



The following documents form a binding agreement ("Agreement") between Air-Sea Packing Group Ltd ("ASPG", "We", "Our" or "Us") and the client ("Client", "You" or "Your"):

1. Proposal; and
2. Terms and Conditions.

If there is any conflict or ambiguity between the Proposal or the Terms and Conditions, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

The Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. A reference to writing or written excludes fax but not email.

TERMS AND CONDITIONS

BY ENTERING THIS AGREEMENT, YOU EXPRESSLY AGREE TO BE BOUND TO THE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

YOU SHOULD PAY PARTICULAR ATTENTION TO CLAUSES 2.5, 2.6, 5, 10, 11, 13, 14 AND 25 (ADDITIONAL CONSUMER TERMS).

1. COMMENCEMENT AND DURATION

1.1 This Agreement shall commence on the date of the Proposal and shall continue, until terminated in accordance with clause 15 of this Agreement.

2. APPOINTMENT AND SERVICES

- 2.1 ASPG shall agree the scope of the services ("**Services**") required by the Client in writing ("**Proposal**") prior to commencement of this Agreement.
- 2.2 The parties may vary the scope of the Services provided that the other party has agreed to the variation in writing. The Services and Charges may fluctuate depending on any adjustments that You require throughout the duration of this Agreement, for example fluctuations in storage space required from month to month. ASPG will notify any changes to the Services and Charges with You in writing.
- 2.3 The Client appoints ASPG to provide the Services to the Client.
- 2.4 ASPG shall provide the Services during normal business hours (8 am to 4 pm Monday to Friday) on normal business days (a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business).
- 2.5 ASPG shall:
- (a) provide the Services in accordance with the Agreement; and
 - (b) provide the Services with reasonable care and skill.
- 2.6 Time shall not be of the essence for performance of the Services. All statutory warranties are excluded to the maximum extent permitted by applicable law.
- 2.7 Unless stated otherwise in this Agreement, ASPG will not:
- (a) dismantle, disassemble, assemble or reassemble products composed of medium density fiberboard (MDF); chipboard or unit furniture (flat-pack type assemblies);
 - (b) disconnect or reconnect any appliances from or to any service, utility, fitting or other equipment. This includes, but is not limited to, computer equipment, electronics, kitchen large or small appliances, audio equipment etc;
 - (c) remove or place fitted floor coverings;
 - (d) hang or fit curtains, blinds or other window coverings, pictures, artwork or other wall hung items;
 - (e) move or transport storage heaters (unless dismantled by others), safes, or any article weight greater than 550 pounds (250 Kg);
 - (f) move, transport or store any items that have not been agreed with ASPG and listed on the inventory.

3. INVENTORY

3.1 ASPG shall provide the Client with an inventory of all Goods subject to the Services under this Agreement. The inventory provided to the Client shall constitute a complete and accurate list of the Goods received by ASPG. The Client should notify ASPG in writing of any error or omission within 3 days of receiving the inventory and, if appropriate, ASPG shall provide an updated inventory.

4. CLIENT'S RESPONSIBILITIES

- 4.1 You shall inform ASPG of any special packing requirements, particular faults or fragility of which You are aware and which would affect the manner and method utilized by ASPG to pack the Goods.
- 4.2 To the extent ASPG's Services include removal of property from any location, the Client shall:
- (a) ensure that any property that is not intended for Services shall be removed from the premises and any property that is intended for Services is not left behind at the premises;
 - (b) obtain at Your sole cost and expense all documents, permissions, permits, or approvals necessary for the performance of the requested Services;
 - (c) be solely responsible for the security of the Goods at the premises from which any property is being removed and at any destination point to which ASPG is contracted to deliver such property;
 - (d) ensure that You or Your Authorized Representative (as specified in the Proposal) are present at the time of any delivery and throughout the delivery process until completed;
 - (e) be solely responsible for the proper and adequate preparation and stabilization of all electrical or electronic appliances and equipment, prior to removal of the same from any premises by ASPG;
 - (f) You shall make any necessary arrangements and payment for any necessary parking facilities which may be required by ASPG to perform its Services or reimburses ASPG for any reasonably incurred parking or access charges as requested. You are solely responsible for assuring appropriate and adequate physical access to Your premises to permit ingress and egress of ASPG vehicles.

5. CLIENT'S WARRANTIES AND INDEMNITIES

- 5.1 This clause 5 shall not apply if You are a consumer.
- 5.2 You warrant on an ongoing basis that:
- (a) You are the owner (or are authorized by the owner) of all goods, materials, property, merchandise, articles or items ("**Goods**") You request ASPG to deal with and You have the legal right to instruct ASPG to perform the Services;
 - (b) none of the Goods are dangerous, hazardous or constitute illegal contraband under the laws of any country from, through or to which ASPG may be contracted to transport such items; and
 - (c) You have supplied ASPG with all material information relating to Your requirements for the Services.
- 5.3 You shall indemnify ASPG against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses, suffered or incurred by ASPG arising out of or in connection with:
- (a) any of the warranties given at clause 5.1;
 - (b) Your obligations in clause 4;
 - (c) any claim made against ASPG arising out of Your failure to comply with any statutory or HMRC requirements, including administrative requirements, concerning the payment of tax, customs or duties in respect of any of the Goods; and
 - (d) ASPG complying with direct instructions from You or Your negligence.

6. CUSTOMS DOCUMENTATION

- 6.1 It is Your responsibility and obligation to ensure the accuracy of any description of Goods being transported internationally by ASPG and to assure that all local legal requirements for export or import, customs declarations and documentation are accurate, adequate and complete. This obligation shall apply to Goods transported by Us as well as any Goods shipped by Client directly for which ASPG has been retained to clear customs inspection.
- 6.2 Subject to Client's obligations in clause 6.1, ASPG will present and process Your prepared customs documentation to appropriate officials and agencies as necessary to effect transportation of Goods.

7. PACKING

7.1 ASPG shall pack items for storage or for carriage by land, sea or air depending on the Services. The choice of materials used in the packing of such items shall be at ASPG's sole discretion.

8. RIGHT TO INSPECT

- 8.1 The Client grants ASPG the right to open or inspect any of the Goods and to properly and immediately dispose of any Goods that pose a risk or threat to the health, safety, welfare or security of ASPG's personnel or third parties or which ASPG reasonably and in good faith believes pose a threat to health, safety welfare or security of its personnel or third parties.
- 8.2 You agree to waive any claim against Us and ASPG shall have no liability to You for any loss, damage, cost or expense associated with the disposition of such materials, Goods or packages disposed in accordance with clause 8.1 above. Without limiting such waiver, in the event the products, materials, packages, boxes or Goods do not represent an immediate threat to health, safety or welfare of Our personnel or third parties in the sole opinion of ASPG, We will make a reasonable effort to contact You to arrange for removal of such items from Our possession, custody and control.

9. CHARGES AND PAYMENT

BUSINESS TERMS	CONSUMER TERMS
<p>9.1 The charges for the Services provided by ASPG ("Charges") shall be set out in the Proposal sent to You.</p> <p>9.2 ASPG reserves the right to request an upfront payment ("Deposit") prior to undertaking the Services. The Deposit shall be retained by ASPG for the duration of this Agreement and used against the final payment due to ASPG on completion of the Services. If there are any surplus funds from the Deposit following the final payment, ASPG shall refund the Client the balance within a reasonable period unless any other outstanding Charges are due to ASPG.</p> <p>9.3 ASPG may, by giving notice to the Client at any time, increase the Charges to reflect any increase in the cost of providing the Services that is due to:</p> <ul style="list-style-type: none"> (a) any factor beyond ASPG's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Client to change the delivery date(s), quantities or types of Goods; or (c) any delay caused by any instructions of the Client or failure of the Client to give ASPG adequate or accurate information or instructions. <p>9.4 The Client may at any time prior to dispatch of the Goods amend or cancel by giving written notice to ASPG. If the Client cancels the Services less than 48 hours prior to the agreed date of dispatch, ASPG shall be entitled to charge a cancellation fee equal to the Deposit paid by the Client in accordance with clause 9.2 or 25% of the Charges if no Deposit has been paid or agreed.</p> <p>9.5 The Charges excludes amounts in respect of value added tax ("VAT"), which the Client shall additionally be liable to pay to ASPG at the prevailing rate, subject to the receipt of a valid VAT invoice.</p> <p>9.6 ASPG may invoice the Client for the Services;</p> <ul style="list-style-type: none"> (a) monthly for storage; or (b) on or at any time after the completion of the Services. <p>9.7 The Client shall pay each invoice submitted by ASPG:</p> <ul style="list-style-type: none"> (a) within 30 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by ASPG, and (c) time for payment shall be of the essence. <p>9.8 On termination of this Agreement for any reason, the Client shall immediately pay any outstanding unpaid invoices and interest due to ASPG. ASPG may submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Client shall pay these invoices immediately.</p> <p>9.9 If the Client fails to make any payment due to ASPG under this Agreement by the due date for payment, then, without limiting the other party's remedies under clause 15 the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.</p> <p>9.10 All amounts due from the Client under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). ASPG may at any time, without notice to the Client, set off any liability owed to it by the Client against any liability owed by it to the Client, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.</p>	<p>9.1 The charges for the Services provided by ASPG ("Charges") shall be set out in the Proposal sent to You.</p> <p>9.2 ASPG reserves the right to request an upfront payment ("Deposit") prior to undertaking the Services. The Deposit shall be retained by ASPG for the duration of this Agreement and used against the final payment due to ASPG on completion of the Services. If there are any surplus funds from the Deposit following the final payment, ASPG shall refund You the balance within a reasonable period unless any other outstanding Charges are due to ASPG.</p> <p>9.3 ASPG may, by giving 14 days' notice to You, increase the Charges to reflect any increase in the cost of providing the Services that is due to:</p> <ul style="list-style-type: none"> (a) any factor beyond ASPG's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any delay caused by any instructions of the Client or failure of the Client to give ASPG adequate or accurate information or instructions. <p>9.4 You may cancel the contract with Us if You do not agree to the increased Charges in accordance with clause 9.3.</p> <p>9.5 We may charge You additional sums if:</p> <ul style="list-style-type: none"> (a) You request to change the delivery date(s), quantities or types of Goods; or (b) You don't give Us information We've asked for about how We can access Your property for delivery, installation or to provide Services or if You don't do preparatory work for installation, as agreed with Us. For example, We might need to re-deliver on another vehicle or with extra manpower, or reschedule Services. <p>9.6 The Charges includes amounts in respect of value added tax ("VAT").</p> <p>9.7 ASPG may invoice You for the Services;</p> <ul style="list-style-type: none"> (a) monthly for storage; or (b) on or at any time after the completion of the Services. <p>9.8 You shall pay each invoice submitted by ASPG:</p> <ul style="list-style-type: none"> (a) within 30 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by ASPG. <p>9.9 On termination of this Agreement for any reason, You shall immediately pay any outstanding unpaid invoices and interest due to ASPG. ASPG may submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and You shall pay these invoices immediately.</p> <p>9.10 If We're unable to collect any payment You owe Us We charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay Us the interest together with any overdue amount.</p>

10. RISK AND DAMAGE TO THE GOODS

- 10.1 Subject, at all times to the limit in clause 11.2, the risk in the Goods shall pass to the Client on completion of delivery.
- 10.2 ASPG shall:
- (a) be responsible for loading the Goods and unloading them at the area where the Goods are designated for storage or final delivery. Subject to the limit in clause 11.2, and without prejudice to the insurance obligations in clause 12, the Goods shall be at ASPG's risk during loading and unloading save that ASPG shall not be liable for loss or damage caused as a result of negligent acts committed by the Client or its servants or agents in assisting with unloading and
 - (b) obtain a signed receipt for each delivery from the Client, an Authorized Representative or other person authorized by the relevant Client and forward a copy to the Client immediately on request.
- 10.3 Receipt by the Client or any Authorized Representative without complaint shall constitute prima facie evidence that the Goods were delivered in good condition in accordance with this Agreement.
- 10.4 Subject to clause 11.2, ASPG shall be liable for:
- (a) unaccountable losses of Goods while in its custody or under its control; and
 - (b) ascertainable losses, destruction or damage to the Goods due to the ASPG's gross negligence or willful acts, omissions and default, including theft, misappropriation or damage caused by ASPG while the Goods are in the custody or under the control of ASPG ("Loss").
- 10.5 If and to the extent that Loss is directly caused by gross negligence or willful act or default of, or breach of duty owed to the Client, ASPG shall compensate the Client for any such Loss subject to clause 11 below.

11. LIMITATION OF LIABILITY

BUSINESS TERMS	CONSUMER TERMS
<p>11.1 Nothing in this Agreement limits or excludes:</p> <ul style="list-style-type: none"> (a) the Client's liability for payment of Charges properly due and owing to ASPG; (b) any liability under clause 5.3 of this Agreement; and (c) any liability which cannot legally be limited or excluded, including liability for: <ul style="list-style-type: none"> (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982. <p>11.2 Subject to 11.1, ASPG's total aggregate liability to the Client:</p> <ul style="list-style-type: none"> (a) for damage to Goods in connection with this Agreement shall not exceed: <ul style="list-style-type: none"> (i) the declared value of the subject Goods; or 	<p>11.1 We're responsible for losses You suffer caused by Us breaking this Agreement unless the loss is:</p> <ul style="list-style-type: none"> (a) Unexpected. It was not obvious that it would happen and nothing You said to Us before We entered this Agreement meant We should have expected it (so, in the law, the loss was unforeseeable). (b) Caused by a delaying event outside Our control. As long as We have taken the steps set out in clause 24. (c) Avoidable. Something You could have avoided by taking reasonable action. (d) A business loss. Our liability for any loss You suffer in connection with Your trade, business, craft or profession is limited, as described in 11.3 below. <p>11.2 Nothing in this Agreement limits or excludes:</p> <ul style="list-style-type: none"> (a) the Client's liability for payment of Charges properly due and owing to ASPG;

<p>(ii) £100 per tone of the subject Goods; or whichever is less; or</p> <p>(b) for all other loss or damage which does not fall within sub-clause (a) shall not exceed:</p> <p>(i) the actual loss incurred by the Client; or</p> <p>(ii) £1,000 per incident or series of connected incidents, whichever is less.</p> <p>11.3 The limit at clause 11.2 shall apply even if the lost or damaged Goods form part of a pair or set or had exceptional or antique value before it was lost or damaged. For items that are damaged, ASPG reserves the right to pay for the repair or replacement of the Goods at its sole discretion.</p> <p>11.4 In no case shall ASPG be liable for:</p> <p>(a) loss, damage or theft of the Goods if the Client has refused to insure the Goods in accordance with clause 12;</p> <p>(b) loss of profits;</p> <p>(c) loss of sales or business;</p> <p>(d) loss of agreements or contracts;</p> <p>(e) loss of anticipated savings;</p> <p>(f) loss of use or corruption of software, data or information;</p> <p>(g) loss of or damage to goodwill; and</p> <p>(h) indirect or consequential loss.</p>	<p>(b) any liability which cannot legally be limited or excluded, including liability for:</p> <p>(i) death or personal injury caused by negligence;</p> <p>(ii) fraud or fraudulent misrepresentation; and</p> <p>(iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.</p> <p>11.3 In no case shall ASPG be liable for:</p> <p>(a) loss, damage or theft of the Goods if the Client has refused to insure the Goods in accordance with clause 12;</p> <p>(b) loss of profits;</p> <p>(c) loss of sales or business;</p> <p>(d) loss of agreements or contracts;</p> <p>(e) loss of anticipated savings;</p> <p>(f) loss of use or corruption of software, data or information; and</p> <p>(g) loss of or damage to goodwill.</p>
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12. INSURANCE

Unless the client opts to take insurance set out in the Proposal, the Client shall keep the Goods insured, or shall self insure against all risks for their full insurable value (including duties and taxes) from the commencement of this Agreement including whilst the Goods are in the control, possession and custody of ASPG.

13. TIME LIMITS FOR CLAIMS

13.1 This clause 13 shall not apply if You are a consumer.

13.2 Any claim arising from any Services performed by ASPG, shall be barred and deemed waived unless notice of loss and/or damage shall have been received by Us in writing and:

- (a) If You or Your agent collect property from Our premises, to which any damage or loss is claimed from Us, We will not be liable for any loss or damage unless We are notified in writing within 30 days of such property being removed from Our custody or control.
- (b) If We deliver Goods to a premises, any damage or loss must be recorded in writing on the signed delivery documents and in no event later than 30 days after delivery.
- (c) If We ship Goods overseas, any damage or loss must be recorded in writing on the release documents and in no event later than 30 days after release from Customs.

13.3 Any claim or demand for arbitration shall be commenced against Us within no more than 1 year from the date set forth in either 13.2(a), 13.2(b), 13.2(c) regardless of any statute of limitations that may apply to such claims. Failure to commence an action or proceeding within the time limits prescribed by this section shall constitute a waiver of all such claims.

14. OUR RIGHT OF LIEN

BUSINESS TERMS	CONSUMER TERMS
<p>14.1 ASPG shall have a general and particular lien on the Goods in its possession as security for payment of all sums claimed by ASPG from the Client. Any applicable fees or charges shall continue to accrue on any Goods detained under lien.</p> <p>14.2 If an invoice is not paid in full on its due date for payment, ASPG may, without prejudice to its other rights and remedies, give notice in writing to the Client of its intention to sell or otherwise dispose of some or all of the Goods in its possession if the amount outstanding is not paid in full within 14 days. If the amount due is not paid by the expiry of such period, ASPG may sell or otherwise dispose of some or all of the Goods in its possession, as agent of the Client and at the Client's expense and risk, and shall remit the proceeds of sale or disposal of such Goods to the Client after deduction of all amounts due to ASPG and the expenses incurred by ASPG for the sale or disposal of the Goods. ASPG shall not be liable for the price obtained for the sale or disposal of the Goods.</p>	<p>14.1 ASPG shall have a right of lien over the Goods in its possession if You do not pay ASPG any sums due. A lien means that ASPG has a right to retain the Goods until payment in full has been received from You. The Goods will be held as security for payment of all sums claimed by ASPG from You. Any applicable fees or charges shall continue to accrue on any Goods ASPG keeps hold of under this clause 14.1.</p> <p>14.2 If ASPG has a right of lien, You authorize and consent to ASPG:</p> <ul style="list-style-type: none"> (a) Refusing You access to the Goods; or (b) Moving the Goods to an alternative place of storage; or (c) Using the Deposit towards payment of the unpaid sums due to ASPG; or (d) Disposing of the Goods which includes selling the Goods, if You have not paid the sums due to ASPG within 60 days of the due date for payment. ASPG will notify You in advance of any plans to dispose of the Goods.

15. TERMINATION

15.1 Provided that any outstanding Charges are fully paid in accordance with clause 9, the Client may terminate this Agreement in relation to storage Services with immediate effect by giving written notice to ASPG that the Goods shall be withdrawn from storage.

15.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suffers an insolvency event which means, other than for the purposes of a bona fide reconstruction or amalgamation, such party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that party being otherwise dissolved; or the appointment of an administrator of, or the making of an administration order in relation to, either party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue;
- (d) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(c).

15.3 For the purposes of clause 15.2(a), a material breach means:

- (a) a breach of any of the obligations set out in clauses 4, 5, 6, 9, 12, 17; or
- (b) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this Agreement during its term.

16. DATA PROTECTION

16.1 Both parties will comply with all applicable requirements of data protection legislation.

16.2 ASPG shall process Your personal data in accordance with its [Privacy Policy](#).

17. ASSIGNMENT AND OTHER DEALINGS

BUSINESS TERMS	CONSUMER TERMS
<p>17.1 ASPG may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.</p> <p>17.2 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of Your rights and obligations under this Agreement.</p>	<p>17.1 We can transfer Our contract with You under this Agreement, so that a different organization is responsible for supplying the Services. We'll contact You to let You know if We plan to do this. If You're unhappy with the transfer You can contact Us to end the contract within 14 days of Us telling You about it and We will refund You any payments You've made in advance for Services not provided. You can only transfer Your contract with Us to someone else if We agree to this. We may not agree if We do not consider Your request to be reasonable.</p>

18. NOTIFICATION OF ADDRESS AND NOTICES

- 18.1 While the Goods are in storage and under Our care, You will keep Us informed of Your current address. Notification of change of address will not be effective unless You inform Us in writing and We acknowledge in writing that We have received it.
- 18.2 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place. Any notice shall be deemed to have been received: (i) if delivered by hand at the time the notice is left at the proper address; or (ii) 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.

19. DISPUTES AND GOVERNING LAW

BUSINESS TERMS	CONSUMER TERMS
<p>19.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.</p> <p>19.2 The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.</p>	<p>19.1 These terms are governed by English law. Wherever You live, You can bring claims against Us in the English courts and if You live in Wales, Scotland or Northern Ireland, You can also bring claims against Us in the courts of the country You live in. We can claim against You in the courts of the country You live in.</p>

20. SEVERABILITY

BUSINESS TERMS	CONSUMER TERMS
<p>20.1 The provisions of this Agreement are severable, and if any provision or part-provision of this Agreement is found to be unenforceable, invalid or illegal such provision may be severed or modified and all other provisions shall remain fully valid and enforceable.</p> <p>20.2 If any provision or part provision of this Agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.</p>	<p>20.1 If a court invalidates some of this Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.</p>

21. ENTIRE AGREEMENT

- 21.1 This clause 21 shall not apply if You are a consumer.
- 21.2 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.3 Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

22. VARIATION

- 22.1 No variation of the Agreement shall be effective unless it is agreed in writing.

23. WAIVER

BUSINESS TERMS	CONSUMER TERMS
<p>23.1 Unless otherwise expressly stated in this Agreement, a waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.</p>	<p>23.1 Even if We delay in enforcing this contract, We can still enforce it later. We might not immediately chase You for not doing something (like paying) or for doing something You're not allowed to, but that doesn't mean We can't do it later.</p>

24. FORCE MAJEURE

BUSINESS TERMS	CONSUMER TERMS
<p>24.1 Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same Group as that party, non-performance by suppliers or subcontractors (other than by companies in the same Group as the party seeking to rely on this clause), and interruption or failure of utility service ("Force Majeure Event").</p> <p>24.2 The affected party shall as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement.</p> <p>24.3 The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.</p>	<p>24.1 If the Services are delayed by an event outside Our control, We will contact You as soon as possible to let You know and do what We can to reduce the delay. As long as We do this, We won't compensate You for the delay, but if the delay is likely to be substantial You can contact Us to end this Agreement and receive a refund for any Services You have paid for in advance, but not received, less reasonable costs we have already incurred.</p>

25. ADDITIONAL CONSUMER TERMS

- 25.1 Any of the terms in this clause 25 only apply if You are a consumer.
- 25.2 **Insurance.** You must declare the value of the Goods and have insurance in place covering all risks during transport, handling and storage of the Goods. If You do not have insurance, ASPG may refuse to perform the Services.
- 25.3 Upon ASPG's request, You must promptly provide copies of the insurance policy certificate and details of the cover provided.
- 25.4 **Your legal right to change Your mind.** If You bought Our Services online or over the telephone, You have a legal right to change Your mind. For most of Our Services bought online or over the telephone, You have a legal right to change Your mind about Your purchase within 14 days and receive a refund of what You paid. You can't change Your mind if the Services have already been completed.

- 25.5 **The deadline for changing Your mind.** If You change Your mind about a product You must let Us know no later than 14 days after the day We receive your signed Proposal. You have to pay for Services You received before You change Your mind. If You bought a Service (such as storage) We don't refund You for the time You were receiving it before You told us You'd changed Your mind.
- 25.6 **When and how We refund you.** We will refund You as soon as possible and within 14 days of You telling Us You've changed Your mind.
- 25.7 **Summary of Your key legal rights for Our Services.**
- (a) You can ask Us to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if We can't fix it.
 - (b) If a price hasn't been agreed upfront, what You're asked to pay must be reasonable.
 - (c) If a time hasn't been agreed upfront, it must be carried out within a reasonable time.