

XIP Pty Ltd
Terms & Conditions of Business

1. Definitions.

The Company shall mean XIP Pty Ltd. Work shall mean patent searching and associated updating & reporting, current awareness reporting, document supply, or any other services supplied by the Company. The Client shall mean any person, firm or company to whom the Company shall supply or contract to supply Work.

2. Application.

These conditions shall form the basis of all Work performed by the Company. No variation, addition or omission of conditions shall be binding on the Company unless specifically agreed in writing by an authorised representative of the Company. These conditions shall constitute the entire agreement between the parties.

3. Acceptance.

i) Any written quotation for Work will remain valid for 60 days from the date of despatch unless otherwise stated in writing on the quotation.

ii) All general price indications are given subject to confirmation by the Company upon receipt of the Client's order, no contract shall be concluded until such confirmation is given.

4. Prices & Payment.

i) Prices are quoted exclusive of any applicable GST. An additional charge shall be made for all expenses incurred by the Company at the request of or by the agreement with the Client or which are reasonably necessary for carrying out the contract.

ii) Payment for Work shall be made within 30 days from the date of the invoice unless specifically agreed otherwise in writing by the Company. The Company reserves the right to request stage payments for large contracts. The Company also reserves the right to request partial or full payment in advance for Work executed for a new Client or for a Client whose payment record is unsatisfactory.

iii) The Company reserves the right to charge interest on all unpaid invoices of 1.5% per month. Interest will start to accrue on the invoice due date and will be calculated on a monthly basis.

iv) The Company will not alter prices or payment terms if the Client is not in receipt of funds from a third party.

v) Should an invoice be requested to be made out in the name of a third party, the Company shall require written confirmation of acceptance of these terms and conditions by the third party, or a written undertaking from the Client, agreeing to settle the invoice in accordance with these terms and conditions, should the third party fail to do so for any reason.

5. Cancellation.

If the Client for any reason postpones for a period of 15 days or more or cancels Work which he has commissioned, charges will be payable for all completed Work up to the postponement or cancellation date and for all other costs which may accrue as a result of the postponement or cancellation.

6. Search, Update & Document Supply Services.

i) The Company's shall undertake Work with the greatest of care, but such Work is subject to limitations. In relation to Work generated using databases or other information sources, the company's obligation is limited to that of taking reasonable care and in particular, shall accept no responsibility for errors or omissions in Work caused by incorrect or faulty data or software, poor or incorrect classification or spelling in information published by the database provider.

ii) The Company shall not be responsible for recognising or correcting errors or omissions in original material supplied by the Client.

iii) Where Work is based on the use of official publications or records, the Company accepts no liability for false or inaccurate information contained therein.

iv) The Company provides technical & guidance information only and does not provide legal advice. Any legal implications arising from the provision or absence of certain information is the sole responsibility of the Client. The Client shall hold the Company harmless against any damages following therefrom.

7. Completion of Work.

i) Should the completion of Work be required sooner than the normal time requisite for proper production the Client will be advised of the course of action and every effort will be made to avoid any defects, but reasonable allowances must be made by the Client in such circumstances. Should such completion of Work necessitate overtime being worked or other additional cost being incurred, a pre-agreed charge may be made to cover such costs.

ii) 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 deadline or delivery schedule will become void and new dates will be negotiated.

iii) Unless otherwise agreed, Work will be despatched to the Client by facsimile, mail or courier as appropriate.

8. Liability.

i) The Client undertakes to notify any complaint in respect of any Work to the Company within 28 days of the receipt of said Work by the Client. Compliance with this requirement shall be a condition precedent to the Company's liability.

ii) The Company's liability shall be limited to the contract price for the Work.

iii) 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 the contract.

iv) The Company has professional indemnity insurance.

9. Illegal Matter.

Notwithstanding any other term of the contract, the Company shall not be required to undertake Work which, in its opinion is or may be of an illegal or libellous nature.

10. Clients Property.

i) The Company shall hold in strictest confidence any information, documentation or other property supplied to the Company by the Client to enable the Company to perform Work or prepare a quotation for Work.

ii) 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.

iii) The Company reserves the right to destroy or otherwise dispose of any document paper or other property belonging to the Client which has been in its custody for a period of more than six months following completion of the Work to which it relates.

11. Company's Property

i) The Company retains all rights to the information supplied to the Client in respect of Work carried out, unless agreed otherwise in writing by the company, prior to commencement of Work under the contract.

ii) The Work supplied to the Client is subject to copyright restrictions prohibiting copying, distribution or publication of any search reports, report updates or other material supplied by the Company.

iii) The use or sale by the Client of any Work supplied to the Client by the Company to benefit any third party is strictly prohibited, unless otherwise agreed by the Company in writing.

12. Force Majeure.

In the event of Force Majeure (which shall mean strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected the Company's ability to undertake and complete the Work as agreed) the Company shall notify the Client as soon as possible indicating the circumstances. Force Majeure shall entitle both the Client and the Company 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. The Company cannot accept any liability for the consequences of any delay in completion or delivery of Work as a result of Force Majeure.