

PURCHASE TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Agreement the following expressions have the following meanings unless inconsistent with the context:

“AA”	AA Corporation Limited, registered in England & Wales with company number 03797747, whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA, or, if a different company is named on the Purchase Order, that company;
“AA Materials”	all goods, materials, branding, data, information, designs, specifications, reports and/or equipment provided to the Supplier by or on behalf of the AA in relation to the Agreement including (without limitation) any IP Rights and confidential information of the AA;
“Agreement”	a Purchase Order, these terms and conditions, any agreement to which they are attached, and any other documents expressly agreed by the AA to form part of the Agreement;
“Affiliate”	in relation to any entity, such entity together with any entity that is from time to time a “group undertaking” of such entity (as defined in s1161 of the Companies Act 2006);
“Applicable Laws”	in relation to any undertaking and any circumstance, all laws, rules, regulations, codes, standards determined by any governmental or regulatory authority and generally applicable industry or self-regulatory codes and standards, whether the same are regional, national or international, which apply to such undertaking or to such circumstance;
“Business Day”	any day other than a Saturday, Sunday, bank or public holiday in England;
“Charges”	the charges for the Goods and Services as set out in or calculated in accordance with this Agreement and/or a Purchase Order;
“Commencement Date”	the date specified in this Agreement and/or a Purchase Order, or if no date is specified, the date this Agreement is signed by the AA;
“Delivery Address”	the address for delivery of the Goods and/or Services as specified in this Agreement and/or a Purchase Order or as otherwise nominated by the AA;
“Delivery Date”	the date specified in this Agreement and/or a Purchase Order, or as otherwise nominated by the AA;
“Force Majeure Event”	an event which affects the performance by a Party of its obligations under this Agreement and arises directly from an act of God, act of local government or government, war, fire, epidemic, flood, earthquake or storm, act of terrorism, explosion or civil commotion (save that industrial action taken by the employees of the Party claiming that they have suffered such an event or any other circumstance within the reasonable control of such Party shall not be considered to be a force majeure event for the purposes of this definition);
“Good Industry Practice”	the exercise of reasonable skill, care and diligence ordinarily exercised by experienced and competent businesses that perform obligations similar to those required under this Agreement;
“Goods”	those goods to be supplied by the Supplier as set out in this Agreement and/or any Purchase Order, including any materials, data, information, products and/or documents supplied as part of any Services delivered;
“IP Rights”	all intellectual property rights in any part of the world and includes copyrights and neighbouring rights, moral rights, patents, utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names, domain names, logos and get-up, goodwill and the right to sue for passing off, design rights, semiconductor and topography rights, rights in performances, database rights, rights to protect confidential information and in each case all rights of a similar or corresponding character, whether registered or unregistered and including all applications and rights to apply for the protection of any of the foregoing and all extensions and renewals of such rights which exist now or in the future in any part of the world;
“Month”	a calendar month;
“Parties”	the AA and the Supplier and “Party” shall be construed accordingly;
“Pre-existing IP”	any and all IP Rights owned or used by a Party as at the Commencement Date;
“Purchase Order”	any official purchase order issued by the AA in relation to any Goods and/or Services;

“Services”	those services to be performed by the Supplier as set out in this Agreement and/or any Purchase Order;
“Supplier”	the supplier of the Goods and/or Services, as identified on the Purchase Order;
“Supplier Personnel”	any person assigned to the performance of Services by the Supplier, whether the person is the Supplier's employee, agent, sub-contractor or adviser or any employee of any such agent, subcontractor or adviser.

1.2 The expression “person” means any individual, firm, company, incorporated association, partnership, government, state, or agency of state, or joint venture.

1.3 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced and all relevant regulations and orders issued pursuant to the statute or statutory provision.

2. THE SUPPLIER’S OBLIGATIONS

2.1 In consideration of the payment of the Charges, the Supplier will provide the Goods and/or Services in accordance with the terms and conditions of this Agreement. The terms and conditions of this Agreement apply to the exclusion of all other terms that the Supplier seeks to impose or incorporate or that are implied by trade, custom, practice or course of dealing.

3. DELIVERY OF GOODS

3.1 The Supplier must deliver the Goods to the Delivery Address on the Delivery Date. Time for delivery is of the essence.

3.2 In delivering the Goods to the AA, the Supplier must ensure that:

3.2.1 they are properly labelled, packaged and secured in such a manner as to ensure that they reach the Delivery Address in good condition;

3.2.2 each delivery is accompanied by a consignment slip identifying the Supplier, the number of the Purchase Order, the exact Goods delivered, any special storage instructions (if any) and, in the case of part delivery, the outstanding balance of Goods remaining to be delivered.

3.3 Delivery of the Goods shall be completed upon the Supplier successfully unloading them at the Delivery Address. Title to and risk in the Goods shall pass to the AA upon delivery of them in accordance with this clause.

3.4 The AA will not be deemed to have accepted the Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until it has had a reasonable time after the latent defect has become apparent.

3.5 The Supplier shall not deliver the Goods in instalments without the AA's prior written consent. Where the AA agrees that the Supplier may deliver the Goods in instalments, the Supplier may invoice for each instalment separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the AA to the remedies set out in clause 5.

3.6 The AA may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

3.7 If following such inspection or testing the AA considers that the Goods do not conform or are unlikely to comply with the Supplier's obligations under this Agreement, the AA shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The AA may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.8 Unless otherwise set out in the Purchase Order, the AA is not obliged to return any packaging of any Goods.

4. SUPPLY OF SERVICES

4.1 The Supplier shall, from the Commencement Date until the Delivery Date, supply the Services to the AA in accordance with the Agreement.

4.2 The Supplier shall ensure that the Supplier Personnel it assigns to the Services continue in the functions and responsibilities to which they are initially assigned for as long as it is necessary to achieve proper completion of the Services. AA may, at any time, require the Supplier not to engage or cease to engage any Supplier Personnel and the Supplier must immediately comply with such requirement including requiring any such person to immediately leave the AA’s premises (if relevant).

5. WARRANTIES

5.1 Each Party warrants and represents that, as at the date of this Agreement:

- 5.1.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;
 - 5.1.2 this Agreement is executed by a duly authorised representative of that Party; and
 - 5.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement.
- 5.2 The Supplier warrants and represents that in relation to this Agreement it shall:
- 5.2.1 ensure that the Goods and/or Services are of satisfactory quality and are fit for any purpose expressly or impliedly made known to the Supplier by the AA;
 - 5.2.2 ensure that the Goods and/or Services are unused on delivery, and are free from defects (including latent defects) in design, materials and workmanship upon delivery and for a period of 12 months (or such longer period as agreed by the Parties) following delivery;
 - 5.2.3 perform its obligations using reasonable skill, care and diligence, in accordance with Good Industry Practice and in compliance with any standards and service levels set out in this Agreement and/or a Purchase Order, to the satisfaction of the AA;
 - 5.2.4 act reasonably and in good faith, cooperate with the AA and comply with all lawful and reasonable instructions given by the AA;
 - 5.2.5 use Supplier Personnel who are suitably qualified, skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement
 - 5.2.6 perform its obligations in a timely manner and in accordance with any timescales set out in this Agreement or specified by the AA, or otherwise within a reasonable time;
 - 5.2.7 not infringe any proprietary rights, including IP Rights, of a third party.
- 5.3 The Supplier must, to the extent possible, pass to the AA the benefit of any warranty or undertaking received by the Supplier from any other person or entity relating to the Goods and/or Services supplied to the AA.
- 5.4 The above warranties are in addition to any other warranties agreed by the Supplier, which are granted to the AA under Applicable Laws or are otherwise implied by operation of law
- 6. AA REMEDIES**
- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the Delivery Date, or delivers Goods and/or Services that are not in compliance with the requirements of Agreement, the AA shall have one or more of the following rights:
- 6.1.1 to suspend or terminate the Agreement in whole or part with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to reject the Goods and/or Services (in whole or in part) whether or not title has passed and (where practicable) return them to the Supplier at the Supplier's own risk and expense;
 - 6.1.4 to require the Supplier to repair, replace or re-perform the rejected Goods and/or Services at its own cost within a reasonable time;
 - 6.1.5 where the AA has paid in advance for Goods and/or Services, to have such sums refunded by the Supplier; and/or
 - 6.1.6 to claim damages for any additional costs, loss or expenses incurred by the AA which are in any way attributable to the Supplier's failure (including any additional costs and/or expenses in procuring substitute goods and/or services from a third party).
- 6.2 The remedies set out in this clause 5 shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.3 The AA's rights under the Agreement are in addition to its rights and remedies implied by statute and common law. The Supplier agrees that damages alone would not be an adequate remedy for its breach and that the AA shall be entitled to seek remedies of injunction, specific performance or other equitable relief for any threatened or actual breach.

7. AA MATERIALS

- 7.1 The Supplier must not use the AA Materials for any purpose other than the purpose for which they were provided by the AA. The Supplier must not in any circumstances use the AA's Materials in connection with providing goods and/or services to, or acquiring goods and/or services from, any third party other than is required or permitted under the Agreement.
- 7.2 Supplier must keep the AA's Materials in safe custody at its own risk, separate from any materials of the Supplier or a third party, maintain them in good condition until returned to the AA, and not dispose of them other than in accordance with the AA 's written instructions.

8. INTELLECTUAL PROPERTY

- 8.1 All IP Rights in the AA's Pre-existing IP are and shall remain owned by the AA.
- 8.2 All IP Rights in the Supplier's Pre-existing IP are and shall remain owned by the Supplier. The Supplier grants to the AA (and its Affiliates) a sub-licensable, assignable, royalty-free, perpetual, irrevocable licence to use such Supplier's Pre-existing IP to the extent necessary for the purposes of this Agreement.
- 8.3 All IP Rights in any materials, data, information, products and/or documents developed by the Supplier for the AA shall be owned by the AA. The Supplier assigns to the AA absolutely all IP Rights and other rights in such materials, data, information, products and/or documents, present and future, with full title guarantee and waives all moral rights irrevocably to the extent permitted by law.
- 8.4 At the AA's request, the Supplier shall at its own cost and expense, do all such acts and things and execute or procure the execution of any document which the AA deems necessary or desirable to give effect to the Supplier's obligations under this clause 8, including without limitation executing or procuring the execution of an assignment agreement.

9. DATA PROTECTION AND USE OF DATA

- 9.1 The Supplier undertakes that it shall comply (and shall require that the Supplier Personnel comply) with all applicable privacy and data protection requirements from time to time in force in relation to the collection, processing and use of personal information, and that it has an appropriate registration or notification with all and any relevant data protection authorities to the extent required by such privacy and data protection requirements.

10. RELATIONSHIP MANAGEMENT AND MANAGEMENT INFORMATION

- 10.1 The Parties will meet on a regular basis to review performance under this Agreement. To enable the AA to monitor the Supplier's performance under this Agreement, the Supplier will provide to the AA such management information as may be requested from time to time by the AA.

11. COMPLIANCE WITH AA POLICIES

- 11.1 The Supplier shall comply with the AA's Supplier Code of Conduct as notified by the AA to the Supplier from time to time, a copy of which can be viewed at [AA Suppliers – AA Corporate \(theaacorporate.com\)](http://theaacorporate.com).
- 11.2 When attending any of the AA's premises, the Supplier shall (and shall procure that the Supplier Personnel shall) comply with the AA's policies relating to on-site attendance (including, without limitation, in relation to health and safety and security) as notified by the AA to the Supplier from time to time.

12. AUDIT ACCESS AND RECORD RETENTION

- 12.1 The Supplier must keep proper, accurate and up to date records relating to the performance of its obligations under the Agreement. The Supplier must retain such records for the duration of the Agreement and for a period of at least six (6) years after the expiry or termination of it.
- 12.2 The Supplier must permit an auditor or other authorised person employed or engaged by or on behalf the AA to access (at all reasonable times, upon not less than 5 Business Days' notice), the records referred to above and to the premises of the Supplier and its permitted subcontractors to inspect such records (including taking copies of such records).
- 12.3 If upon examination of such records, the AA determines that the Charges invoiced by the Supplier under or in relation to the Agreement exceed the amounts properly recoverable from the AA, the Supplier shall promptly refund the excess to the AA.
- 12.4 The Supplier shall fully co-operate with any regulatory body (including granting them full access to the Supplier's premises, records, information, personnel and documents) in relation to any enquiry, investigation or request made into the supply of Goods and/or Services pursuant to the Agreement.

13. CHARGES AND PAYMENT

- 13.1 The AA agrees to pay to the Supplier the Charges. Unless expressly stated in writing to the contrary in this Agreement, the Charges are exclusive of value added tax and insurance premium tax (which shall be payable in addition at the

prevailing rate), are inclusive of all other duties, taxes and charges, are inclusive of all costs of supply and delivery, and are calculated and payable in pounds (£) sterling.

- 13.2 The Supplier will issue invoices issued following provision, delivery and acceptance of the relevant Goods and/or Services by the AA in accordance with this Agreement.
- 13.3 The AA will pay or procure the payment of all correctly issued invoices within 60 days of the date of the relevant invoice. If the AA believes that an invoice has been incorrectly issued, and/or believes that any Charges set out in an invoice have been incorrectly calculated, it shall inform the Supplier who will promptly investigate and issue a corrected invoice.
- 13.4 If any sum payable under this Agreement is not paid within a period of 30 days from the due date then, except in respect of invoices that are subject to a bona fide dispute, and without prejudice to any other rights under this Agreement, any such overdue sum will bear interest from the end of the 30-day period following the due date until payment is made in full, both before and after any judgement, at 1% per annum over the Bank of England base rate from time to time. The Parties agree that this clause is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 13.5 Unless otherwise specified by AA, all invoices issued by the Supplier shall:
- 13.5.1 be sent to the AA at the registered address marked for the attention of "AA Accounts Payable" or by email to AAPayables@TheAA.com; and
- 13.5.2 reference the purchase order number.
- 13.6 The AA shall not be required to pay any Charges for Goods and/or Services unless it has issued a purchase order relating to such Goods and/or Services. The Supplier acknowledges that it should not commence any work relating to such Goods and/or Services until the foregoing has been satisfied.
- 13.7 The AA may at any time set off any liability of the Supplier to the AA against any liability of the AA to the Supplier, whether or not either liability arises under this Agreement or otherwise. Any exercise by the AA of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 13.8 All amounts due under this Agreement from the Supplier to the AA will (in the absence of express written agreement of the Parties to the contrary) be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim.
- 13.9 The AA reserves the right to make searches with a credit reference agency in relation to the financial standing and creditworthiness of the Supplier, its directors and any other person having a controlling interest in relation to the Supplier. The Supplier acknowledges that the credit reference agency may keep a record of such searches and will share that information with other businesses.

14. LIABILITY AND INDEMNITY

- 14.1 Subject to clause 14.3, the aggregate liability of the AA pursuant to or in connection with this Agreement, whether in contract, tort, negligence, breach of statutory duty, under any indemnity, or otherwise, shall be limited to an amount equal to the aggregate of the overall Charges paid or payable under this Agreement.
- 14.2 Neither Party shall have any liability to the other, whether in contract, tort, negligence, breach of statutory duty, under any indemnity or otherwise howsoever caused for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims, pure economic loss, any extra operating expenses or for any other indirect or consequential loss
- 14.3 Nothing in this Agreement shall operate so as to exclude or in any way limit the liability of either Party for fraud or for death or personal injury caused by its negligence or any other liability that may not be excluded or limited as a matter of English law.
- 14.4 The Supplier shall indemnify and keep the AA indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the AA in relation to this Agreement as a result of or in connection with:
- 14.4.1 any claim made against the AA for actual or alleged infringement of a third party's IP Rights;
- 14.4.2 any claim made against the AA by a third party for death, personal injury, damage to property or otherwise arising out of or in connection with defects in the Goods and/or Services or otherwise in relation to any breach, negligent performance or failure or delay in performance of the Agreement by or on behalf of the Supplier;
- 14.4.3 any claim by or on behalf of any of the Supplier Personnel that his or her employment contract has or will transfer to the AA, any of its Affiliates or a replacement supplier during or following the expiry or termination of the Agreement pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 14.4.4 the Supplier or any of the Supplier Personnel being treated as an employee of the AA, an Affiliate or any replacement supplier or the AA, an Affiliate or a replacement supplier otherwise being liable for any sums

due to or in respect of such Supplier Personnel; or

14.4.5 the negligence, wilful act or omission, or breach of the Agreement by the Supplier or any of the Supplier Personnel.

14.5 The Supplier must give the AA such assistance as it may require in resolving or defending any: dispute between the AA and a third party; and/or claim against the AA by a third party, that has arisen directly or indirectly from any of the circumstances set out in this clause.

15. INSURANCE

15.1 During the term of the Agreement and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the AA's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

16. CONFIDENTIALITY

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

17. SUSPENSION

17.1 The AA may suspend the Agreement (in whole or in part) by written notice to the Supplier at any time. The Supplier shall promptly resume performance of the Agreement (in whole or part) upon receipt of written notice from the AA.

18. TERMINATION

18.1 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:

18.1.1 the other Party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

18.1.2 the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or suffers any other analogous event of insolvency; or

18.1.3 the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

18.2 Without affecting any other right or remedy available to it, the AA may terminate this Agreement for convenience at any time on giving not less than one months' written notice to the Supplier. Any such termination shall be without further liability except for the AA to pay any reasonable Charges due to the Supplier up to the date of termination of this Agreement.

19. CONSEQUENCES OF TERMINATION

19.1 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination.

19.2 Clauses 14, 16 and any other clauses in this Agreement which impliedly have effect after termination will continue to be enforceable notwithstanding termination.

19.3 On termination or expiry of this Agreement howsoever arising the Supplier will return to the AA any documents and data in its possession or control (in a format agreed by the Parties acting reasonably) which contain or record any of the confidential information of the AA.

20. COMPLIANCE

20.1 In performing its obligations under this Agreement, the Supplier shall comply with all Applicable Laws, including (without limitation) the Bribery Act 2010 and the Modern Slavery Act 2015, and all applicable statutes, regulations or codes relating to the same.

20.2 The Supplier warrants that it has in place adequate procedures to prevent itself and anyone associated with it from

engaging in conduct prohibited by Applicable Laws (including, without limitation, bribery, corruption and modern slavery), and has implemented appropriate policies and procedures to ensure compliance in its supply chains.

20.3 The Supplier must pay all taxes owed in accordance with Applicable Laws, not engage in any form of tax evasion, not facilitate the evasion of tax by others and warrants that it has in place reasonable procedures designed to avoid tax evasion and to avoid the facilitation of tax evasion.

21. GENERAL

21.1 This Agreement is not an exclusive arrangement between the Parties for the purchase of any Goods and/or Services. The AA is not required to purchase any minimum quantity of Goods and/or Services from the Supplier.

21.2 The Supplier is not entitled to sub-contract the whole or any part of its obligations under this Agreement without the prior written consent of the AA. Any sub-contracting of this Agreement will not relieve Supplier of any of its obligations under this Agreement, and the Supplier will remain solely liable for the actions and omissions of any such sub-contractors.

21.3 During the continuance of this Agreement and for a period of one (1) year thereafter, the Supplier shall not, without prior written consent of the AA, directly or indirectly employ, engage the services of or solicit any employees, personnel or subcontractors of the AA.

21.4 The AA is entitled to assign and/or novate this Agreement to any Affiliate of the AA. Except for any such assignment or novation, neither Party is entitled to assign or novate this Agreement without the prior written consent of the other Party.

21.5 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. If a Force Majeure Event occurs, the affected Party shall be entitled to a reasonable extension of the time for performing its obligations under this Agreement. If the period of delay or non-performance continues for four weeks or longer, the Party not affected may terminate this Agreement by giving not less than 7 days' written notice to the affected Party.

21.6 No Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

21.7 All notices under this Agreement must be in writing and sent by the sending Party to the company secretary of the receiving Party at its registered office address. Notice may be delivered by hand or first class registered post and shall be deemed to have been served if by hand, at time of delivery and if by first class post, 48 hours after posting. Fax and email are not acceptable methods of notice.

21.8 This Agreement contains all of the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter. Nothing in this clause will exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

21.9 The terms of this Agreement may not be varied unless agreed in writing and signed by authorised representatives of each of the Parties.

21.10 No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

21.11 The Parties acknowledge and agree that this Agreement shall not establish or constitute any relationship of partnership, joint venture, franchise or commercial agency between the Parties except as otherwise expressly provided or agreed and neither Party shall have the power to make or enter into commitments for or on behalf of the other Party without the other's prior written consent. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

21.12 Any provision of this Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.

21.13 This Agreement may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related to it, with such scanned and electronic signatures having the same legal effect as original signatures.

21.14 The Parties agree that the AA's Affiliates shall have the right to enforce this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. Except for such rights granted to the AA's Affiliates, the Parties do not intend that

any of the terms of this Agreement will be enforceable and / or accrue for the benefit of any person not a Party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

21.15 This Agreement shall be governed by and be interpreted according to the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.