the written specification for services, if any, agreed between the parties and attached to these Conditions in relation to an Exhibition and which shall form part of the Contract.

Words importing the singular shall include the plural and vice versa.

Words importing the masculine gender shall include the feminine gender and vice versa.

“including”- means including without limitation.

Such other definitions as are included in the text.

#### 2. PROVISION OF THE SERVICES

- 2.1 The parties contract for the provision of the Services only under these Conditions. These Conditions apply to the Contract to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Customer acknowledges that in entering into this Contract, CEVA relies on the accuracy of the information supplied by the Customer including the Specification if any.
- 2.3 CEVA may operate as a freight forwarder or agent of the Customer in respect of the Services, subject to the agreement of the parties. CEVA shall only be obliged to provide as principal contractor or agent the Services set out in this Contract.
- 2.4 CEVA shall only be deemed to operate as the principal contractor in respect of those Services which it undertakes directly. In all other circumstances, CEVA is the agent of the Customer and all contracts relating to the Services shall be entered into directly between the Customer and the other party.
- 2.5 The Customer acknowledges that if additional services are requested by the Customer, in addition to those services that have already been quoted, that those additional services shall be carried out at an additional agreed cost, and subject to the same terms and conditions as the original quote.
- 2.6 For the avoidance of doubt, commencement of the service by CEVA shall be deemed acceptance of the CEVA quotation whether written or verbal.
- 2.7 CEVA shall have the right to make 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.
- 2.8 CEVA shall use reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

#### 3. CEVA ACTING AS AGENT FOR THE CUSTOMER

Where CEVA acts as agent for the Customer in accordance with Clause 2.3 & 2.4 the following provisions shall apply:-

- 3.1 CEVA shall have the right to do all things necessary or incidental to procure the provision of the Services to the Customer including entering into contracts on behalf of the Customer, so as to bind the Customer by such acts and contracts in all aspects.
- 3.2 CEVA shall be entitled to retain all commission paid to it as a result of acting as agent for CEVA.

Where CEVA acts as a booking agent of the Customer:

- 3.3 If CEVA as agent of the Customer makes any bookings for courier services, CEVA shall have no liability in respect of the same and the Customer acknowledges that its sole recourse is to the courier company concerned.

#### 4. FREIGHT SPECIFIC TERMS

Where CEVA provides freight Services the following terms shall apply:

- 4.1 The Customer warrants that it has the right to transport and store the Goods which will be the subject of the

Services and that it is entitled to arrange for the despatch of such Goods.

- 4.2 Goods moved by ocean: NVOCC Services are provided by CEVA as agents for and on behalf of Pyramid Lines Limited, therefore all ocean movement of goods shall be moved via Pyramid Lines Limited and subject to Pyramid Lines Limited bill of lading terms and conditions a copy of which may be found at <http://pyramidlines.com/FILES/downloads/Pyramid%20Lines%20Ltd.%20terms%20and%20conditions%202015.pdf>.
- 4.3 If a CEVA deferment account is used, CEVA will levy a charge of 5% for any monies advanced by CEVA on behalf of the Customer in respect of any duty, value added tax, any equivalent taxes or any other outlay.
- 4.4 Unless law or regulation provides otherwise, the Customer appoints and authorises CEVA to act as its direct representative in connection with any and all of CEVA's dealings with Her Majesty's Revenue & Customs or other locally equivalent Customs Authorities ("the Customs Authorities") for and on behalf of the Customer whether under this Agreement or otherwise.
- 4.5 If Customers deferment account is used, the Customer hereby authorises CEVA to use the Customer's deferment account for payment of any Value Added Tax or customs duties which are payable on the importation of the Goods. The Customer shall confirm to CEVA, and will remain responsible for, the commodity code and valuation in respect of the Goods to be used for all entries to the Customer's deferment account.
- 4.6 The Customer warrants and undertakes that all information provided to CEVA will be accurate in all respects and agrees to indemnify CEVA against any losses, liabilities, duty, penalty, fine or expense including legal fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation.
- 4.7 If the Customer does not provide the information required, CEVA shall not be obliged to submit any customs declaration and shall not be liable for any such failure whether arising under this Agreement or in tort (including negligence or breach of statutory duty) or otherwise.
- 4.8 Notwithstanding Clause 5.4 and Clause 8, payment of any duty, value added tax or other equivalent taxes is the responsibility of the Customer and the Customer will at all times indemnify and keep CEVA indemnified from and against any duty, value added tax or other equivalent taxes payable to the relevant authorities in respect of the Goods.
- 4.9 Where an export licence is required for the Goods:
  - 4.9.1 the Customer is solely responsible for obtaining the export licence and will indemnify CEVA against any losses, liabilities, duty, penalty, fine or expense including legal fees resulting from the Customers failure to obtain an export licence; and
  - 4.9.2 in no circumstances will CEVA be obliged to obtain any export licence on behalf of the Customer or prepare or submit any customs declaration for the Goods without an export licence.

## 5. CUSTOMER'S WARRANTIES

The Customer warrants and represents that:

- 5.1 It is either the owner or the authorised agent of the owner of the goods or the organiser of an Exhibition, in each case with the authority of the owner to accept these Conditions on the owner's behalf
- 5.2 If it is provided in the Specification that CEVA is to be responsible for loading, unloading, assembly and/or disassembly of any exhibit, stand or other item at or for an Exhibition, the Customer warrants that:-
  - 5.2.1 it shall give to CEVA all necessary instructions in writing regarding the procedures to be followed in respect of the assembly or disassembly;
  - 5.2.2 the facilities at the Exhibition will be of a sufficient standard to allow CEVA to complete the loading/unloading/assembly and/or disassembly within the time limits set out in the Specification.
- 5.3 If the packaging of the consignment has been undertaken by a party other than CEVA the Customer warrants that:-
  - 5.3.1 the Consignment will be safely, securely and properly packed and labelled and will be fit and safe to be carried or stored and comply with all statutory or other regulations for carriage by road, air or sea and for mechanical handling and sorting as maybe in force from time to time;
  - 5.3.2 it shall make a complete written declaration of the nature and contents of the Consignment and in particular (but without limitation) will declare whether the Consignment contains any noxious, dangerous, hazardous, infested, contaminated, fragile goods, ITAR regulated items or items of a military nature and provide any relevant instructions. CEVA shall always retain the right to refuse to move, handle or store such goods.
- 5.4 If the Consignment is to be imported or exported, the Customer shall verify that all necessary import/export regulations have been complied with and shall provide to CEVA all necessary documentation relating to the Consignment including without limitation all documentation and information (including the VAT identity numbers of the Customer and Consignee) necessary to satisfy customs and excise authorities in the United Kingdom and the Country of origin or destination.
- 5.5 Unless expressly agreed otherwise, CEVA is not responsible for any fulfilment of customs formalities and/or payment of costs in respect thereof. Nevertheless, to the extent that CEVA may voluntarily assist at the request of the Customer in the fulfilment of customs formalities, including the use of CEVA temporary Import Bond facility, such assistance will be rendered the sole risk and responsibility of the Customer, who shall reimburse any costs incurred by CEVA and Indemnify the CEVA against, and hold it harmless from any claims in respect thereof, if not paid by the consignee or other person.
- 5.6 CEVA is not responsible for the packaging of any consignment, but if in any individual case CEVA agrees to provide suitable packaging this will be provided at the cost of the Customer.
- 5.7 The Customer warrants that all information and documentation supplied by it to CEVA including VAT identity numbers of the Customer and the Consignee (E.C. only) will be accurate and complete in all respects and will not omit any material facts.

- 5.8 The Customer indemnifies CEVA at all times against all penalties, claims, costs, damages, expenses and losses howsoever arising in respect of the carriage or storage of any noxious, dangerous, hazardous, infested, contaminated or fragile goods whether or not the Consignment is declared as such.
- 5.9 The Customer indemnifies CEVA against all penalties, claims, costs, damages, expenses and loss howsoever arising from the breach by the Customer of any warranty or representation herein contained.
- 5.10 It is the Customers responsibility to provide or arrange for the provision of all plant power or labour required while CEVA is at the Customers premises to load or unload the Consignment. CEVA shall have no liability for any act or omission of the Customer's employees or Agents. Notwithstanding the foregoing, CEVA may at the Customers' request provide plant or labour at an additional cost.
- 5.11 While at an Exhibition, to the extent it is part of the agreed services, CEVA shall, upon request provide all plant or labour.
- 5.12 The Customer shall ensure that each Consignment will be properly and securely packaged, fit for transportation and in accordance with all relevant rules and regulations of the origin and destination countries and in accordance with carrier requirements.
- 5.13 It is the responsibility of the Customer to ensure CEVA is given full details of any items that may be subject to export licence at the time of booking. The Customer must supply supporting documents and/or licences prior to movement of the freight.
- 5.14 It is the responsibility of the Customer to declare to CEVA if any items of freight to be shipped are covered under the International Traffic in Arms Regulations (ITAR).
- 6. INSPECTION OF CONSIGNMENT BY CEVA**
- 6.1 CEVA shall have the right to undertake all reasonable inspections of the Consignment prior to or during loading unloading or during transit. Such inspections may include without limitation physical inspection of the goods and inspection by electronic methods including x-ray
- 6.2 The Customer shall give prior written notice to CEVA if it has reason to believe that any reasonable inspection that may be carried out, by CEVA or otherwise, will harm any part of the Consignment in any way. CEVA shall have no liability for any loss or damage arising from the failure of the Customer to comply with this requirement
- 7. PRICE AND PAYMENT**
- 7.1 All amounts stated to be payable under this Agreement are stated as exclusive of any VAT and any other similar duties, levies or taxes (if applicable) which shall be added to the Charges if properly payable at the prevailing rate (as applicable).
- 7.2 The Customer shall pay the Charges plus applicable value added tax in accordance with the payment schedule set out in the Contract, in the absence of a payment schedule, payment shall be due on the date of invoice. Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set-off. Import duties (if any), VAT, shipping costs and other related charges are payable by the Customer in advance of CEVA having to make payment of the same. Time for payment shall be of essence.
- 7.3 If the Customer fails to make any payment on its due date then without prejudice to any other right or remedy available to CEVA, CEVA shall be entitled to:
- 7.3.1 suspend the provision of any further Services to the Customer
- 7.3.2 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of CEVA's weighted cost of capital per annum until payment is made in full
- 7.4 In the event that CEVA is delayed at any premises at which it is to provide any of the Services in excess of 1 hour through no fault of CEVA, it may charge the Customer its reasonable additional charges in respect of such delay
- 7.5 CEVA shall issue charges in the currency agreed in the Contract, if no such currency is agreed, then the default currency for invoices shall be pounds sterling (GBP). Accordingly, services invoiced in a currency (other than pounds sterling(GBP)) at the client's request are based on exchange rates in force at the time of invoice and are liable to surcharge in the event of fluctuation in currency exchange rates.
- 7.6 The Customer is responsible for the payment of all duties and taxes payable in respect of the Consignment or any part thereof and accordingly shall indemnify and keep indemnified CEVA from and against any claims in respect of the same, including in respect of any fines or interest payable
- 7.7 The Customer shall pay all fees applicable from the published event tariff for services rendered, unless such services fall outside those listed in the event tariff, in which case CEVA shall provide a quote for such additional services.
- 8. REVIEW OF CHARGES**
- 8.1 CEVA will have the right to revise the charges at any time in respect of cost movements which are outside CEVA's control, including but not limited to those relating to or arising from:
- 8.1.1 Fuel prices;
- 8.1.2 Peak season surcharges;
- 8.1.3 The consequences of changes in duties, taxation, legislation and road tolls; and
- 8.1.4 Significant changes in the specification scope or profile of the operation required by the Customer from the specification, profile or scope.
- 9. LIMITATION OF LIABILITY**
- 9.1 Neither party limits its liability for:
- 9.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
- 9.1.2 fraud by it or its employees; or
- 9.1.3 any other act or omission, liability for which may not be limited under Applicable Law.
- 9.2 CEVA liability in respect of the Goods shall be limited in the case of loss or damage arising from:
- 9.2.1 UK domestic road transportation shall be covered by Road Haulage Association Limited Conditions of Carriage 1998 during the provision of the Services at the rate of £1,300 per tonne;
- 9.2.2 all other freight or transport services shall be provided subject to and in accordance with the British International Freight Association Standard

- Trading Conditions 2005A at the rate of 2 SDR per kilo of the gross weight of the Goods;
- 9.2.3 Goods, equipment or stands moved within Exhibitions shall be subject to a maximum liability of £1300 per tonne; and
- 9.2.4 storage (whether in the UK or elsewhere) shall be covered by United Kingdom Warehousing Association terms and conditions of 2014 during the provision of the Services at the rate of £100 per tonne.
- 9.3 In the event of a delay in providing the Service, CEVA shall have no liability.
- 9.4 In the event that a legally binding international convention shall conflict with the limitations of liability contained in this clause, then to the degree that they conflict, the limitations of liability in the binding international convention shall apply.
- 9.5 Notwithstanding any other provision in this Agreement, CEVA shall not be liable to the Customer for any direct or indirect loss or damage, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings or any consequential loss of whatever nature and howsoever caused.
- 9.6 Subject to Clause 10.1, CEVA's total aggregate liability, whether arising from tort (including negligence), indemnity, warranty, breach of contract or otherwise under or in connection with this Agreement shall in no event exceed 5% of the value of the contract or £50,000, whichever is the lower, in any one Contract Year.
- 9.7 CEVA's liability under these Conditions shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any purpose of the Services.
- 9.8 CEVA is not a common Carrier and CEVA reserves the right to refuse the carriage of any goods at its discretion.
- 9.9 Any claim brought by the Customer must be made in writing within 7 days of delivery of the Consignment.
- 9.10 The Customer shall indemnify CEVA against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of CEVA in accordance with these Conditions, suffered or incurred by CEVA in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner
- 9.11 No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by CEVA are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. CEVA shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Notwithstanding that the premium on the policy may not be the same as that charged by CEVA to the Customer, CEVA shall in no circumstances incur liability as insurer, and if for any reason the insurers dispute liability the Customer shall have recourse against the insurers only, however, this provision shall not detract from the rights of the Customer against CEVA in respect of any negligence on the part of CEVA in effecting insurance
- 9.12 The Customer shall be responsible at all times for the security of the Consignment including at an Exhibition.

Accordingly, CEVA shall have no responsibility or liability for any Consignments left unattended at an Exhibition.

## 10. UNDELIVERED OR UNCLAIMED GOODS

- 10.1 If CEVA is unable to deliver the goods (or any part thereof) CEVA shall be entitled to store the goods or any part thereof at the sole risk and expense of the Customer. CEVA shall give written notice ("the Notice") to the Customer advising the Customer that it has the goods and, in the event of the Customer being unable to facilitate delivery thereof, advising the Customer from where the goods may be collected
- 10.2 If the Customer falls to take delivery of the goods or provide alternative delivery or disposal instructions within 28 days of service of the Notice, CEVA shall have the right to sell the undelivered goods as if it were the absolute owner and to pass unencumbered title to the purchaser
- 10.3 CEVA shall be entitled to deduct from the proceeds of sale:
- 10.3.1 any outstanding costs incurred by CEVA in providing the Services
- 10.3.2 any interest accrued on the outstanding costs of Services
- 10.3.3 any other costs associated with the failure to deliver the goods (for example, storage charges)
- 10.3.4 all reasonable costs and expenses incurred in relation to the sale of the goods
- 10.3.5 VAT, where applicable
- 10.4 After the deduction of all sums under Clause 12.3, CEVA shall account to the Customer for the net proceeds of sale

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer confirms that it owns the Intellectual Property relevant for the supply by it of goods to CEVA pursuant to and in accordance with this Agreement and that its supply of goods to CEVA is not subject to any industrial or intellectual property rights belonging to a non-consenting third party or that any such consent as may be required has been obtained by the Customer from the third party in question.
- 11.2 If any allegation is made or any claim asserted against CEVA or any person claiming title from or through CEVA that the use of the Customer's Intellectual Property Rights in the performance of the Services constitutes a violation or infringement of any Intellectual Property Rights held by a third party, the Customer will indemnify CEVA and hold CEVA harmless from and against any and all loss and damage (including without limitation all costs and expenses) arising directly or indirectly out of such allegation or claim, howsoever caused.
- 11.3 All Intellectual Property Rights belonging to CEVA shall remain the exclusive property of CEVA, and the Customer shall not use any CEVA Intellectual Property Rights without the express consent of CEVA. Any consent shall be personal to the Client and shall only be used within the scope and time expressly consented to by CEVA.
- 11.4 Nothing in this Agreement shall transfer the ownership of any Intellectual Property Rights belonging to one party to the other party and neither party shall use Intellectual Property Rights belonging to the other party for any purposes, including, without limitation, advertising,



marketing or publicity, without the prior written consent of the owner, and if such consent is given, only strictly in accordance with such consent and any and all instructions issued by the owner.

## 12. CONFIDENTIAL INFORMATION

12.1 Except to the extent set out in this clause 13, or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

12.1.1 treat the other party's Confidential Information as confidential; and

12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2 The Customer and CEVA shall (save as required by law or in order to fulfil their respective obligations under the Contract) keep secret and confidential all information relating to the affairs of the other received or obtained as a result of the operation of the Contract provided that (without prejudice to the forgoing) either party shall be entitled to pass on such information to its employees or Sub-contractors where reasonably necessary to enable such party properly to perform the Contract. CEVA shall also be entitled to make necessary disclosures to other CEVA group entities and third parties such as auditors, financial and legal advisors, and to actual and prospective providers of financing.

12.3 Clause 13.1 shall not apply to the extent that:

12.3.1 such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or

12.3.2 such information was obtained from a third party without obligation of confidentiality; or

12.3.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or

12.3.4 such information was independently developed without access to the other party's Confidential Information.

12.4 The provisions of this clause 13 shall survive termination of the Contract.

## 13. TERMINATION

13.1 Either Party may terminate this agreement by providing reasonable written notice served by one Party on the other.

13.2 Either Party shall have the right to terminate this Agreement by not less than one month's notice in writing if the other Party shall commit any substantial breach of the terms set out or referred to in this Agreement and shall fail to remedy such breach (if capable of remedy) within 15 days after receiving notice in writing from the other Party requiring such breach to be remedied.

13.3 Either Party shall have the right to terminate this Agreement with immediate effect on written notice to the other Party if that other Party is insolvent, has an order made or passes a resolution for winding up or has a receiver, administrative receiver or administrator appointed.

13.4 CEVA may terminate this Agreement by serving upon the Customer not less than 7 days written notice if payment of any of its invoices is overdue by 7 days or more.

13.5 Upon termination of this Agreement, howsoever caused, the Customer shall forthwith pay to CEVA all and any

charges accrued and be liable for any obligations CEVA has undertaken to further the provision of the services.

## 14. FORCE MAJEURE

14.1 The Parties will be relieved of their obligations under this Agreement to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from any event or circumstance beyond their reasonable control including (but not limited to):

- a) the act or omission of the other Party or its agent;
- b) strikes, lockouts or other labour disputes;
- c) general shortage and unavailability of labour fuel or materials;
- d) riots, civil commotion or acts of terrorism (or threats thereof);
- e) impact by aircraft or missiles;
- f) pandemic, threat of pandemic or any other threat of similar nature;
- g) fire, flood, exceptional conditions which render travelling impracticable or impossible; or
- h) any act of war.

If either Party is prevented from performing its obligations under this Agreement by any of the events or circumstances set out in clause for a continuous period of eight weeks or more, either Party shall be entitled to terminate this Agreement if it so chooses by seven days written notice to the other.

## 15. Variation

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

## 16. Waiver

16.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing by an authorised representative and shall not be deemed a waiver of any subsequent breach or default.

16.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy

## 17. Rights and Remedies

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

## 18. Severance

18.1 If any provision or part-provision of this Agreement 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 this Agreement.

18.2 If any provision or part-provision of this Agreement 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.

#### **19. Assignment**

Neither party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge or deal in any other manner with the Agreement or any of its rights and obligations under or arising out of the Agreement, however CEVA shall assign its trade receivables without notification or consent.

#### **20. Third Party Rights**

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

#### **21. Notices**

21.1 Any notice or other communication required to be given under the Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to the address of the Party set out in the Agreement or as otherwise specified by the relevant party by notice in writing to each other party. Any notice or other communication shall be deemed to have been duly received:

21.1.1 if delivered personally, when left at the address referred to in this clause;

21.1.2 if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or

21.2 if sent by pre-paid post or recorded delivery, 9.00 am on the second working day after posting.

#### **22. Relationship between the Parties**

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except where expressly set out above.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.3 No agent or employee other than a director or secretary of CEVA has authority to make any representation or give any warranty about CEVA's business or services. Any representation made or warranty given by CEVA's directors or secretary shall not be binding unless and until confirmed in writing.

#### **23. Entire Agreement**

23.1 This Agreement (together with all of the other documents to be entered into pursuant to it) sets out the entire agreement and understanding 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.

23.2 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.

#### **24. Governing Law and jurisdiction**

24.1 This Agreement and any disputes or claims 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.

24.2 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

**CEVA Showfreight**, a Division of CEVA Logistics Limited  
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Telephone +44 3305 877 000.