

**Terms and Conditions of PaketPLUS Marketing GmbH
(hereinafter called "PackVERTISE") for Dispatch Partners**

PaketPLUS Marketing GmbH, Schleiermacherstr. 14, 10961 Berlin, Germany

Tel. 0049 30 94 88 79 10, Fax 0049 30 94 88 79 38, www.packvertise.co.uk

Commercial register: HRB 123846 B; Amtsgericht Charlottenburg, Registered office: Berlin

Managing Directors: Jan Bussiek, Andreas Bichlmaier, Michael Rohowski, VAT.: DE268871607

Bank details: Commerzbank Berlin, IBAN: DE18 1004 0000 0155 6422 00, BIC: COBADEFFXXX

1. Object and scope of the agreement

- 1.1. The Dispatch Partner is involved, as an entrepreneur, in the distance selling and consignment to final customers of goods of specific product categories.
- 1.2. Under the URL <http://www.packvertise.co.uk/> (hereinafter "PackVERTISE Website") PackVERTISE operates a platform from which a dispatch network for the dispatch of package inserts is organised. PackVERTISE procures promotional inserts such as flyers, product samples and vouchers (hereinafter "Advertising Material") from the advertising partners participating in the network (hereinafter "Advertising Partners") and passes these on to the Dispatch Partner. The Dispatch Partner places the Advertising Material procured by PackVERTISE and provided to the Dispatch Partner in with its consignments of goods and sends these to its final customers.
- 1.3. PackVERTISE provides and delivers Advertising Material to the Dispatch Partner free of charge. The Dispatch Partner receives a rate of compensation deposited on the PackVERTISE Website and agreed via the order of Advertising Material for enclosing and dispatching Advertising Material with its consignments for each dispatch order.
- 1.4. These Terms and Conditions (hereinafter "Terms and Conditions") apply to all the business relationships which PackVERTISE and the Dispatch Partner enter into in connection with the object of the agreement as described above. Neither these Terms and Conditions nor the Dispatch Partner's registration with the dispatch network, as laid down in Section 2, constitute an obligation on the part of PackVERTISE to procure and provide Advertising Material for dispatch to the Dispatch Partner.
- 1.5. Only these Terms and Conditions shall apply. The Terms and Conditions of the Dispatch Partner, should they deviate from, contradict or expand on these Terms and Conditions, shall only be considered part of the contract if and to the extent that PackVERTISE has expressly accepted their applicability in writing.

2. Registration, conclusion of the contract

- 2.1. Registration on the PackVERTISE Website shall constitute an offer by the Dispatch Partner to enter into a contract regarding participation in the PackVERTISE dispatch network. After receiving such an offer, PackVERTISE shall decide at its own discretion whether or not to accept it. Acceptance of the offer shall be carried out by providing access to the personalised user area of PackVERTISE Website.

- 2.2. Registration shall be limited to legal entities, partnerships and natural persons with unlimited legal capacity who are acting in pursuit of their trade, business or profession (entrepreneurs within the meaning of Section 14 German Civil Code).
- 2.3. The data enquired by PackVERTISE at registration shall be given completely and correctly, e.g. first and last name, company, current address (no P.O. Box) and telephone number (no premium rate numbers), address/es of the website/s via which the Dispatch Partner offers goods, a valid e-mail address, an authorised representative, a VAT-ID, account details for the transfer of the remuneration, product categories from which the Dispatch Partner offers goods and the number of monthly consignments.
- 2.4. A legal entity may only be registered by a natural person who is authorised to represent it and whose name must be given in full.
- 2.5. Should the information provided change after registration, the Dispatch Partner is obliged to update its user account without delay.
- 2.6. The Dispatch Partner shall treat its password as confidential information and take due care to prevent unauthorised access to its user account. PackVERTISE shall not reveal the Dispatch Partner's password to third parties and never ask the Dispatch Partner for its password in an e-mail or telephone call.
- 2.7. The Dispatch Partner shall be liable for all activity that is carried out while using its user account. In the event that the Dispatch Partner is not responsible for the misuse of its user account, it shall not be liable.
- 2.8. The user account shall not be transferable to third parties.

3. Ordering Advertising Material

- 3.1. Once PackVERTISE has activated the Dispatch Partner's user account, the Dispatch Partner shall be able to view the available Advertising Material in its personalised section on the PackVERTISE website. Should the Dispatch Partner wish to send any of the depicted Advertising Material, it can make its choice from the material depicted and submit a request via the PackVERTISE Website.
- 3.2. PackVERTISE shall consider the Dispatch Partner's request and allocate to the Dispatch Partner the ordered number of goods or a certain part thereof for distribution. The contract governing the allocation of the dispatch of available Advertising Material shall come into being with this allocation. The Dispatch Partner shall have no claim to a particular type or particular amount of Advertising Material and PackVERTISE may, at its own discretion, reject the Dispatch Partner's request or make it an offer which deviates from its original request. The Dispatch Partner shall not be obliged to accept offers which deviate from its original request.
- 3.3. The offers submitted by PackVERTISE typically include a binding deadline by which the Advertising Material in question has to be dispatched by the Dispatch Partner (hereinafter 'Dispatch Deadline'). This Dispatch Deadline shall be binding. The Dispatch Partner shall be responsible for only ordering Advertising Material, based on the information from which date Advertising Material is available, to such an extent as the Dispatch Partner can reliably distribute within Dispatch Deadline. PackVERTISE shall be entitled and reserves the right to invoice to the Dispatch Partner production and delivery costs for Advertising Material that was not dispatched in time.

4. Delivery of Advertising Material; transfer of ownership

- 4.1. PackVERTISE shall deliver the agreed Advertising Material free of charge to the Dispatch Partner at the delivery address deposited on PackVERTISE Website.
- 4.2. PackVERTISE shall allocate Advertising Material usually within two working days upon receipt of the order request and deliver Advertising Material labelled as being immediately available usually within four working days upon allocation. Should PackVERTISE not keep these delivery times, the Dispatch Deadline shall extend by the period of delay. Should above extension of Dispatch Deadline not be sufficient (e.g. because the Dispatch Partner doesn't have a sufficient number of good dispatches in the concerned time period), the Dispatch Partner shall actively point this out to PackVERTISE and the parties shall unanimously agree upon a longer dispatch deadline or reduce the number of Advertising Material to be dispatched so that the Dispatch Partner can dispatch all Advertising Material within the dispatch deadline.
- 4.3. PackVERTISE shall not be obliged to check Advertising Material delivered to it by its Advertising Partners for flaws before forwarding it to the Dispatch Partner.
- 4.4. Should PackVERTISE, for reasons beyond its control, not receive Advertising Material from the Advertising Partner by the agreed deadline, not receive the agreed amount of Advertising Material or receive Advertising Material which is flawed, it may withdraw from the contract entirely with regard to the Advertising Material in question (or withdraw in part in the event of a short delivery). PackVERTISE shall inform the Dispatch Partner without delay should any of the above situations arise and shall let the Dispatch Partner know as soon as possible whether it is withdrawing from the contract as a result.
- 4.5. PackVERTISE shall expressly be granted a contractual right of withdrawal in the event that PackVERTISE is instructed by the Advertising Partner to stop dispatching certain Advertising Material (e.g. due to a warning regarding the design of an Advertising Material). In such cases PackVERTISE shall be entitled to immediately withdraw from the agreement concerning the part of the Advertising Material which was not yet distributed by the Dispatch Partner. PackVERTISE shall inform the Dispatch Partner immediately if such a circumstance has occurred and will immediately declare if PackVERTISE will insofar withdraw from the agreement and what is to be done with Advertising Material not yet distributed.
- 4.6. The Dispatch Partner shall acquire no ownership rights to Advertising Material through its taking delivery, storage and consignment of it. Until Advertising Material reaches the Dispatch Partner's end customer, ownership shall remain with the Advertising Partner who produced it. However, the Dispatch Partner shall be both authorised and obliged to transfer the ownership of Advertising Material to those of its customers to whom Advertising Material is consigned. Upon receipt of Advertising Material, the end customers thus acquire ownership of it.

5. Services and obligations of the Dispatch Partner

- 5.1. Upon receipt of Advertising Material, the Dispatch Partner agrees to check immediately that it is free of obvious flaws (e.g. transport damage, short delivery, wrong delivery, obvious printing mistakes such as "blank paper"). The Dispatch Partner must report any flaws it discovers to PackVERTISE without delay. Flaws must also be reported immediately if the Dispatch partner

discovers them at a later date. The Dispatch Partner is not obliged to dispatch flawed Advertising Material but must follow PackVERTISE's instructions on what to do with the flawed or excess Advertising Material (e.g. return or destroy flawed Advertising Material at PackVERTISE's cost). For the rest, Section 4.4 shall apply.

- 5.2. The Dispatch Partner agrees to handle the Advertising Material provided to it with due care and attention, in particular with regard to storage, packaging and transport. The level of diligence with which it treats Advertising Material must be at least that which it generally displays in relation to its own affairs. Advertising Material may not be folded or changed in their original state. For the consignment of Advertising Material, the Dispatch Partner shall use accepted industry carriers (e.g. DHL, Hermes etc.).
- 5.3. The Dispatch Partner shall enclose the agreed amount of Advertising Material with the agreed number of goods consignments and send these to its end customers. No more than one piece of each agreed Advertising Material may be enclosed with any one goods consignment. In total, a maximum of three different Advertising Materials provided by PackVERTISE may be enclosed with any one goods consignment.
- 5.4. The Dispatch Partner shall distribute Advertising Material exclusively via its consignments. A transfer in physical form (e.g. in shops, on markets or via mailboxes) shall not be permitted. Offers from the Advertising Materials may not be distributed otherwise, e.g. online.
- 5.5. The Dispatch Partner shall not enclose the Advertising Material in consignments of goods which are legally prohibited from offering for sale and distance selling, goods which violate third party rights or goods which offend taste and decency.
- 5.6. The Dispatch Partner shall be obliged to, once per week, truthfully and completely update the figures relating to the amounts and types of Advertising Material it has dispatched in its personal user section of the PackVERTISE website. As soon as the Advertising Material provided by PackVERTISE has been dispatched in full, the Dispatch Partner must confirm vis-à-vis PackVERTISE in writing that the Advertising Material has been dispatched in full as per the contract.
- 5.7. The Distribution Partner shall at the latest report within two weeks of the expiry of Dispatch Deadline every subset that he had shipped. Any subset that is not reported to have been shipped within this Deadline is deemed not to have been sent.
- 5.8. The Dispatch Partner agrees that it will not enclose third party advertising material in goods consignments containing Advertising Material provided by PackVERTISE to the same end customer. Furthermore, the Dispatch Partner may not combine within one goods consignment Advertising Material for rival products or services (e.g. two flyers from two different Advertising Partners who both sell face cream). Without prejudice to the previous two provisions, the Dispatch Partner may, however, enclose one of its own promotional flyers in the consignment, provided that the flyer exclusively promotes goods or services sold or provided by the Dispatch Partner itself.
- 5.9. At PackVERTISE's request, the Dispatch Partner will provide PackVERTISE without delay with documentary evidence that it really has dispatched the reported amount of Advertising Material with the reported number of goods consignments. (Such evidence may include receipts of posting, invoice documents from the carrier company, customer invoices etc.). PackVERTISE shall be authorised to make these documents available to its Advertising Partners. The parties agree to observe data protection regulations regarding any customer

data that may be affected by this provision. Should this documentary evidence not be adhered to, the Dispatch Partner shall be positioned in such a way as if it had not dispatched Advertising Material.

- 5.10. In case of a termination of campaign pursuant to cipher 4.5 following a corresponding instruction by PackVERTISE, the Dispatch Partner shall stop the distribution of Advertising Materials with immediate effect and report back without delay which partial amount has been dispatched until this point. It shall proceed with the remaining Advertising Materials pursuant to the Instructions by PackVERTISE (e.g. sent back or destroy the faulty Advertising Material at the costs of PackVERTISE). For the rest, cipher 4.5 shall apply.
- 5.11. The Dispatch Partner shall confirm and ensure during the duration of the contractual cooperation that the staff it uses is employed by it under the minimum working conditions pursuant to the respectively applicable and bindingly declared collective agreement. It pledges to adhere to the requirements of the Worker Posting Act [Arbeitnehmerentsendungsgesetz] as well as to pay the minimum wage applicable at the moment of rendering the service. This obligation shall also apply to the subcontractors employed by the contractor.
- 5.12. The contractor shall release PackVERTISE upon first request from all financial obligations arising from a violation of cipher 5.11, particularly from obligations pursuant to Section 13 MiLoG, Section 14 AentG.

6. Consideration, conditions of payment

- 6.1. For every piece of Advertising Material dispatched as per the contract, the Dispatch Partner will receive consideration from PackVERTISE. Whenever it places an order request, the Dispatch Partner will be shown, in the personalised section of the PackVERTISE website, the consideration offered for the consignment of the Advertising Material in question. The consideration displayed on the website shall be deemed to have been agreed upon with the acceptance by the Dispatch Partner of PackVERTISE's offer as described in section 3.2. Consideration is cumulative, which means that when three Advertising Materials are sent per package, the agreed consideration will be credited for each.
 - 6.2. Unless explicitly stated otherwise in individual cases, the consideration rates displayed on the PackVERTISE website and in PackVERTISE's offers are net (they do not include VAT). Where it is legally required, statutory VAT will be paid on top of these net amounts.
 - 6.3. Settlement for performance effected by the Dispatch Partner within a calendar month, reported completely and confirmed in writing will be made at the end of the calendar month following performance. Consideration will be paid out within five working days by bank transfer to the account specified by the Dispatch Partner. No interest will be paid on credit held with PackVERTISE.
 - 6.4. PackVERTISE shall have the right to amend the consideration schedule at any time with future effect.
 - 6.5. The Dispatch Partner shall only be entitled to set-off or withhold performance if it has a legally binding or undisputed counter-claim.
7. Advertising Material that is not or is presumably not dispatched as agreed upon herein shall not be remunerated, as stipulated in detail in ciphers 5.7 and 5.9.

8. Manipulation

- 8.1. Manipulation shall describe any attempt to circumvent, by technical or other means, PackVERTISE's systems and its principle of consideration and settlement (e.g. providing false information with regard to monthly consignment volumes, reporting false figures for enclosures already sent, not sending, or destroying enclosures, enclosing more than one piece of the same Advertising Material in one consignment, requesting amounts of Advertising Material which do not correspond to dispatch capacity etc.). PackVERTISE will notify the Dispatch Partner immediately should a suspicion of manipulation arise. Should PackVERTISE and the Dispatch Partner together not be able to find, within a reasonable period, an explanation which completely accounts for the suspicious detail(s) and should concrete indications of manipulation exist, manipulation will, for the purposes of this contract, be deemed to have taken place.
- 8.2. Where a concrete suspicion of manipulation exists, PackVERTISE shall be entitled, until the matter has been definitively resolved within a reasonable period, to block the Dispatch Partner's user account on the PackVERTISE Website, to withhold delivery of any agreed Advertising Material and to withhold payment of any credit of the Dispatch Partner. For the rest, section 9 shall apply.

9. Contractual penalty; termination for cause

- 9.1. Should the Dispatch Partner violate any of the obligations laid down in sections 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9 and 5.10 or be found guilty of manipulation as described in section 8.1, it shall be obliged to pay a contractual penalty of €40 unless the Dispatch Partner is not responsible for the violation. The assertion of further claims aside from the contractual penalty, particularly compensation, shall be expressly reserved.
- 9.2. Both parties shall have the right to terminate the entire contractual relationship without notice for cause pursuant to Section 314 German Civil Code. PackVERTISE shall be deemed in the following situations in particular to have cause for termination without notice:
- 9.2.1. PackVERTISE has concrete indications that the Dispatch Partner is violating its duty under section 5.6. to report truthfully and completely the amount and type of Advertising Material it has dispatched, thus destroying the basis of trust between the parties;
- 9.2.2. the Dispatch Partner is violating its duties under sections 5.8 or 5.9 and/or
- 9.2.3. PackVERTISE has concrete reason to suspect manipulation by the Dispatch Partner as described in section 8 and the basis of trust between the parties is thus destroyed.

In the situations described in 9.2.1 and 9.2.3, termination without notice does not need to be preceded by a warning to the Dispatch Partner to no avail.

10. Indemnity

- 10.1. The Dispatch Partner agrees to indemnify PackVERTISE on first demand from any claims which third parties may assert against PackVERTISE in relation to a violation of their rights by the Dispatch Partner, unless the Dispatch Partner is not responsible for the violation of rights. The Dispatch Partner will also bear the costs of any legal representation required by PackVERTISE, including all court and lawyers' fees. The Dispatch Partner will, upon

request, provide PackVERTISE without delay with all the available information which could aid its defence against such claims.

11. Liability

- 11.1. Except in the case of a violation of essential contractual duties, PackVERTISE is only liable for damage if and insofar its legal representatives, officers or other vicarious agents can be charged with causing damage deliberately or due to gross negligence. In case essential contractual duties were violated, PackVERTISE is liable for any culpable conduct of its legal representatives, officers or other vicarious agents.
- 11.2. Nothing in these terms and conditions shall limit or exclude PackVERTISE'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; or (c) any other liability which cannot be limited or excluded by applicable law.
- 11.3. Subject to Clause 11.2., PackVERTISE shall not be liable to the Dispatch Partner, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of damage to goodwill; and (g) any indirect or consequential loss.
- 11.4. Subject to clause 11.2, PackVERTISE's total liability to the Dispatch Partner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 150% of the total Charges paid under any individual order.
- 11.5. This Clause 11 shall survive termination of the Contract.
- 11.6. The aforementioned limitations of liability and disclaimers shall not apply, should PackVERTISE have made any express warranties or representations (given guarantees) and they shall not apply with regard to injuries to life, limb or health as well as in case of mandatory statutory regulations, in particular in accordance with the law on product liability.
- 11.7. Regarding damage resulting from loss or damage to the advertising media during the time from when the goods are handed over for carriage until they are delivered, or if the courier commissioned by PackVERTISE exceeds the time limit for delivery, PackVERTISE is only liable in addition to the aforementioned liability limitations according to paragraph 7 in accordance with §§ 425 ff. HGB, i.e. Sections 425 ff German commercial code (cargo business); unless the carrier/transport company has contractually assumed an advanced liability vis-à-vis PackVERTISE. In such a case, PackVERTISE is just as liable as the carrier. According to German Law the Contractual Carrier shall be liable for any damage resulting from the loss of, or damage to, the goods occurring between the time the goods have been taken over for carriage and the time of their delivery, or resulting from delay in delivery. Where conduct on the part of the consignor or consignee or a particular defect of the goods has contributed to the occurrence of the damage, then the obligation to pay compensation and the amount of the compensation payable shall depend on the extent to which such circumstances have contributed to the damage. The contractual carrier is released from liability insofar as the loss of, or damage to, the goods or the delay in delivery was due to

circumstances which the contractual carrier could not avoid even by exercising the utmost diligence and the consequences of which he was unable to prevent.

12. Confidentiality

- 12.1. The parties will treat as confidential all the information about the business of the other party, be it of a technical, commercial or organisational nature, which one party (the "Disclosing Party") makes accessible to the other party (the "Receiving Party") or which the Receiving Party gains knowledge of in the course of the performance of the agreement (together "Disclosure"). This applies in particular to business and marketing strategies, information about price structures, margins and turnover, customer data, marketing plans, cooperation partners, procurement and purchasing conditions and other financial and business data (together "Confidential Information").
- 12.2. The parties agree (a) to use the Confidential Information exclusively for the purposes of the performance of this agreement, (b) only to reproduce it if and to the extent absolutely necessary for the same purposes and (c) not to make it accessible to third parties except for those vicarious agents of the parties whose knowledge of the Confidential Information is necessary for the performance of the agreement.
- 12.3. In keeping Confidential Information secret, Receiving Party will display at least the same level of care and diligence that it would to protect confidential information of the same nature of its own, putting into place those protective measures that it itself would take. At the very least it must display ordinary care and attention. In particular it will take adequate steps to protect the Confidential Information against unauthorised disclosure, reproduction and use.
- 12.4. The obligation to treat information as confidential shall not apply to information which (i) Receiving Party was demonstrably already in possession of before Disclosure, and (ii) which was already in the public domain at the time of Disclosure. Furthermore, the obligation shall not apply to information which (i) Receiving Party can prove it received, without being bound to confidentiality, from a third party after conclusion of this contract, as long as the third party in question did not violate its own confidentiality obligation vis-à-vis Disclosing Party by passing on the information, and (ii) which Receiving Party can prove entered the public domain through no fault of its own after conclusion of this agreement. Equally, the confidentiality obligations shall not apply to information which has to be disclosed by law or as the result of a final court decision or official directive. Where legally permissible, however, the party required to disclose the information is obliged to inform the other party of the disclosure in advance or as soon as possible after the event. It must also take steps to ensure that the information is not generally publicised and attempt to procure a confidentiality agreement to protect it.
- 12.5. The obligations laid out in section 11 shall be valid for the term of this agreement and for three years after it ends.

13. Term and termination

- 13.1. The contractual relationship between PackVERTISE and the Dispatch Partner governing participation in the PackVERTISE dispatch network has an unlimited term.

- 13.2. The contractual relationship can be terminated in writing by either party with three months' notice to the end of the month. If at the time the termination becomes effective individual contracts governing the procurement and dispatch of Advertising Material exist for which performance has not yet been effected or not yet been completely effected, the individual contracts will still be carried out in accordance with these Terms and Conditions.
14. The Dispatch Partner shall give its express consent ahead of time to PackVERTISE indicating its name and/or its brand as reference partner, particularly in the online presence of PackVERTISE.

15. Compliance with relevant requirements

- 15.1. The Dispatch Partner shall: (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (Relevant Requirements); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and Clause 1.1(b), and will enforce them where appropriate; and (d) promptly report to PackVERTISE any request or demand for any undue financial or other ad-vantage of any kind received by The Dispatch Partner in connection with the performance of this agreement.
- 15.2. The Dispatch Partner shall ensure that any person associated with the Dispatch Partner who is performing services in connection with these terms and conditions does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Dispatch Partner in this Clause 1 (Relevant Terms). The Dispatch Partner shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to PackVERTISE for any breach by such persons of any of the Relevant Terms.

16. Miscellaneous

- 16.1. These Terms and Conditions and all the legal relationships between the parties connected with the object of the agreement shall be subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes connected with this contractual relationship and the individual contracts based on it, including disputes concerning their effectiveness and that of later amendments and additions, shall be Berlin. PackVERTISE, however, shall also have the right to bring suit at the Dispatch Partner's place of performance.
- 16.2. Where it is stipulated in these Terms and Conditions that the written form is required for certain declarations, this requirement shall be deemed to have been met if such declarations are sent by fax or by e-mail (without single-handed or qualified electronic signature) to the fax numbers and e-mail addresses provided by the parties. A rescission or waiver of the requirement of written form must itself be in writing.
- 16.3. To assign to a third party the rights and obligations they have under this contractual relationship and under the individual contracts based on it, the parties require the consent of

the other party. Without prejudice to the previous sentence, PackVERTISE can, however, transfer its rights and obligations under this contractual relationship and the individual contracts based on it, in full or in part, to an affiliated company within the meaning of sections 15 et seqq. Stock Corporation Act. In the event of this hap-pening, PackVERTISE shall be liable in the second degree for the obligations it assumed vis-à-vis the Dispatch Partner.

- 16.4. Should one or more of the provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. Section 139 German Civil Code shall not apply. The parties agree to replace invalid provisions with valid provisions that correspond to that which the parties would have agreed, based on the intent of the contract, had they been aware of the invalidity of the provision(s) in question upon entering into the contract. The same applies mutatis mutandis to loopholes in the contract.
- 16.5. PackVERTISE reserves the right to amend these Terms and Conditions at any time without having to state its reasons.
- 16.6. If the performance of any order is, in any way, substantially affected in relation to either party as a consequence of UK ceasing to be a member of the European Union (Brexit), that party may inform the other party of such matter in writing (a Brexit notice). Following receipt of a Brexit notice the parties shall enter into good faith negotiations with the aim of mitigating the consequences of the impact of Brexit on the party serving notice. If the parties cannot reach mutual agreement in respect thereto within 30 days of receipt of the Brexit notice by the other party, either party is entitled to terminate the order by serving no less than 30 days written notice on the other party, without being liable to the other party for any loss or damages suffered as a consequence thereof.

Last updated: January 26th, 2016