

Standard conditions of contract

1. INTERPRETATION

In these conditions:

"IMDL" refers to the company IMDL Limited.

"Materials" refers to any lists of names, addresses and any other information or data or services or documents provided.

"Client" refers to the party whom the materials are supplied by IMDL

2. PRELIMINARY

IMDL contracts subject to the terms and conditions set out below. No additions to or modifications thereof shall form part of the contract unless accepted by IMDL in writing. These terms and conditions shall override and take the place of any other terms and conditions in any document or other communication of/with the Client used in concluding the contract with IMDL.

3. TIME

Any period or times stated for delivery or for compliance with any other contractual obligations of IMDL are estimates only and in any event IMDL accepts no responsibility for loss or damage resulting from delay or failure to notify the Client of any such delay.

Estimated times run from the date of IMDL acceptance of the Client confirming the quotation together with any payment due with such order and receipt of all files, information, licences and consents necessary to proceed with the order.

Changes in specification or additional work or revised instructions relating to any estimates of price and/or time for completion of the contract.

4. PRICES

The price of the Materials shall be IMDL quoted price. Unless otherwise specified prices are subject to IMDL's right to increase any price to take account of delivery charges, insurance costs, special handling charges (if any) and/or packaging charges (if any), agreed charges in the quote or changes in any taxes, duties or levies charged on or in relation to the Materials in relation to this contract and/or any extra costs or expense incurred by IMDL as a result of site conditions, delays, interruptions, lack of information, changes in exchange rates and/or without limitation any other factors beyond IMDL's control.

5. DESPATCH AND DELIVERY

Delivery of the Materials shall be as soon as practicable following the date of the Order Confirmation and payment / payment terms has been agreed.

Delivery will be deemed to have occurred when the Materials are deposited with or collected by any employee of the Client or transmitted by electronic data transfer to an address of the Client.

Where despatch is delayed through the Client's unwillingness or inability to arrange carriage/delivery information or to make any payment due prior to despatch, IMDL will be under no obligation to notify the customer that the Materials are ready for despatch.

If the Materials are stored by IMDL at Client request or after notice has been given that the Materials are ready for despatch the Client shall reimburse IMDL for all costs and expenses of storage (including labour or any necessary costs).

The Client shall be responsible for inspection of the Materials on arrival and shall notify IMDL immediately if there is any damage, discrepancy or shortage, within 7 days after receipt of notice of despatch in the event of non-arrival.

IMDL will be under no obligation to notify the customer thereof so as to enable the Client to insure the Materials during transport or transmission (if any) unless the Client specifically authorises IMDL to make any such carriage and/or insurance on behalf of the Client that IMDL considers necessary. The Client shall be responsible for complying with all conditions and requirements of the carriers.

6. PROPERTY RISK, OBLIGATIONS AND INSURANCE

Property or other rights in the Materials shall remain with IMDL until IMDL has received the full amount of the price or until prior sale by the Client in which latter event IMDL shall be entitled to the proceeds of resale or to claim for such proceeds. So long as Property in the Materials remains with IMDL and the Client is in default in any obligation under this Agreement IMDL shall have the right with or without prior notice to the Client to re-take possession of the Materials and for that purpose to go upon any premises occupied by the Client and on such re-taking of possession this Agreement shall be terminated but without prejudice to the rights of IMDL to enforce any other or additional remedy existing at the time of termination in respect of such default.

The risk in the Material shall pass to the Client on despatch thereafter the Client shall be responsible for the satisfactory care and protection of the Materials and shall comply with all applicable previous licence restrictions used to collate the Materials. The Client shall use all reasonable endeavours in relation to the security and confidentiality of the Materials in its custody or control to prevent any unauthorised disclosure or any part of it. The Client shall take out at its own expense adequate and

comprehensive all risks cover on the Materials.

The Client acknowledges that any uses to which the Materials are put complies with the current Codes of Practice of the appropriate supervisory bodies and comply with the Data Protection Act or Privacy Regulations 1998 or any modification or re-enactment of it from time to time.

7. PAYMENT

Unless otherwise agreed in writing the price must be paid within the agreed terms. Minimum order values will apply to each file/service and royalty fees (if applicable) are payable in addition to processing fees. All fees quoted are excluding VAT unless otherwise detailed within the quote.

In no case shall any dispute concerning any item or separate part of the Materials or work or any further contractual obligation of IMDL to the Client affect the Client's obligation in respect of payments for other parts if any part or instalment of the price is not paid when due, or work on the Materials is held up for any reason attributable to the Client, or the Client incurs bankruptcy, insolvency, liquidation or the appointment of a Receiver, the full price of the Materials less any sums already paid in respect of the Materials and/or work done by IMDL shall immediately become due and payable by the Client and IMDL may at its option cancel the contract or cancel or suspend despatch.

Without prejudice to any other right of IMDL all overdue payments shall be subject to an interest charge of 6% per Annum or part thereof of the amount or amounts for the time being outstanding. The Client agrees to indemnify IMDL, on an indemnity basis, in respect of all legal costs and expenses incurred by IMDL in seeking to obtain payment in full.

In the event that the Client does not take delivery of the whole quantity of the Materials which are subject of any contract to which these conditions apply on the date within the time laid down by such contract then, without prejudice to any other remedy available to IMDL any discount or other allowance in respect of quantities of Materials ordered which is or would be otherwise allowed to the Client shall be recalculated to the level of Materials actually accepted by the Client.

IMDL has the right to retain ownership of Materials in order to dispose of, to recover any debt outstanding.

8. WARRANTY

Any defect in or failure of the Material must be notified in writing forthwith to IMDL by the Client within the period of 7 days after delivery. On the basis indicated below, IMDL will re-supply or make good or refund the material (at IMDL's option) thereof which are shown to IMDL reasonable satisfaction to have proved defective Material by IMDL under proper use and handling by the Client. Defective Materials which are returned to IMDL must be carriage paid by the Client both to and from IMDL. IMDL shall not be responsible for the Material after it has been made good or re-supplied. All labour costs and expenses (if any) incurred in analysing defective Material shall be borne by the Client if proved inaccurate at the standard applicable rate. IMDL shall not give any indemnity or consequential damage caused by defective Material.

Disputes in quality of Material on delivery shall not be a ground for cancellation of the order, agreement or contract.

The 7 day warranty contained in this condition is in lieu of all conditions and warranties whatsoever (whether express or implied and whether arising at Common Law or by statute) all of which are hereby excluded to the extent permitted by law and provided always that nothing herein shall be deemed to exclude the warranty as to title implied by S. 12 of the Sale of Goods Act 1979.

The 7 day warranty given by IMDL above shall not apply if:-

The repair or replacement of Material is required because of accident, neglect or misuse of the Material by Client interference or by persons other than IMDL employees.

Material used in conjunction or merged with supplies from sources which have not been authorised by IMDL.

IMDL has no liability to the Client for Materials lost or damaged including the costs of recovering supplied or managed Materials.

9. PERFORMANCE MATERIALS

IMDL will endeavour to provide Materials with all reasonable due care and attention. It is agreed and understood by the Client that IMDL cannot warrant or guarantee 100% accuracy in relation to the Materials provided to the Client and IMDL shall not be liable for breach of contract in relation to reasonable inaccuracies and omissions.

IMDL operate routines on Material under licences and/or conditions with other third parties to validate conformance and to ensure due care has been undertaken. Material collated beyond the third-party terms and licences are subject to exclusivity agreements that cannot be verified by IMDL but trust that the position of agreed terms and licensing, corroborate the work undertaken to manufacture the Material is done so lawfully. IMDL accept no liability with regard to the construction of the licensed Material from IMDL suppliers and sources.

Any performance figures quoted or referred to in any specification or other document used in concluding an order are estimates only, based on assumed conditions in a well managed office with experienced,

adequate and efficient operators and appropriate services, and proper use of satisfactory materials.

It is accepted that IMDL shall not be liable to the Client or be deemed to be in breach of the contract by reason of any failure to perform in relation to the Materials.

10. SPECIFICATION

IMDL reserves the right on the sale of any Material to make before delivery any alteration to or departure from the specification or design of the Material detailed on the order; provided that it shall not adversely affect the performance or quality of the Material. All specifications or documents issued by IMDL either before or after conclusion of the order are issued solely for the Client's use in connection with the Material and shall not be copied, reproduced or communicated to any third party without IMDL express consent in writing.

11. FORCE MAJEURE AND FRUSTRATION

IMDL shall:-

In any event not be liable for loss or damage and be entitled to cancel or rescind the contract, if the performance of its obligations under the contract is in any way adversely affected by any cause whatsoever beyond IMDL's control including but not limited to the delays or defaults of suppliers or the default of any sub-contractor, war, strike, lock-out, trade dispute, flood, accident to plant or machinery, shortage of materials or labour.

12. CANCELLATION

No contract or order may be cancelled without IMDL's written consent in the event that cancellation is agreed for whatever reason the Client shall indemnify IMDL against all costs, claims, loss and expenses occasioned thereby including any consequential loss and loss of profits.

13. GENERAL

IMDL's liability under any contract is limited to making Material defects or failures to the extent provided in condition 8 hereof and subject thereto IMDL shall not in any circumstances be liable for any loss, damage, costs charges or expense (including indirect and consequential loss or damage) of any nature whatsoever arising, and including but not limited to any loss resulting directly or indirectly from the negligent act or default of IMDL its servants, bureaux, brokers, agents or suppliers or from anything supplied or specified by the Client or from the failure to or delay in supply of any such thing. The Client shall reimburse IMDL for all costs, expenses, losses and damages arising directly or indirectly from the improper use of Materials or late/non-delivery of anything supplied or specified by the Client.

The Client shall not rely upon any representations as to the Material or its quality for any particular purpose, unless made by IMDL in writing.

14. LAW

This contract shall be subject to and construed in accordance with the laws of England in all respects as an English contract subject to the jurisdiction of the English Courts.

15. COPYRIGHT

IMDL documentation and the information described in it are copyrighted with all rights reserved. Under copyright IMDL documentation may not be reproduced, translated, or reduced to any electronic medium or machine readable form, in whole or in part, without the prior written consent of IMDL. Failure to comply with this condition may result in prosecution. IMDL does not warrant that the Material supplied will function properly in every hardware/software environment. Although IMDL make no representation, either express or implied, with respect to the Material, the quality, performance, merchantability, or fitness for a particular purpose. The Material is licensed "as is", and you, the Client, by making use thereof, are assuming the entire risk as to its quality and performance.

16. SEVERABILITY

Should any provision of this Agreement in whole or in part be or become invalid, impracticable or unenforceable, the validity of the other provisions shall not be affected thereby. In such a case, the invalid, impracticable or unenforceable provision shall be deemed to be replaced by a provision which, to the extent admissible according to the applicable laws, comes closest to the purpose of the invalid, impracticable or unenforceable provision.

17. MONITORING

All Calls and emails may be recorded for training and monitoring purposes.

18. DATA USAGE

When data is supplied it is for One Time Use Only unless specified and agreed in advance. Any breach of this will result in an additional invoice and charge for Second Use or Multiple Use.