



TERMS AND CONDITIONS OF SERVICE

1. Definitions

'The Company' means TargetWise International, 'Work' means any consulting, business facilitation or any other services supplied by 'the Company'. 'Client' means any person, firm or company to whom 'the Company' shall supply or contract to supply 'Work'.

2. Application

2.1. No conditions other than those set out herein nor any variation thereof shall be binding on the Company unless otherwise specifically agreed in writing by a Director of the Company. These conditions shall be incorporated in every future offer, acceptance and contract for Work by the Company and any conditions proposed by the Client are hereby excluded.

3. Acceptance

3.1. All quotations are given subject to confirmation by the Company upon receipt of the Client's order and no contract shall be concluded until such confirmation, either orally or in writing, is given. Each order when accepted constitutes a separate contract, but is subject to these Terms as stated above.

3.2. Any written quotation for Work will remain open for acceptance for 14 days after dispatch and thereafter will lapse unless otherwise stated in writing. The Company will not be bound by any oral quotation or any acceptance of it.

4. Prices and Payments

4.1. Prices quoted are exclusive of VAT and delivery charges (postage and other). An additional charge may be made for expenses incurred by the Company at the request of or by agreement with the Client which are included in the quotation or which the Company considers reasonably necessary.

4.2. Payment for Work shall be made on delivery of the work or receipt of invoice which ever is the later unless otherwise specifically agreed in writing by a Director of the Company.

5. Completion of work

5.1. Dates or periods given for completion of Work are only best estimates and the Company is not liable for the consequences of any delay. The Client must specify a completion date (if material) when commissioning the Work but whilst the Company shall make every reasonable effort to meet the Client's requirements, late delivery shall not entitle the Client to withhold payment for Work done.

5.2. Should completion of Work be required sooner than the normal time requisite for its proper production, every effort will be made to secure freedom from defects, but reasonable allowance must be made by the Client in such cases. Should such completion of Work necessitate overtime being worked or other additional costs being incurred, a charge will be made to cover the increased cost (costs to be agreed on and approved in advance).

5.3. The Company accepts no liability for the consequences of any delay in completion of Work caused by the Client and, in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

6. Cancellation and Suspension

6.1. If the Client for any reason cancels Work which he has commissioned, charges will be payable for all completed Work up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation.

6.2. If the Client suspends or postpones Work he has commissioned for a period of 15 days or more, charges will be payable for all completed Work up to the date of suspension or postponement. In any other case such charges will be payable upon completion of the Work.



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7. Liability

7.1. A complaint by the Client in respect of any aspect of the Work or service whatsoever shall be notified to the Company in writing within 10 working days of receipt of the Work or service by the Client or completion of the Work by the Company whichever is the sooner. Any Complaints received after this period will be considered at the Company's discretion.

7.2. Subject to the terms of Clause 8, the Company will accept liability for damage, death or personal injury caused by the negligence of the Company or its employees or sub-contractors provided always that the maximum liability of the Company in relation to damage shall in no case exceed the contract price for the Work. For the purpose of this Clause 'Damage' means any loss or damage whatsoever (other than death or personal injury) directly or indirectly attributable to any negligent act or omission of the Company, its employees or sub-contractors.

7.3. The Client shall indemnify the Company against all claims, proceedings, costs and expenses for which the Company may become liable in respect of Work completed under a contract with the Client.

7.4. The Company is prepared to negotiate special indemnity cover in any particular case at the request of the Client.

8. Client's Property

8.1. All documents, paper or other property supplied to the Company by the Client will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequence of any loss or damage thereto.

8.2. The Company reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in its custody for more than 12 months following completion of the Work to which it relates.

9. Use of Company Personnel

9.1 If any Client or Associate uses the services of a relevant person other than pursuant to a contract with the Company, the Client or Associate shall forthwith pay to the Company:

(a) where the relevant person becomes an employee of such Client or Associate a sum equal to 15% of the gross annual remuneration of such relevant person or a sum of EUR 10,000 (exclusive of VAT), whichever shall be the higher, and

(b) in any case, the sum of EUR 10,000 (exclusive of VAT).

9.2 For the purpose of this Clause, 'Associate' means any partner of the Company or the Client and any company in which the Client or any firm in which the Client is a partner holds not less than one-third of the issued equity share capital, and any subsidiary of such company, or in the case of a Client who is a company, any company which owns directly or indirectly not less than one-third of the issued share capital of the Client. 'Relevant person' means any consultant, commercial agent or other person who shall have been engaged either as an employee or independent contractor by the Company and who shall have provided Work for such Client or associate directly or indirectly through the Company within six months preceding the use of their services by the Client or an associate as aforesaid.

10. Force Majeure

10.1 In the event of Force Majeure (which shall be failure of electronic equipment, strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and other situations which can be shown to have materially affected the Company's ability to deal with the Work as agreed), the Company shall notify the Client immediately, indicating the circumstances. Force Majeure shall entitle both the Company and the Client to withdraw from the contract for the Work but in any event, the Client undertakes to pay the Company for Work already completed. The Company will assist the Client to the best of its ability to place the Work elsewhere.

11. Jurisdiction

11.1 These Conditions shall be interpreted in accordance with the Law of The Netherlands and the Company and the Client irrevocably submit to the non-exclusive jurisdiction of the Dutch Courts.

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