

SALES TERMS AND CONDITIONS

These Terms and Conditions of Sale are the only Terms and Conditions under which Geoplan Spatial Intelligence Limited agrees to do business. These Terms and Conditions shall be regarded as governing any transaction entered into by or on behalf of the Company to the exclusion of all other Terms and Conditions not incorporated by these Terms and Conditions.

GENERAL PROVISIONS

1. Interpretations

In these Terms and Conditions:-
Expression

Meaning

“Business Day”	A day on which banks in London are open for a full range of banking transactions.
“Company”	Geoplan Spatial Intelligence Limited.
“Consequential Loss”	Without limitation pure economic loss, loss of profit, loss of business and any like loss.
“Contract”	The contract for the sale and purchase of Goods or Data or Software or Third Party Software or Maintenance or Services to which these Terms and Conditions apply.
“Customer”	The person, company or other body purchasing the Goods or Data or Software or Third Party Software or Maintenance or Services from the Company pursuant to the Contract.
“Data”	The data to be supplied to the Customer by the Company pursuant to the Customer’s order and the Contract whether on diskette or embedded in computer software or in any other digital format.
“Goods”	The goods to be supplied to the Customer by the Company pursuant to the Customer’s order and the Contract.
“Intellectual Property Rights”	Any patent, right in a design, copyright, trade mark and other intellectual property right whether or not registered or capable of registration.
“Maintenance”	The maintenance service to be provided to the Customer by the Company pursuant to the Customer’s order and the Contract.
“Services”	The services to be supplied by the Company to the Customer pursuant to the Customer’s order and the Contract.
“Software”	The software to be supplied to the Customer by the Company pursuant to the Customer’s order and the Contract and any software supplied as part of the Goods or the Data or the Third Party Software.
“Third Party”	Any person, company or other body not being the Company or the Customer.
“Third Party Software”	The third party computer software to be supplied to the Customer by the Company pursuant to the Customer’s order and the Contract.
“Working Day”	Any Business Day upon which the Company carries on business.
“Working Hours”	The hours of 9 a.m. to 5.00 p.m. during a Working Day.

2. General

- 2.1 These Terms and Conditions shall apply to all tenders, offers, quotations, acceptances, agreements and deliveries relating to the supply of Goods or Data or Software or Third Party Software or Maintenance or Services by the Company and the Customer shall be deemed to assent thereto.
- 2.2 All descriptions, specifications, drawings, photographs, weights, dimensions, capacities, prices, performance ratings and other information quoted or submitted by the Company or included in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company are to be deemed approximate only (except where stated in writing to be exact) and subject thereto none of such items or any part thereof shall form part of the Contract (other than as approximations).
- 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.4 The Company reserves the right to make any changes in the specifications of Goods or Data or Software or Third Party Software which are required to conform with any applicable safety or other legal requirements or which do not materially affect their quality or performance.

3. Pricing and Payment

- 3.1 Unless otherwise agreed in writing by a director of the Company the price payable by the Customer for the supply of Goods or Data or Software or Third Party Software or Maintenance or Services shall be that agreed between the Customer and the Company each time the Customer places an order. For the avoidance of doubt, these Terms and Conditions shall apply to any orders placed by the Customer whether in writing or orally which order shall become binding if accepted by the Company.

- 3.2 Unless an order has become binding on the Company all prices are subject to change without prior notice.
- 3.3 The Customer shall pay any monies due to the Company within 30 (thirty) days of the date upon the occurrence of any circumstances whereunder payment becomes immediately due or within thirty (30) days of receipt of an invoice by the Customer whichever is the earlier. The time of payment shall be of essence of the Contract.
- 3.4 If the Customer fails to pay any monies on the date or dates agreed between the Company and the Customer or does not comply with an obligation imposed upon the Customer then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to withhold the supply of any Goods or Data or Software or Third Party Software or Maintenance or Services to be provided to the Customer by or on behalf of the Company until such payment is made.
- 3.5 The Company reserves the right to charge interest to the Customer on any sums, fees or other charges which are not paid on the due date or dates and such interest may be charged (as well after as before a judgement) at the rate of three per cent (3%) per annum above the base rate of Barclays Bank Plc from time to time subsisting such interest to accrue on a daily basis.
- 3.6 After an order has become binding on the Company, all prices will have Value Added Tax added at the appropriate rate.
- 3.7 Unless otherwise agreed in writing, packaging, delivery and transport charges and insurance and expenses will be charged extra at the Company’s then current rates for the same.
- 3.8 After an order has become binding on the Company, all prices are subject to increase to reflect any increases in cost to the Company (including without limitation, costs of materials, labour, transport and services, fluctuations in currency exchange rates and any tax, duty, fee or charge imposed by any government or other authority, prior to delivery, any change in delivery dates, quantities or specification for the Goods or Data or Software or Third Party Software or Maintenance or Services which are requested by the Customer, or any delay caused by any instructions of the Customer for failure of the Customer to give the Company adequate information or instructions).
- 3.9 The Customer shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any monies owed by the Company and shall pay all amounts due without making a deduction of any kind.

4. Customer’s Obligations

- 4.1 The Customer shall:-
 - 4.1.1 pay all sums, fees and other charges due under the Contract upon the due date or dates, time of payment being of the essence;
 - 4.1.2 take all reasonable precautions to protect the health and safety of the Company’s personnel whilst at any location of the Customer;
 - 4.1.3 allow the Company to exercise a right of entry over all premises in the possession of or under the control of the Customer in order for the Company to fulfil its obligation under the Contract and to determine whether the Customer is complying with its obligations by virtue of these Terms and Conditions; and
 - 4.1.4 in the event that the Customer fails for any reason to complete any purchase of any Goods or Data or Software or Third Party Software or Maintenance or Services within the period notified to the Customer at any time by the Company, the Customer shall indemnify the Company against any loss, damage or other cost of whatsoever nature suffered or incurred by the Company reasonably relating to such failure on the part of the Customer.
- 4.2 The Customer shall promptly provide the Company, on request, with all information and assistance that the Company may reasonably require.
- 4.3 The Customer acknowledges that he is relying solely upon his own skill and judgement and not that of the Company in determining the suitability of any Goods or Data or Software or Third Party Software or Maintenance or Services and the fitness for any general or specific purpose of any Goods or Data or Software or Third Party Software or Maintenance or Services.
- 4.4 The Customer warrants that any of its representatives who enter into the Contract have the Customers authority to do so and that the Customer will take responsibility for any employee, ex-employee or other person who holds themselves out to be the authorised representative of the Customer.

5. Documentation

The Customer shall not copy or reproduce in any way the whole or a part of the user manual or any other documentation relating to any Goods or Data or Software or Third Party Software or Maintenance or Services which is supplied to the Customer under the Contract without the consent in writing of the Company.

6. Delivery and Inspection

- 6.1 All dates supplied by the Company for the delivery or installation or implementation or testing of an element of Goods or Data or Software or Third Party Software or the provision of any Maintenance or the provision of any Service shall be treated as being approximate only.
- 6.2 The Customer shall inspect the Goods or Data or Software or Third Party Software within 5 Working Days of delivery. The Company shall remedy a substantial defect in the Goods or Data or Software or Third Party Software notified to the Company within 4 Working Days of such inspection provided always that if the Company is unable to do so, the Company may at its option replace the Goods or Data or Software or Third Party Software in question in which event the Customer shall forthwith return such Goods or Data or Software or Third Party Software to the Company. For the avoidance of doubt, the Goods or Data or Software or Third Party Software will be deemed accepted by the

Customer if the Customer has not notified the Company of a substantial defect in the Goods or Data or Software or Third Party Software within 5 Working Days of delivery and the Customer shall not be entitled to withhold acceptance for defects in the Goods, Data or Software or Third Party Software which are not substantial.

7. Provision of Maintenance

- 7.1 Where the Company agrees to provide Maintenance in respect of the Third Party Software or Data to be supplied to the Customer under the Contract, Maintenance will comprise:-
- 7.1.1 In respect of Software or Third Party Software, during Working Hours and for the agreed period:-
 - 7.1.1.1 reasonable assistance in the resolution of queries via a telephone call originated by the Customer;
 - 7.1.1.2 the dispatch to the Customer from time to time at the Company's sole discretion of updates of the Software or Third Party Software (as and when such are made available to the Company by the proprietor of the Third Party Software). The Customer shall be responsible for the installation of any such upgrades;
- 7.1.2 In respect of Data, Maintenance shall comprise the provision of updates of the Data to the Customer for the agreed period as and when such updates are available to the Company.
- 7.1.3 Any additional maintenance which the Company agrees to supply to the Customer in relation to the Software or Third Party Software or Data shall be provided on a time and materials basis at the Company's then current rates for same.

8. Provision of Goods, Data, Software and Third Party Software

- 8.1 8.1.1 Unless otherwise agreed in writing between the Customer and the Company, the price of each item does not include the cost of delivery to the Customer's premises and installation (where applicable) for which the Customer shall be liable in addition.
- 8.1.2 The Customer is responsible for ensuring that its premises are ready to receive the items concerned.
- 8.2 8.2.1 Title in the Goods shall not pass to the Customer until the total price payable for them has been paid in full.
- 8.2.2 Until title in the Goods has passed to the Customer, the Customer shall hold the Goods as bailee for the Company and, whilst it may use them in the ordinary course of its business, it shall not obliterate any identifying mark and will, if required by the Company store the Goods separately from other goods. Until title passes, the Company or its authorised representative has the right to enter on to any premises occupied by the Customer to recover possession of the Goods.
- 8.2.3 Risk in the Goods, or Software or Third Party Software passes to the Customer on delivery to the Customer or to the Customer's order (whichever is the sooner). With effect from delivery and until title in the Goods passes to the Customer, the Customer is responsible for insuring the Goods against loss or damage for the full cost of their replacement.
- 8.3 The title to and the Intellectual Property Rights in the Data or Software or Third Party Software and in the media containing such Data or Software or Third Party Software does not pass to the Customer. The Customer is licensed to use such Data or Third Party Software in accordance with the applicable licence terms and by entering into the Contract the Customer agrees to comply with such terms by way of licence from the proprietor of such Data or Third Party Software whether stated in this Agreement in relation to Data originated or sublicensed by the Company or stated in documentation supplied by the proprietor of such Data or Third Party Software.
- 8.4 Except as stated elsewhere in these Terms and Conditions, the liability of the Company in respect of the Goods or Data or Third Party Software is limited to assigning to the Customer (in so far as the Company is legally permitted to do so) the benefit of any warranties with which such items have been supplied to the Company.
- 8.5 8.5.1 Subject to payment by the Customer to the Company of the monies due under the Contract and subject further to the provisions of any licence proffered by or on behalf of the owner of the Data or Third Party Software, the Company hereby grants to the Customer a non-exclusive non transferable licence to use the Data or Software upon the Terms and Conditions.
- 8.5.2 This licence shall be deemed to incorporate and include all updates of Data and Software which is supplied from time to time to the Customer by the Company and whether such further or bespoke software is expressly referred to in the Customer's order or not (including without limitation any further or bespoke software from time to time created by the Company for the Customer). This clause 8.5.2 is without prejudice to the Company's right to charge the Customer for the supply of such further or bespoke software.
- 8.5.3 The licence hereby granted and the Customer's rights to use the Data or Software are subject in any event to the following restrictions:-
 - 8.5.3.1 Subject to clause 8.5.4, the Data or Software shall be used only by the Customer for the purposes of the Customer's own internal business;
 - 8.5.3.2 the Data or Software shall be used (on a single user basis only) by the Customer on a single computer which is under the Customer's control at the Customer's premises;

- 8.5.3.3 the Data or Software may be transferred from one computer to another provided it is used on only one computer at any time;
- 8.5.3.4 the Data or Software may be used on a computer network provided the Customer has purchased such number of copies of the Data or Software equal to the maximum number of copies of the Data or Software in use on that network at any one time;
- 8.5.3.5 the Customer shall not load the Data or Software onto a network server for the purpose of distribution to one or more other computer(s) network or to affect such distribution;
- 8.5.3.6 the Customer shall not alter, modify, copy or adapt the Data or Software or any part thereof;
- 8.5.3.7 the Customer shall ensure that the number of users accessing the Data or Software do not exceed a number of copies of the Data or Software purchased by the Customer.
- 8.5.3.8 the Customer shall not assign, sub-licence, charge or otherwise dispose of or grant rights over or out of the licence hereby granted or the Data or Software, without the Company's prior written consent (such consent not to be unreasonably withheld) and shall not attempt to do any such thing;
- 8.5.3.9 the Customer shall not copy or reproduce in any way the whole or a part of the Software or Data, (except that the Customer may maintain up to three (3) copies of such Software or Data in machine readable form for normal operational security and back-up purposes and this licence applies equally to such copies);
- 8.5.3.10 to the maximum extent permissible in law, the Customer agrees not to attempt to ascertain or list the source programs or source code relating to the Software; and
- 8.5.4 Notwithstanding clause 8.5.3.1 above, the Customer shall not without the prior written consent of the Company use the Software as part of a computer bureau business or for a business which the Customer does not at the date of the Contract carry on.
- 8.5.5 The Customer shall not interfere with or attempt to circumvent the operation of any dongle or other device whose function is to prevent the unlawful copying or use of the Data or Software.
- 8.5.6 The Customer acknowledges and agrees that none of the acts which are prohibited by the provisions of these Terms and Conditions (including, without limitation, the prohibitions on copying or adapting Data or Software for the purpose of correcting errors in the same) are necessary for the purposes of the use of that Data or Software by the Customer in accordance with its intended purpose or for the purposes of the use of that Data or Software in accordance with this licence.
- 8.5.7 The Customer shall not modify, alter or in any way interfere with the Data or the Software or merge the same with other data, programs or systems. Without prejudice to any other remedy of the Company if the Customer (in breach of this clause) does modify, alter, interfere with or merge the same no such modification, alteration, interference or merger however extensive shall derogate from the obligations of and restrictions on the Customer under these Terms and Conditions which shall thenceforth apply to the Data or Software as so modified, amended, altered, interfered with or merged.

8.6 Notwithstanding a description of the Customer's rights as or by virtue of a sale (and whether made orally or in writing and whether made in their Terms and Conditions or in any other document) the Customer's only right to use the Data or Software is by way of a licence pursuant to these Terms and Conditions and the Contract (and any licence proffered by or on behalf of the owner of the Data or Third Party Software). The Customer acknowledges that all Intellectual Property Rights in or relating to that Software, Third Party Software or Data and all related documentation shall remain the exclusive property of the Company (or in the case of Data belonging to a Third Party or the Third Party Software, the exclusive property of the owner of that Data or Third Party Software).

9. Provision of Services

- 9.1 Where the Company agrees to provide Services, any estimate or indication by the Company as to the number of man days or man hours required by the Company to undertake a specific task shall be construed as being an estimate only. The Company shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the Customer where such estimate or indication is incorrect.
- 9.2 The charges agreed for the Services do not include travel, accommodation and subsistence expenses, nor the cost of time spent travelling incurred in the provision of the Services for which the Company shall charge its then current rates.
- 9.3 The company reserves the right to levy additional charges in respect of any expenses incurred by the Company in the provision of the Services.

10. General Exclusions and Limitations of Liability

- 10.1 To the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into these Terms and Conditions or relating to the Goods or Data or Software or Third Party Software or Maintenance or the Services are hereby excluded. Notwithstanding, any Software or Goods or Data supplied under these Terms and Conditions will conform substantively to any specifications given in relation thereto and any Services or Maintenance provided under these will be provided with reasonable skill and care.
- 10.2 The Company shall in no circumstances be liable to the Customer for any Consequential Loss.
- 10.3 The total liability which the Company shall owe to the Customer and in respect of all claims under these Terms and Conditions shall not exceed the price paid by the Customer in respect of the Goods or Data or Software or Third Party Software or Maintenance or Services.
- 10.4 Notwithstanding anything to the contrary contained in these Terms and Conditions the Company's liability to the Customer for:-
- 10.4.1 death or personal injury resulting from the negligence of the Company, its employees, agents or sub-contractors;
 - 10.4.2 damage suffered by the Customer as a result of a breach by the Company of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - 10.4.3 damage for which the Company is liable to the Customer under Part I of the Consumer Protection Act 1987; shall not be limited save that nothing in this Clause 10 shall confer a right or remedy upon the Customer to which the Customer would not otherwise be entitled; and
 - 10.4.4 no actions regardless of form arising out of the Contract may be brought by the Customer more than two years after the Customer becomes aware or should reasonably have become aware of the facts constituting the cause of action.

11. Force Majeure

Neither party shall be liable to the other party in any manner whatsoever for any failure or any delay or for the consequences of any delay in performing its obligations under these Terms and Conditions (save in respect of any obligation to pay monies) due to any cause beyond the reasonable control of the party in question which for the avoidance of doubt and without prejudice to the generality of the foregoing shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes involving the work force or any part thereof of the party in question, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God.

12. Termination

- 12.1 In the event of:-
- 12.1.1 any distress, execution or other legal process being levied upon any of the Customers assets;
 - 12.1.2 the Customer entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets.
 - 12.1.3 the Customer ceasing or threatening to cease to carry on business;
 - 12.1.4 any breach of these Terms and Conditions by the Customer;
 - 12.1.5 non payment by the Customer of any monies due from it to the Company;
 - 12.1.6 the Company reasonably apprehending that any of the events mentioned above is about to occur; the Company shall be entitled to terminate the Contract and suspend all or any work on current or future deliveries and instalments of the Goods or Data or Software or Third Party Software or the provision of Maintenance or the provision of any Services and on written notice to cancel the undelivered or unperformed portion of the Contract between the Company and the Customer and deem that the whole of the price payable under the Contract or any other agreement shall be payable immediately. In the event of such cancellation the Company shall, for the avoidance of doubt, be entitled to recover as damages from the Customer all loss and damage of whatever kind, including Consequential Loss, which the Company may sustain with such cancellation.
- 12.2 In the event of termination, the Customer shall immediately cease use of all Data (and any updates of same) and all Software (and any updates of same) and at its own expense, remove from all computers under its control all copies of Data (and updates) and Software (and updates) and return or destroy them (certifying in writing to the Company that such destruction has taken place).
- 12.3 For a period of six months following termination of the Contract, the Company shall on not less than two days notice, from the Company, permit authorised representatives of the Company to enter its premises during normal business hours for the purposes of confirming that the Customer has complied with its post termination obligations.
- 12.4 The exercise of the rights conferred by this Clause 12 shall be without prejudice to any other right enjoyed by the Company pursuant to these Terms and Conditions or by law.

13. Severability

If a provision in the Contract is held by any competent authority to be invalid or wholly or partly unenforceable such invalidity or unenforceability shall not in any way affect the remainder of the Contract.

14. Assignment

- 14.1 The Customer will not be entitled to assign the benefit or delegate the burden of the Contract without the prior written consent of the Company which it may in its absolute discretion refuse.
- 14.2 The Company will be entitled to assign the benefit or delegate the burden of the Contract.

15. Sub-Contracting

The Company shall be free to sub-contract any or all of its rights and obligations under the Contract as it sees fit.

16. Confidentiality

- 16.1 Each party agrees with the other in respect of all information of a confidential nature disclosed in the Contract or discovered further to the operation of the Contract (which includes without limitation, in the case of information to be kept confidential by the Customer, information as to the operation of the business of the Company and information relating to the Goods or Data or Software or the Third Party Software) ("Confidential Information"):-
- 16.1.1 to keep the Confidential Information in strict confidence and secrecy;
 - 16.1.2 not to use the Confidential Information save for complying with its obligations under the Contract;
 - 16.1.3 not to disclose the same to a Third Party; and
 - 16.1.4 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees and others who of necessity need the same in the performance of their duties as envisaged by the Contract and in such circumstances to ensure that such employees and others are aware of the confidential nature of the Confidential Information; provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under the Contract) then the foregoing obligations of confidentiality in respect of such part shall not apply or shall cease to apply (as the case may be).
- 16.2 This obligation of confidentiality shall survive the termination of the Contract.
- 17. Amendment and Waiver**
- 17.1 No amendment of the Contract shall be binding unless executed in writing and signed by an authorised representative of the Company and by an authorised representative of the Customer.
- 17.2 The failure of the Company at any time to enforce a provision of the Contract shall not be deemed a waiver of such provision or of any other provision of the Contract or of the Company's right thereafter to enforce any provision of the Contract.
- 18. Notices**
- 18.1 Any demand, notice or other communication shall be in writing and may be served by hand, prepaid first class post or facsimile.
- 19. Entire Agreement and Representations**
- 19.1 These Terms and Conditions (and any licence proffered by or on behalf of the owner of the Data or Third Party Software) supersedes all previous written or other documents or agreements (written or oral) relating to the subject matter of the Contract including without limitation all documents proffered by the Customer and relating to the subject matter of the Contract.
- 19.2 The parties acknowledge that in entering into a Contract they have not relied upon any representations other than those reduced to writing in the Contract. The provisions of this clause 19.2 shall not apply to any fraudulent misrepresentation.
- 20. Law and Jurisdiction**
- The formation, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.