

Standard Terms & Conditions of Business

1. Terms

1.1. These terms are referred to as the Xpedite Group of Companies Limited (Xpedite) terms and shall apply to the provision of services and goods under contracts into which they are incorporated.

1.2. These terms shall apply to the exclusion of all other terms and conditions including any terms which a Client may purport to apply under any confirmation of instruction or similar document. The terms shall continue to apply to all services provided by Xpedite to the Client under any contract hereafter until expressly excluded in writing.

2. Assignment and Terms of Reference

2.1. Xpedite agrees to carry out the assignment/s in accordance with the written quotation or proposal accepted and signed by the Client.

2.2. The Client agrees to co-operate with Xpedite's management and representatives in the performance of the services and to give such support, facilities and information as may be reasonably required.

3. Payment

3.1. The Client agrees to pay the charges and expenses in accordance with the provisions of the quotation or proposal accepted and signed by the Client.

3.2. All sums due from the Client which is not paid on the due date (without prejudice to the rights of Xpedite under these terms) shall bear interest from day to day at the same annual rate as is prescribed from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 with a minimum rate of 10% per annum.

3.3. During the period in which payment from the Client are overdue, the obligations of Xpedite may be suspended.

3.4. Expenses incurred by Xpedite and recoverable from the Client hereunder shall be subject to an administration charge of 5% of the cost plus VAT payable by the Client.

4. Confidentiality

4.1. Xpedite undertakes not to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client other than to sub-contractors who have signed an appropriate secrecy undertaking or where the Client has expressly or implied consent to the disclosure.

5. Intellectual property

5.1. Xpedite undertakes not to cause or permit anything which may damage or endanger the intellectual property of the Client or the Client's title to it or assist or allow others to do so.

6. Delegation

6.1. Xpedite undertakes to consult with the Client before delegating any of the Company's obligations hereunder.

6.2. The Company shall have discretion as to which of its employees are assigned to perform its services but shall consult the Client concerning any significant changes.

7. Liability and Insurance

7.1. Xpedite shall not be liable to the Client for loss or damage to the Client's property unless due to negligence or other failure of the Company to perform its obligations under this agreement or the general law.

7.2. Xpedite shall have no liability to the Client for and indirect, special or consequential loss to the Client arising out of or in connection with the provision of any goods or services pursuant to this agreement (except in respect of death or personal injury relating from negligence) and the total liability of Xpedite for any other loss of the Client arising pursuant to this agreement in respect of one event or series of connected events shall not exceed the charges payable by the Client in respect of Xpedite's services hereunder.

8. Termination of Breach

The following obligations are conditions of this agreement and any breach thereof shall entitle the party not in breach to terminate this agreement by immediate written notice and the rights and liabilities of the parties shall be determined in accordance with clause 9 (Termination and Consequences).

8.1. Failure on the part of the Client to make punctual payment of all sums due to Xpedite under the terms of this agreement.

8.2. Failure on the part of Xpedite to remedy any breach of its obligations hereunder within a reasonable time following written notice from the Client which refers to this clause, specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the Client's opinion of reasonable time to remedy.

8.3. The levying of distress or execution against the Client or the making by it of any composition or arrangements with creditors or the presentation of a petition for the Client's liquidation or bankruptcy or administration or the appointment of a receiver over any of the Client's assets.

8.4. The doing or permitting of any act by which Xpedite's rights in any intellectual property may be prejudiced or put in jeopardy.

8.5. Any serious or persistent breach by the Client of its obligations hereunder.

9. Termination and Consequences

In the event of this contract being terminated whether by effluxion of time, breach or otherwise and without prejudice to any other remedy available to Xpedite the Client shall immediately pay Xpedite:

9.1. Any sums due under the terms of this agreement, and

9.2. In the event of termination by reason of sub-clauses 8.1, 8.3, 8.4 or 8.5, any further sums which would but for the termination of this agreement have fallen due by the end of Xpedite's engagement less a discount for any accelerated payment at the rate of 5.0% per annum.

10. Recruitment of The Company's staff

10.1. The Client undertakes that it (including for this purpose any subsidiary or associated company) or any person connected with it will not directly or indirectly recruit as an employee or engage as an independent contractor any person employed or engaged by Xpedite in connection with the services provided hereunder for a period of six months after such person last provided services to the Client.

10.2. In the event that the Client is in breach of the undertaking in sub-clause 10.1, the Client and Xpedite agree that the Client will pay liquidated damages of a sum equal to 33% of the annual remuneration or payment and any other benefits payable to the relevant individual by The Company at the rate payable during the week immediately prior to such individual ceasing to provide services to The Company.

11. Outputs, Materials and Information

ISO Implementation services

11.1. All intellectual property right including copyright which is capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to an ISO implementation services contract by Xpedite shall be and remain Client's property.

Other Consultancy Services

11.2. All intellectual property right including copyright which is capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to this contract by The Company shall be and remain Xpedite's property unless expressly stated in the quotation or proposal accepted and signed by the Client.

11.3. The Client undertakes to keep all materials, documents and information provided to it by the Consultant confidential to itself and its employees and not to distribute any product of the services provided hereunder to any third party without Xpedite's prior written consent.

11.4. Any materials produced or supplied to the Client by Xpedite in which intellectual property rights are capable of subsisting shall be licensed to the Client for internal use only in connection with the purposes of the terms of reference and such licence shall forthwith terminate if notice is given by Xpedite terminating this contract pursuant to clause 8.

11.5. The Client and Xpedite undertake with each other not during the course of this contract to infringe the intellectual property rights of any third party.

12. Force Majeure

12.1. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible, whereupon all money accrued due under this agreement shall be paid.

13. Miscellaneous

Warranty

13.1. Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.

Whole Agreement

13.2. Each party acknowledged that this agreement (as varied) and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

14. Joint and Several

14.1. All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

All matters concerning Xpedite's contract are to be construed according to the law of England.

