

## OUR SUB-DISTRIBUTOR AGREEMENT

THIS AGREEMENT IS DATED [insert date] (“Effective Date”)

Between:

- (1) [INSERT GNS ENTITY] trading as Voyager Worldwide, a company incorporated in [ ] with registered number [ ] and having its registered office at [ ] (“Supplier” or “Us”); and
- (2) [INSERT FULL NAME OF SUB-DISTRIBUTOR ENTITY] a company incorporated in [ ] with registered number [ ] and having its registered office at [ ] (the “Company” or “You”).

### Background

- (A) We wish to appoint you as our sub-distributor for the promotion and sale of the Products and Services (as defined below).
- (B) You have agreed to accept the appointment as sub-distributor for the promotion and sale of the Products and Services on the terms and conditions set out below.
- (C) [We also wish to appoint you as our fulfilment partner for the fulfilment of certain orders of Products and Services. You have agreed to accept the appointment as fulfilment partner for the fulfilment of certain orders of Products and Services on the terms and conditions set out below and, in particular, Schedule 5].
- (D) The terms of this Agreement supersede all agreements and arrangements previously in place between us.

### The Agreement

The Agreement comprises of (as applicable):

- 1.1 This front page
- 1.2 Your Products and Services set out in Schedule 1
- 1.3 The Terms and Conditions set out in Schedule 2
- 1.4 Your Duties set out in Schedule 3



1.5 Returns Policy set out in Schedule 4

1.6 [Fulfilment Services set out in Schedule 5]

1.7 [Print on Demand set out in Schedule 6]

If there is any inconsistency between the front page and the Schedules, the front page will prevail to the extent of the inconsistency.

### Definitions

Any capitalised terms which are not defined on this front page are defined in Schedule 2.

### Term

This Agreement shall commence on the Effective Date and shall continue for an initial term of three years (the “**Initial Term**”). Thereafter this Agreement shall continue for successive twelve (12) month periods unless and until terminated by either party on thirty (30) days’ written notice given to the other to expire on the expiry of the Initial Term or any anniversary of it.

SIGNED FOR ON BEHALF OF  
[INSERT GNS ENTITY] trading as Voyager  
Worldwide

SIGNED FOR ON BEHALF OF  
[INSERT SUB-DISTRIBUTOR ENTITY]

by

by

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Director/Company Secretary/Authorised  
Signatory

\_\_\_\_\_  
Director/Company Secretary/Authorised  
Signatory

Date

Date



## Schedule 1 – Your Products and Services

PRODUCT DESCRIPTION	Discount
<b><u>SECTION A: ADMIRALTY DIGITAL PRODUCTS</u></b>	
Admiralty Vector Chart Service (AVCS) ENC's including AIO	List Less
Admiralty Digital Publications (ADP) <ul style="list-style-type: none"> <li>Digital List of Lights</li> <li>Digital Radio Signals</li> <li>TotalTide</li> </ul>	List Less
Admiralty eNP Sailing Directions (eNP1-eNP72)	List Less
Admiralty Raster Chart Service	List Less
Weekly update disks	List Less
<b><u>SECTION B: PAPER CHARTS AND PUBLICATIONS</u></b>	
British Admiralty paper charts	List Less
National Hydrographic Office paper charts	List Less
Routeing charts	List Less
Admiralty paper publications <ul style="list-style-type: none"> <li>Admiralty List of Lights</li> <li>Admiralty List of Radio Signals</li> <li>Admiralty Tide Tables</li> <li>Admiralty Sailing Directions</li> </ul>	List Less
Egyptian Hydrographic Office publications	List Less
<b><u>SECTION C: TECHNICAL LIBRARY</u></b>	
Includes paper versions as well as digital formats where available.	

Admiralty Miscellaneous Publications (incl. all eNPs except Sailing Directions eNP1-eNP72)	List Less
Brown's publications	List Less
GasTech	List Less
IMO	List Less
International Telecommunications Union (ITU)	List Less
International Chamber of Shipping	List Less
I.H.S Markit Ports and Terminals Guide	List Less
Met 515 (Digital version only)	List Less
Nautical Institute	List Less
OCIMF	List Less
Reed's	List Less
Shipping Guides Guide to Port Entry / Findaport CD	List Less
SIGTTO	List Less
The Stationery Office (TSO)	List Less
Witherby Seamanship including Flag State regulations	List Less
<b><u>SECTION D: VOYAGER SERVICES</u></b>	
Voyager FLEET INSIGHT	Free of charge
Essentials	List Less
Navigation Management	List Less
VFI Plus	List less
Voyager OPEN PERMIT (Pay as you Sail)	List Less
Voyager HUB	Free of charge
Voyager PLANNING STATION	List Less

Route validation	
<p>Essentials:</p> <ul style="list-style-type: none"> <li>• Route planning</li> <li>• Inventory mgmt.</li> <li>• Product catalogue</li> <li>• Ordering</li> <li>• ENC Viewer</li> </ul>	Free Of Charge/List Less
Admiralty digital NtMs	List Less
Admiralty digital Tracings	List Less
AVCS updating	List Less
ADP and eNP updating	List Less
Navarea Warnings	List Less
ARCS Updating	List Less
National Chart Corrections: Australia	List Less
National Chart Corrections: Canada	List Less
National Chart Corrections: New Zealand	List Less
National Chart Corrections: US	List Less
National Chart Corrections: Japan	List Less
Voyager INSTANT PERMIT	List Less
V DRIVE	List Less
Voyager GPS OVERLAY	List Less
Voyager ROUTE EXCHANGE when purchased with Voyager Navigation Management	Free of charge
Voyager HEALTHCHECK	Free of charge
Voyager EMISSIONS DATA CAPTURE	Free of charge
Voyager TRAINING ZONE	Free of charge
<b><u>SECTION E: THIRD PARTY SOLUTIONS</u></b>	List Less

I.H.S Markit EU MRV/DCS full solution	List Less
Be Cyber Aware at Sea training app	List Less
Risk Intelligence MaRisk	List Less
Risk Intelligence PortRisk	List Less
ICC Piracy	List Less
MeteoGroup SPOS	List Less
StormGeo Bon Voyage System	List Less
<b><u>SECTION F: MANAGEMENT TOOLS</u></b>	
Certificate of compliance	Free of charge
Outfit management newsletter	Free of charge

In the event that we agree that it is necessary, to meet the challenge of a specific competitive situation, to adopt non-standard pricing, the level of discount afforded to you may be similarly reduced. Such special arrangements shall be documented, and agreed in writing between us prior to any order being accepted by us.

## Schedule 2 – Terms and Conditions

### 1 DEFINITIONS AND INTERPRETATION

**“Agreement”** means this agreement including the front page above and the Schedules;

**“Anti-Bribery Laws”** means the United Kingdom’s Bribery Act 2010 or such other similar laws and regulations relating to corruption and bribery which may form part of the Applicable Laws;

**“APPs”** means Admiralty paper products and services being products such as, but not limited to, nautical charts and publications in paper form and services allied or complementary to such products;

**“Applicable Laws”** means all applicable laws, rules and regulations in force from time to time, including, without limitation, Local Regulations and Anti-Bribery Laws;

**“Business Day”** means any day other than a Saturday or Sunday or an English public holiday;

**“Confidential Information”** means any information in any form relating to our or UKHO’s technology, business, affairs, Products or Services or those of our Group Companies which is either marked as confidential or is confidential by its nature including the terms of this Agreement that is disclosed by us to you or is obtained by you in connection with this Agreement whether disclosed before, on or after the Effective Date and includes any data provided in connection with any Data Services;

**“Control”** means, in relation to a corporate body, the entitlement to cast more than 50 per cent of the votes that may be cast at a general meeting of that corporate body;

**“Data Services”** means any navigational updates of the type and specification listed in Schedule 1 from time to time as well as any other data services which we allow you, by notice in writing, to distribute;

**“Digital Products”** means digital Products and Services being products and services such as but not limited to nautical charts and publications in digital form and products and services allied or complementary to such Product and Services;

**“End User Licence Agreement”** or **“EULA”** means any license or similar document used to license or supply Products or Services to end users;



**“Environmental Information Regulations”** means the Environmental Information Regulations 2004;

**“FOIA”** means the Freedom and Information Act 2000 and any subordinate legislation made under this Act;

**“Force Majeure Event”** has the meaning given to it in Clause 17;

**“Fulfilment Services”** means the fulfilment services provided to us by you as set out in Schedule 5;

**“Good Industry Practice”** means the degree of skill and care which would be used by a properly qualified and competent person engaged in the same or similar circumstances;

**“Group”** in relation each of us, us and our respective subsidiaries, parents, sister and associated companies (whether direct or indirect) from time to time and “Group Company” shall be construed accordingly;

**“Intellectual Property Rights”** means all patents, trademarks, registered designs (and any applications for any of the foregoing), copyright (including rights in software – object code and source code), semi-conductor topography rights, database rights, unregistered design rights, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries, know-how and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisions and extensions;

**“Local Regulations”** means all laws and regulations affecting the manufacture, sale, packaging and labelling of the Products and Services which are in force from time to time;

**“Operating Location”** means any location notified in writing to us from time to time, which is occupied or operated by you on your own account and used to stock Products and from which supplies are made by you to customers;

**“Party”** means either you or us (as applicable) and “Parties” means both of us;

**“Products”** means the paper and digital products of the type and specification listed in Schedule 1 from time to time as well as any other products which we allow you, by notice in writing, to distribute;

**“Relevant Policies”** means any policy that we provide to you from time to time which will include the Professional Code of Conduct for Partners. ;

**“Request for Information”** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations;

**“Services”** means the services of the type and specification listed in Schedule 1 from time to time as well as any other services which we allow you, by notice in writing, to distribute including any Data Services;

**“Stockholding”** means a stockholding of the Products at levels which are appropriate and adequate for you to meet all customer delivery requirements for Products;

**“Term”** means the Initial Term together with any renewal periods;

**“Trade Marks”** means the trade marks (whether registered or unregistered), and any applications therefor, which are owned by or otherwise licensed to us, together with any further trade marks which we may permit or procure permission for you, by express notice in writing, to use in respect of the Products or Services;

**“UKHO”** means the United Kingdom Hydrographic Office;

**“VAT”** means Value Added Tax chargeable pursuant to the United Kingdom Value Added Tax Act 1994 or such other tax supplementing or replacing the same;

**“Voyager Services”** means any product, services or solutions as set out in Schedule 1 from time to time relating to Voyager (which may include a subscription to certain related Data Services), and any related software and documentation as well as any other Voyager products, services or solutions we allow you, by notice in writing, to distribute;

**“Year”** the period of twelve (12) months from the Effective Date and each consecutive period of twelve (12) months thereafter during the Term.

- 1.1 In the event of conflict between the terms of the body of this Agreement and the Schedules, the body of this Agreement will take priority.

## 2 **APPOINTMENT**

- 2.1 We appoint you as our sub-distributor to purchase, import, distribute and resell the Products and Services on the terms of this Agreement. We may appoint other sub-distributors and resellers and may sell the Products and Services ourselves and through our Group.

In relation to Digital Products our appointment only grants you a license to distribute the Digital Products and we do not grant you any right, title or interest in any Digital Products.

**[We also appoint you as our fulfilment partner to perform Fulfilment Services.]**

2.2 You must not:

- 2.2.1 without the prior written consent of us and the UKHO, where applicable, alter or make any addition to the labelling or packaging of the Products or Services;
- 2.2.2 represent yourself as our agent or agent of the UKHO for any purpose or pledge our or the UKHO's credit;
- 2.2.3 give any condition or warranty or make any representation on our or the UKHO's behalf or commit us or the UKHO to any contracts;
- 2.2.4 make any promises or guarantees with reference to the Products or Services without our prior written consent beyond those contained in the promotional material (including any EULA) supplied by us or the UKHO; or
- 2.2.5 otherwise incur any liability on behalf of us or the UKHO.

3 **YOUR GENERAL DUTIES**

You agree to comply with your duties as set out in Schedule 3.

4 **SUPPLY OF PRODUCTS AND SERVICES**

- 4.1 We will use reasonable endeavours to meet all orders for Products or Services forwarded to us by you in accordance with our terms of delivery.
- 4.2 We may, upon giving written notice to you, vary Schedule 1 as we think fit to exclude from this Agreement one or more of the Products or Services. We also may make changes to the specification of Products or Services at any time.

5 **OUR GENERAL DUTIES**

We agree:

- 5.1.1 to supply the Products and Services to you, upon acceptance by us of orders, for resale; and
- 5.1.2 to provide any further support, such as training, marketing or joint customer visits as may be agreed between us from time to time.

## 6 **STANDARDS**

- 6.1 You must perform your duties and obligations under this Agreement with all reasonable skill and care and in accordance with Good Industry Practice, in a proper, diligent, expeditious and professional manner and in accordance with any policies or guidance or instructions supplied or provided by us.
- 6.2 You agree to act in our best interests in connection with this Agreement and not to bring either of us into disrepute.

## 7 **PRICES AND PAYMENT**

- 7.1 The prices to be paid by you to us for the Products and Services shall our list prices which we will supply from time to time, subject to the discounts set out in Schedule 1. We will use reasonable efforts to give you thirty (30) days' notice of any changes in the list prices.
- 7.2 All expenses, costs and charges incurred you in relation to this Agreement must be paid by you. All prices exclude any VAT which shall also be paid by you.
- 7.3 You must pay the full amount invoiced to you by us within thirty 30 days of the date of invoice.
- 7.4 You are responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Products and Services.
- 7.5 If you do not pay in full by the due date we may:
  - 7.5.1 suspend your right to distribute the Products and Services granted under Clause 2.1;
  - 7.5.2 refuse to make any further supplies of Products or Services to you;
  - 7.5.3 reduce or remove any credit limit we have given you;
  - 7.5.4 charge interest on the amount outstanding from the due date to the date of receipt by us (whether or not after judgement) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
  - 7.5.5 take away any discounts that you may have been benefitting from; and
  - 7.5.6 terminate this Agreement pursuant to Clause 14.

## 8 **ADVERTISING, PROMOTION AND TRADE MARKS**

- 8.1 You are responsible for the advertising and promotion of the Products and Services. You may use advertising materials supplied by us and any trade marks on those materials for the purposes of advertising and promoting the Products and Services only. You must not change in any way such advertising materials or trade marks. If you use any advertising materials and promotional literature which have not been supplied by us or UKHO you must get our prior written permission.
- 8.2 You must follow all directions and instructions given to you by us in relation to promotion and advertisement of the Products and Services and must not make any written statement as to the quality or manufacture of the Products or Services without our prior written approval. You must notify us in advance in the event that you intend to exhibit at any trade show or similar event.

## 9 **COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES**

- 9.1 You warrant that you have complied and will comply with all Applicable Laws in performing your obligations and duties under this Agreement.
- 9.2 You are responsible for obtaining any necessary import licences or permits necessary for the delivery of Products and Services to you and you will be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of Products and Services.
- 9.3 You warrant to us that you have informed us of all Local Regulations in force at the date of this Agreement in relation to any territory where you distribute Products and Services. You will give us as much advance notice as reasonably possible of any prospective changes in the Local Regulations.
- 9.4 You warrant to us that you comply with and will continue to comply with each of the Relevant Policies at all times when selling, marketing or otherwise dealing with the Products and Services or potential customers.
- 9.5 You acknowledge that the UKHO is subject to the requirements of FOIA and the Environmental Information Regulations and agree to assist and co-operate fully with the UKHO to the extent necessary to enable the UKHO to comply with its disclosure obligations under that legislation. In particular you must:
- 9.5.1 transfer to the UKHO all Requests for Information that you receive in relation to the subject matter of this Agreement within two (2) Business Days of receiving them;

- 9.5.2 provide the UKHO with a copy of all information under your possession or control in the manner and form requested by UKHO within five (5) Business Days of UKHO's request (or such other period as UKHO specifies); and
- 9.5.3 provide all necessary assistance requested by UKHO so it can respond to a Request for Information in the time set out in the FOIA or the Environmental Information Regulations or requested for any other reason.
- 9.6 UKHO alone will determine whether any information is exempt from disclosure under the FOIA or the Environmental Information Regulations. You may not respond directly to a Request for Information unless authorised to do so by UKHO.
- 9.7 You acknowledge that UKHO may be obligated under the FOIA or the Environmental Information Regulations to disclose information about you or the Products or Services in certain circumstances without having first consulted you.
- 9.8 You must comply with your obligations under the provisions of the General Data Protection Regulation (EU 2016/679), ("**GDPR**") and references in this Clause 9.8 to "data processor", "data controller" and "personal data" have the meanings defined in the GDPR. Where you, as part of your fulfilment of your obligations under this Agreement, process personal data as a data processor on behalf of the us or UKHO acting as a data controller you must:
  - 9.8.1 act only on the documented instructions of us or UKHO, as appropriate, when processing personal data provided by us or UKHO and keep records of all processing except to the extent any processing is required by Applicable Law;
  - 9.8.2 where processing of personal data by you is required by Applicable Law you shall inform us, or UKHO, as appropriate, of the relevant legal requirement unless the Applicable Law prevents you from doing so;
  - 9.8.3 notify us or UKHO, as appropriate, if you believe any documented instructions infringe Applicable Law;
  - 9.8.4 ensure that your personnel who carry out processing of personal data are subject to appropriate confidentiality provisions;
  - 9.8.5 take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
  - 9.8.6 taking into account the nature of the processing, assist us and UKHO with appropriate organisational and technical measures for the fulfilment of our and UKHO's obligation to respond to requests from data subjects exercising their rights;

- 9.8.7 not transfer personal data provided by us or UKHO outside of the EEA without our or UKHO's prior written consent, as appropriate such consent may be subject to and given on such terms as either we or the UKHO in our respective absolute discretion may prescribe;
  - 9.8.8 immediately notify us or UKHO, as appropriate, of (i) any complaint, notice or communication relating to the processing of personal data under this Agreement and provide full assistance; and (ii) any loss, damage or corruption of personal data or personal data breach and restore the data at your cost
  - 9.8.9 provide if required a copy in the format and media requested of all personal data held by you;
  - 9.8.10 only appoint a third party to process personal data on your behalf in accordance with Clause 9.9;
  - 9.8.11 at our discretion delete return to us or UKHO, as appropriate, all personal data on the expiry or termination of this Agreement and delete all copies;
  - 9.8.12 provide if required information relating to your compliance of your data processing obligations and the rights of data subjects including subject access requests.
- 9.9 You shall not sub-contract your processing of personal data to a third party without our prior specific written authorisation.
- 9.10 You agree to not provide to UKHO any personal data or confidential information belonging to you or us unless you:
- 9.10.1 specify to the UKHO that it is personal data or confidential information; and
  - 9.10.2 warrant to the UKHO that you have obtained all necessary consents, licenses and authorisations (including, without limitation, data subject consents).
- 9.11 Unless prevented by Applicable Law, you grant to UKHO and us a transferable, non-exclusive, royalty-free, irrevocable license to use the customer information collected by you in the course of providing Products and Services to customers for the purposes of carrying out sales and marketing activities to those customers. This license permits UKHO to grant sub-licenses to any member of the Admiralty Holdings Limited Group for the same purposes. Such licenses and sub-licenses will survive termination of this Agreement.
- 9.12 You must not engage in any activity, practice or conduct which would constitute either a UK tax evasion offence under section 45(5) of the Criminal Finances Act 2017 or a foreign tax evasion offence under section 46(6) of the Criminal Finances Act 2017.

- 9.13 You must have and maintain in place through the term of this Agreement such policies and procedures that are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Clause 9.12 above.
- 9.14 You must report to us promptly any request or demand from a third party to facilitate the evasion of tax.
- 9.15 You must provide to us upon request such supporting evidence to demonstrate compliance with Clauses 9.12 to 9.14 inclusive as we may reasonably request.
- 9.15 You shall ensure that any person associated with you who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in these Clauses 9.12 to 9.15 (Relevant Terms). You shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.

## 10 **CONDITIONS OF SALE**

Our terms and conditions of sale in force from time to time apply to all sales by us to you under this Agreement. If there is any inconsistency between such terms and conditions of sale and the terms of this Agreement, the latter shall prevail.

## 11 **USE OF PRODUCTS AND SERVICES**

- 11.1 You acknowledge that that title to the Intellectual Property Rights in the Products and Services and any software included in and forming part of the Products and Services remains with us, or, if applicable, with the original supplier of the relevant Products and Services and you agree to notify us without delay of any actual, threatened or suspected infringement of such Intellectual Property Rights.
- 11.2 You must not:
- 11.2.1 use or sell the Products or Services for any reason not expressly set out in this Agreement;
  - 11.2.2 copy the Products or Services or any part of them;



- 11.2.3 modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any other act restricted by copyright or other Intellectual Property in the Products or Services;
  - 11.2.4 rebrand, repackage or otherwise pass off any Products or Services as anything other than those supplied by us or our suppliers; or
  - 11.2.5 include, post, upload or otherwise introduce into the Products or Services any products, material or other item which is obscene, misleading, inaccurate, illegal, in breach of any copyright or other Intellectual Property Right or damaging to data, software or the performance of the Products or Services.
- 11.3 Should Products or Services (in the case of digital products and Voyager Services) require the user to accept an End-User Licence Agreement (EULA) you must:
- 11.3.1 provide a copy of the EULA to the user;
  - 11.3.2 not amend or vary the terms of any such EULA;
  - 11.3.3 use reasonable endeavours to ensure that the user is aware of and accepts the terms of such EULA and does not use the Products or Services in breach of the EULA; and
  - 11.3.4 on a monthly basis provide us with such information about customers as we may reasonably require for the sole purpose of managing and enforcing the terms of the EULAs with customers.

## 12 **PRODUCT RECALL**

You agree to maintain appropriate up-to-date and accurate records to enable the immediate recall of any batches of the Products or Services or any individual Products. These records shall include records of deliveries to customers (including details of batch numbers, delivery date, name and address of customer, and telephone number, email address and fax or telex number if available). You shall, at our cost, give such assistance to us as we require for the purpose of such recalls.

## 13 **INDEMNITY AND LIABILITY**

- 13.1 Nothing in this Agreement shall limit either of our liability for:
- 13.1.1 death or personal injury caused by its negligence; or
  - 13.1.2 fraud or fraudulent misrepresentation.

- 13.2 Without prejudice to Clause 13.3, you will indemnify us on demand against any all damages, claims, losses, demands, judgement, amounts agreed in settlement, costs and expenses (including reasonable legal costs) suffered or payable by us as a result of that arise out of or are connected with or result from bodily injuries (including death) to third parties or damages to tangible personal property of third parties caused by the negligent acts or omissions or wilful misconduct or breach of this Agreement by you, your officers, employees or agents or sub-contractors.
- 13.3 You will indemnify us on demand against all damages, claims, losses, demands, judgements, amounts agreed in settlement, costs and expenses (including reasonable legal costs) suffered or payable by us (including, but without limitation suffered or payable by us as a result of any claim against us made by your customers and/or UKHO) that arise out of or are connected with:
- 13.3.1 breach of this Agreement, negligent acts or omissions or wilful misconduct by you, your officers, employees or agents or sub-contractors; and/or
  - 13.3.2 the introduction of any error, corruption, defects to the Products, Services or material provided by you under this Agreement; and/or
  - 13.3.3 [POD (as defined in Schedule 6).]
- 13.4 Except as expressly and specifically provided for in this Agreement, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from this Agreement.
- 13.5 We shall not be liable to you for:
- 13.5.1 loss of profits;
  - 13.5.2 loss of business;
  - 13.5.3 depletion of goodwill or similar losses;
  - 13.5.4 loss of goods;
  - 13.5.5 loss of use;
  - 13.5.6 loss of corruption of data or information;
  - 13.5.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or

13.5.8 any ex gratia payments made by you to customers.

- 13.6 Our total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution under any indemnity or warranty provided herein or otherwise arising in connection with the performance or this Agreement shall be limited to the value of all amounts actually paid by you to us during the three (3) months preceding the date on which the claim arose.
- 13.7 In the event that any Product or Services provided by us to you are either defective, faulty or otherwise in a non-working state your sole remedy and our only obligation and liability will be to replace the Product, Services or media in question (if applicable) or, at our option, to repay any price paid by you for the Product or Services.
- 13.8 You shall hold with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risk which may be incurred by you arising out of your performance of the Agreement. the terms of any insurance will not relieve you of any liabilities under this Agreement

## 14 **TERMINATION**

- 14.1 This Agreement may be terminated by either of us in whole or in part immediately by notice in writing:
- 14.1.1 if the other is in material breach of any of the provisions of this Agreement and, if remediable, fails to remedy such breach within 30 days of the written notice given by the other party;
  - 14.1.2 if the other is in financial difficulty or ceases to trade; or
  - 14.1.3 if either Party suffers a Force Majeure Event under Clause 19 which continues for a period of thirty (30) days or more.
- 14.2 Without prejudice to Clause 14.1, this Agreement may be terminated by us in whole or in part immediately by notice in writing:
- 14.2.1 if you breach any provision of Schedule 3;
  - 14.2.2 if your ownership or any part of it passes to any person who is not a person with whom we can properly maintain a commercial relationship;
  - 14.2.3 if you engage in any conduct which is prejudicial to our interests or those of UKHO or the Products or Services;

14.2.4 if a supplier of data terminates or suspends the provision of a Data Service;

14.2.5 if you fail to pay any sum when due;

14.2.6 if you are in breach of Clause 9 of this Agreement; or

14.2.7 the UKHO requires us to terminate this Agreement or our agreement(s) with the UKHO are terminated.

14.3 In the event of a breach of this Agreement we may also suspend your right to supply Products or Services from any Operating Location to which the breach relates unless and until the breach is remedied to our satisfaction.

14.4 Irrespective of the existence of the Initial Term or any renewal term this Agreement may be terminated by us at any time on providing ninety (90) days written notice to you.

## 15 **EFFECTS OF TERMINATION OR EXPIRY**

15.1 The termination or expiry of this Agreement for any reason shall be without prejudice to (i) any rights or obligations which shall have accrued or become due or (ii) any remedies which any Party may have in respect of any breach of the terms of this Agreement, prior to date of termination. Any Clause expressly stated to survive or implicitly surviving termination, including but not limited to Clauses 7, 9, 11, 12, 13, 14, 15, 16 and 18 will continue.

15.2 Upon termination or expiry you must:

15.2.1 settle any outstanding invoices immediately;

15.2.2 as required by us, return, destroy or delete any promotional or other materials;

15.2.3 cease to carry on business as our sub-distributor (and all rights and licenses granted to you automatically terminate on the termination or expiry date);

15.2.4 provide to us details of the customer data referred to in Clause 9.10 to the extent not already provided.

15.3 The termination or expiry of this Agreement shall not of itself give rise to any liability on our part to pay any compensation to you including, without limitation, for loss of profits or goodwill.

15.4 We will be entitled to cancel all orders placed by you following service of a termination notice but prior to the termination date, whether or not such orders have been accepted by us without incurring any liability to you.

## 16 **CONFIDENTIALITY**

16.1 You agree as follows:

16.1.1 to hold Confidential Information in confidence and not to disclose or allow it to be disclosed to anyone without our written permission

16.1.2 only to use the Confidential Information for the fulfilling of this Agreement;

16.1.3 to keep the Confidential Information safely and securely using the same degree of care as you use for your own Confidential Information; and

16.1.4 not to copy the Confidential Information except as may be reasonably necessary for fulfilling the Agreement.

16.2 The obligations set out in Clause 16.1 will not apply to Confidential Information which:

16.2.1 at the time of us disclosing it to you, it is in the public domain;

16.2.2 after us disclosing it to you it comes into the public domain unless because of your breach of the Agreement;

16.2.3 was lawfully obtained at any time by you from a third party without restrictions in respect of disclosure or use;

16.2.4 was independently developed by you other than by a breach of this Agreement; or

16.2.5 you are required to disclose by law.

16.3 Where Confidential Information relating to one of our Group Companies is disclosed to you, that Group Company may enforce this Agreement against you and will have the same rights under this Agreement as us and you will owe the same duties and obligations to that Group Company as you do to us. In addition, any losses suffered or incurred by a Group Company as a result of breach of this Agreement (“Group Company Loss”) by you may be treated as if suffered or incurred by us and we shall be entitled to enforce this Agreement against you and to recover the Group Company Loss.

16.4 This Clause 16 shall survive termination or expiry of this Agreement.

## 17 **FORCE MAJEURE**

17.1 If either of us is prevented from or delayed in performing any obligations under this Agreement because of any circumstances beyond our reasonable control (“Force Majeure

Event”), the affected person will be excused performance so long as the affected person gives notice to the other person of the Force Majeure Event as soon as it occurs and uses its reasonable efforts to reduce its’ impact.

17.2 If a Force Majeure Event continues for 30 (thirty) days from the date that notice is given under Clause 17.1 either of us can terminate this Agreement immediately on written notice to the other.

## 18 GENERAL

18.1 If a Court decides that any provision of this Agreement is illegal, void or unenforceable, this will not affect the remainder of the provisions which will continue to remain in force.

18.2 You may not transfer your side of this Agreement without first getting our written permission. We may transfer or subcontract our side of this Agreement and our duties under it at any time.

18.3 Subject to Clause 10 this Agreement, together with any document referred to in it, constitutes the entire understanding and agreement between us and supersedes all prior agreements, negotiations, proposals and discussions between us.

18.4 This Agreement is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else unless specifically stated.

18.5 Any notices to be sent under this Agreement must be in writing and sent to the recipient’s customary address.

18.6 You agree that we may, from time to time, change the terms of this Agreement. We give you as much notice as possible before the change takes effect and if you do not object to the change in writing to us then the change will take effect at the end of the period specified in the notice.

18.7 This Agreement does not form any joint venture, partnership or similar arrangement between the parties. You are only permitted to act in accordance with this Agreement.

18.8 This Agreement may be executed in one or more counter-parts each of which will be deemed an original but all of which shall constitute one and the same Agreement.

18.9 18.9 This Agreement and any disputes or claims relating to it will be governed by and construed in accordance with the laws of England. We agree that the courts of England have exclusive jurisdiction to settle any such disputes or claims.



### **Schedule 3 – Your Duties (as required by UKHO)**

In addition to the duties specified elsewhere in the Agreement, you must abide by the following:

#### **1 GENERAL**

You agree:

- 1.1 to fulfil all customer orders for Products and Services in accordance with this Agreement
- 1.2 at your expense, to use your best endeavours to promote the distribution and sale of the Products and Services and satisfy market demand for them by appropriate means;
- 1.3 to be responsible for placing accurate purchase orders for Products and Services in accordance with the procedure as advised by us from time to time and managing the supply of ordered Products and Services;
- 1.4 to maintain a Stockholding;
- 1.5 to keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Products and Services and allow us and/or UKHO (and our respective representatives), on not less than twenty-four (24) hours' notice, access to such accounts and records, Operating Locations, inventory and service levels relating to the Products and Services throughout the Term and for a period of twelve (12) months following termination or expiry of this Agreement.
- 1.6 within five (5) days of a written request from us provide such information as is reasonably required about your processes and controls to support compliance with this Agreement;
- 1.7 to obtain and maintain ISO 9001 accreditation, send us a copy of each ISO 9001 certificates within a reasonable period of it being issued and keep us informed of any planned changes to your compliance status;
- 1.8 to obtain our prior written consent at least 30 days in advance of any changes in your ownership or Control or any change in your organisation or method of doing business which might affect the proper fulfilment of your obligations under this Agreement;
- 1.9 to inform us in advance of any material change in the physical location of any Operating Location;
- 1.10 to advise us of any errors in the supply or transmission of the Products or Services by us within four (4) days of receipt. We will have no liability in the supply of Products or Services if you fail to do this;



- 1.11 where a Product or Services are to be permanently withdrawn or cancelled without replacement:
  - 1.11.1 to inform any prospective customer that the Product or Services in question are shortly to be withdrawn or cancelled and will not be supported or updated once cancelled or withdrawn; and
  - 1.11.2 provided Section 1.11.1 has been complied with, allow any intended customer to purchase the Product or Services which are to be withdrawn or cancelled until you are notified that the Product or Services in question have been permanently withdrawn or cancelled;
- 1.12 not, under any circumstances, sell or otherwise deal with any Product or Services in any way which might reasonably be thought likely to lead to the use for navigation of any Product or Services which is advised by us to have been withdrawn or cancelled on publication of replacement(s) or new edition(s), after receipt by you of the replacement(s) or new edition(s);
- 1.13 not to sell or provide any replacement or new edition of a Product or Services prior to its publication date advised by UKHO or by us;
- 1.14 provide and maintain to our reasonable satisfaction and in full compliance with Applicable Laws such premises, accommodation and equipment suitable for the reception, storage, sale and distribution of the Products and Services. Your Operating Location should contain space sufficient to enable inspections by customers of Products;
- 1.15 to provide Product and Services support to customers on terms at least as favourable as the pre and after sale support service you provide for other products you deal.
- 1.16 not enter into any arrangement with or assume any obligation towards, any third party if that would prevent you from fulfilling your obligations under this Agreement;
- 1.17 to engage with a number of suitably qualified sales personnel as may be reasonably to market, sell and support the Products and Services ;
- 1.18 ensure at least one person at each Operating Location has adequate knowledge of the Products and Services and their uses and is able to speak, read and write English to a standard acceptable to use;
- 1.19 ensure that an adequate number of personnel referred at Sections 1.17 and 1.18 are available to customers during business hours at each Operating Location;

- 1.20 demonstrate to our reasonable satisfaction that personnel engaged in the sale of Products and Services have and maintain a broad current knowledge of Products and Services , maritime navigation and the shipping industry and TMO/SOLAs regulations.
- 1.21 not to appoint any sub-reseller without our prior written agreement and your agreement to any additional contractual terms we may impose; and
- 1.22 to ensure that the requirements of this Agreement are met in full by you, your employees and agents.

## **2 OPERATIONAL-UKHO PAPER PRODUCTS**

- 2.1 You shall provide and maintain premises considered suitable by us for the updating of Admiralty charts with a sufficient flat working space to lay out a chart unfolded, adequate lighting, and a working environment so arranged as to permit a chart corrector to work without interruption or other distraction.
- 2.2 You shall engage a sufficient number of suitable qualified staff who have been trained or are experienced in chart correcting procedures to a reasonable standard acceptable to us as determined by us.
- 2.3 You shall make provision, at your own expense, for such updating of charts held by you in stock.
- 2.4 You shall permit our authorised representatives and those of the UKHO to inspect chart updates executed by you and shall co-operate in any review of chart update procedures; and you shall give immediate effect to instructions or recommendations made by us with respect to any particular chart update, the procedures used for updating, or the training of your updating staff.
- 2.5 You accept liability for the quality and accuracy of the application of update information incorporated on your stock by you.
- 2.6 You shall rotate your stock to ensure that older stock is sold on a first in first out basis.

## **3 SUPPLY TO CUSTOMERS OF APPS**

- 3.1 You shall ensure, at your expense, that any Admiralty chart sold by you is correct to the past published weekly edition of Notice to Mariners (“NMs”). We accept no liability for the application of NM updates to Admiralty charts undertaken by you.
- 3.2 You shall ensure that any Admiralty publication is sold in conjunction with the latest published supplement (where appropriate).

- 3.3 You shall ensure that all Admiralty charts are stamped on the thumb label at the time of sale to the end user with the name of your making the sale and the update number to which the chart has been corrected.
- 3.4 Where you have been notified that an APP chart is to be permanently withdrawn or cancelled on publication of the replacement(s) or new editions(s) of the APP you shall:
- 3.4.1 inform any prospective customer that the APP in question is shortly to be withdrawn or cancelled;
  - 3.4.2 give the prospective customer the choice to purchase either the APP which is to be withdrawn or cancelled or the replacement(s) or new edition(s) APP when it is published and available;
- 3.5 If the APP to be permanently withdrawn or cancelled is sold, ensure that it is stamped at the point of sale with either of these phrases as appropriate:
- Navigational Charts: “This Admiralty chart will shortly be replaced by a new chart or new edition and in the meantime, for navigational purposes, is to be used with caution.”
- Nautical Publications: “This Admiralty publication will shortly be replaced by a new publication or new edition, and in the meantime, for navigational purposes, is to be used with caution.”
- 3.6 You shall maintain copies of weekly NMs for the preceding twelve (12) months on a rolling basis. We reserve the right to waive this requirement where you subscribe to an on-line digital updating service operated by or on behalf of UKHO.
- 3.7 Where you are claiming credit for any withdrawn or cancelled Products in accordance with Section 3.4 of this Schedule 3, you shall ensure that the Product or Services are not sold or exchanged for goods or services or is otherwise passed to any third party.

#### **4 OPERATIONAL-UKHO DIGITAL PRODUCTS**

- 4.1 You shall supply the most up to date versions of Products and Services on appropriate media.
- 4.2 Unless agreed otherwise in writing, you shall stock for sale the entire range of Products available, details of which have been provided by us.
- 4.3 Where the use of third party display equipment and/or software is required to use the Products you shall display a knowledge of the different equipment types and make reasonable endeavours to have a link to at least one such equipment/software supplier to enable promotion of the Product in an end user system;

- 4.4 You shall be able clearly to demonstrate all Products and explain the main features and benefits of each;
- 4.5 You shall have a functioning e-mail address and internet access at each Operating Location.
- 4.6 You shall provide at your own expense at each Operating Location appropriate computer hardware to install, run and demonstrate all Products.
- 4.7 You shall proactively inform customers of available Products and of their benefits/features and promote the use of navigational data whose use satisfies the nautical chart and publication carriage requirements of SOLAS.
- 4.8 You shall be familiar with the content of any handbooks or other materials relating to the use of the Products.

## 5 **SERVICE LEVELS-UKHO DIGITAL PRODUCTS**

In addition to all requirements specified elsewhere in this Agreement you shall endeavour to maintain the service levels specified below:

- 5.1 You shall endeavour to make arrangements for 24-hour, 365 day out of business hours customer support and publicise the arrangements for out of business hours customer support. Customer support shall as a minimum consist of accepting and replying to Product queries and providing customers with permits for Products.
- 5.2 You shall endeavour to provide and publish on your website details of how customers can utilise your customer support services, the hours of availability of such services and details of how support can be obtained.
- 5.3 You shall endeavour to provide 'first line' sales and technical support for the Products to customers. Such first line support shall at a minimum consist of:
  - 5.3.1 Reviewing details of enquiries from customers; and
  - 5.3.2 Checking UKHO web-based resources and systems such as APOS / Fleet Manager / Knowledge Base / FAQs / UKHO Website for information required and providing the information to customers.
- 5.4 You shall endeavour to answer, to the satisfaction of 90% of customers by volume all first line support enquiries without passing them onto us or the UKHO;
- 5.5 You shall endeavour to respond to enquiries within eight (8) business hours.

- 5.6 Where assistance cannot be given by you within eight (8) company's business hours you shall endeavour to;
- 5.6.1 check details provided by the customer and contact [customerservices@gnsworldwide.com](mailto:customerservices@gnsworldwide.com)
  - 5.6.2 provide the following information: : Vessel name – IMO number – Description of the issue – screenshot of the error
  - 5.6.3 send by email all enquiries, whether relating to an order or request for assistance on products and services to [customerservices@gnsworldwide.com](mailto:customerservices@gnsworldwide.com)
  - 5.6.4 indicate in such emails whether the enquiry is related to an order and if so the order number to which it relates; and
  - 5.6.5 use the ticket reference number issued by GNS in any acknowledgement e- mail in all subsequent correspondence

## Schedule 4 – Returns Policy

- 1 We will credit you for any UKHO Products other than paper charts which are withdrawn or cancelled in accordance with the current scale and conditions issued by UKHO provided that the procedures required by the UKHO are followed and or the spine (of a hard cover publication) or the cover (of a soft cover publication), along with the relevant sheet of the publication (hard or soft cover) detailing the edition date of that publication is returned post or carriage paid to either UKHO or to one of our locations, as we may direct from time to time within a period of four weeks from the date the UKHO Product is withdrawn or cancelled. The Products for which you are seeking credit must not have been torn, dirty, used or otherwise damaged, and Admiralty charts must not have been stamped with your name. We reserve the right to require you to return post or carriage paid the cancelled or withdrawn chart or publication in its entirety but will not exercise this right unreasonably.
- 2 Products returned under the terms of Section 1 of this Schedule 4 will be credited at the price paid to us for the Products when we receive credit from UKHO.
- 3 We may impose a cap on the totality of credits paid to you under the provisions of Section 1 of this Schedule 4 from time to time.
- 4 Where Products have been incorrectly ordered credit will only be given where mitigating circumstances exist. Each case shall be considered on its individual merits and our decision will be final. Any credit given will be at the original price paid by you and we may make a charge in respect of the administrative costs incurred.
- 5 You will be responsible for any freight costs incurred in the return of Products to us.
- 6 Under no circumstances are you permitted to return (either to us or UKHO) any paper charts including any POD Printer produced Charts (whether produced by you or us). We will not give credit for any such paper charts.
8. **“POD”** means print on demand undertaken by you at a Registered Location;  
**“POD Charts”** means the charts produced by the POD System;  
**“POD Printer”** means Postscript Upgrade Kit and either (a) HP Z6200 42” Designjet Production Printer or (b) HP Z5200 Designjet Production Printer; (c) HPZ9 Single roll printer (d) HPZ9 Dual roll printer,



**Schedule 5 – Fulfilment Services**

[This is an optional Schedule. Please delete if not being used.]

You agree to undertake fulfilment of customer orders placed on us from time to time that are difficult for us to fulfil in a timely way, subject to the following:

**1 PORTS/TIMEFRAMES**

You confirm that you will, upon request from us, deliver Products to our customers located at the ports below on the timeframes set out below:

**Same Day**

- 1 Contact Name, Contact email address, Contact phone number (international) contact location address;
- 2 Relevant ports:
- 3 Hours of operation (local time) to fulfil our order:
- 4 Cut off time to fulfil same day:
- 5 Services that can be fulfilled (select from below and provide details):

<b>. Paper Charts and Publications</b>	<b>Tick below services that can be fulfilled</b>	<b>Price to GNS</b>
British Admiralty Charts (published by UKHO)		
British Admiralty Publications (published by UKHO)		
Other Hydrographic Office Charts		
Other Hydrographic Office Publications		
International Maritime Organisation (IMO) Publications		
International Telecommunications Union (ITU) Publications		
Other Miscellaneous Publications		

**Next Day**



6 Contact Name, Contact email address, Contact phone number (international) contact location address;

7 Relevant port:

8 Hours of operation (local time) to fulfil our order:

9 Cut off time to fulfil next day:

10 Services that can be fulfilled (select from below and provide details):

<b>. Paper Charts and Publications</b>	<b>Tick below services that can be fulfilled</b>	<b>Price to GNS</b>
British Admiralty Charts (published by UKHO)		
British Admiralty Publications (published by UKHO)		
Other Hydrographic Office Charts		
Other Hydrographic Office Publications		
International Maritime Organisation (IMO) Publications		
International Telecommunications Union (ITU) Publications		
Other Miscellaneous Publications		

## 2 OUR UNDERTAKINGS

We agree to make known to our customers and our other partners that we can now arrange delivery to the above ports within the above timeframes.

## 3 YOUR UNDERTAKINGS

3.1 You will fulfil orders from stock of Products that you have purchased from us under the terms of this Agreement.

3.2 You will use a delivery note provided by us to accompany the orders you fulfil on our behalf and will ensure that delivery details are confirmed to us on the same day;

3.3 You will pack Products in accordance with packing standards as may be specified by us from time to time.

#### 4 **BILLING**

- 4.1 You agree to provide Fulfilment Services at the prices set out above plus reasonable carriage costs.
- 4.2 You will bill us on a monthly basis for the Fulfilment Services delivered in the previous month.
- 4.3 All invoices submitted to GNS should be denominated in the currency of the GNS country from which the Product is procured ("Procurement Currency"). When dealing with GNS in the UK, invoices should be presented in pounds sterling, for Greece and Germany invoices should be presented in Euros, and for Singapore invoices should be presented in Singapore Dollars.
- 4.4 Where pricing for Products is agreed under this Agreement in a currency other than the Procurement Currency the amounts to be invoiced should be converted to the Procurement Currency using the spot rates provided by Oanda.com. The relevant date for each exchange rate should be as at the invoice date.

## [Schedule 6 – Print On Demand

[This is an optional Schedule. If POD is being used, please ensure you use the correct version.]

Version 1 POD covers the scenario where the sub-distributor purchases its own POD.

Version 2 below covers the scenario where GNS purchases the POD and then sells it to the sub-distributor .

Please delete the option not used.]

### Version 1

In addition to the terms and condition stated in the main body of this agreement the following terms and conditions shall amend or add to those terms and conditions for the purposes of Print on Demand. In the event of any inconsistency between the terms and conditions in the main body of this agreement and those stated in this Schedule 6, the terms stated in this Schedule 6 shall prevail.

We agree to allow you to print a selection of POD Charts which will have a UKHO equivalence of a SNC at a Registered Location using a POD System purchased by you, Data and Approved Materials with certain equipment on the terms and conditions below.

## 1 DEFINITIONS

**“Approved Materials”** means Admiralty Watermarked Prosecuta Chart Paper 841mm x 80cm, inks to manufacturer’s specification for POD Printer, Dymo Labelwriter 450 labels, ART No. 99014 5.4 cm x 10.1 cm;

**“Data”** means the chart files downloaded from the UKHO’s Content Distribution Network by you for use with the POD System;

**“POD”** means print on demand undertaken by you at a Registered Location;

**“POD Charts”** means the charts produced by the POD System;

**“POD Printer”** means Postscript Upgrade Kit and either (a) HP Z6200 42” Designjet Production Printer or (b) HP Z5200 Designjet Production Printer; (c) HPZ9 Single roll printer (d) HPZ9 Dual roll printer,

**“POD Print Controller”** means the item of property that connects to your network and controls the download and printing of the POD Charts;

**“POD System”** means the POD Print Controller, the POD Printer, the POD Label Printer, the Approved Materials, the Paper Precision Trimmer- 1033mm wide cutting length and Folding Bone”;

**“Registered Location”** means a location approved by us for the location of the POD System;

**“SNC”** means Admiralty Standard Navigational Chart;

## 2 **OUR UNDERTAKINGS**

We undertake and agree to:

- 2.1 supply the POD Print Controller (supplied by UKHO);
- 2.2 supply chart paper for use with the POD Printer as further defined under Approved Materials;
- 2.3 remotely print a Chart upon your request by phone or email;
- 2.4 provide copies of the invoices referred to at 3.1 and 3.2 below to UKHO; and
- 2.5 use reasonable endeavours to ensure that any necessary UKHO licenses allowing you to print POD Charts, including using Data, through the POD Printer have been obtained.

## 3 **YOUR UNDERTAKINGS**

You undertake and agree to:

- 3.1 purchase a POD Printer from the list of UKHO approved printers and from an authorised HP reseller and provide a copy of the invoice to us;
- 3.2 purchase a service contract in your name and at your cost with Hewlett-Packard (HP care pack minimum 3 years) to cover warranty and maintenance of the POD Printer and provide a copy of the invoice to us;
- 3.3 buy a label printer (Dymo label printer 450) and labels from the list of UKHO approved label printers and consumables;
- 3.4 maintain the POD Printer and label printer in accordance with the manufacturer’s specification;
- 3.5 only use the POD Printer for printing POD Charts;

- 3.6 operate and maintain at your own expense the POD System in accordance with the obligations set out in our agreement with UKHO which we will supply to you from time to time (currently being provided in a document entitled “POD Operational Requirements”);
- 3.7 ensure that all users are trained in the operation of, quality control of, general maintenance and reporting on the POD System as appropriate;
- 3.8 not to place POD Printer produced POD Charts into stock;
- 3.9 not seek to ‘return’ POD Printer produced POD Charts to either to us or directly to the UKHO;
- 3.10 only use the Approved Materials with the POD System; and
- 3.11 allow us and our representatives (including, without limitation, UKHO) to inspect and audit the Registered Location and the POD System (including remotely) the production process, the POD Chart quality, operations and POD Chart stocks.

#### **4 INTELLECTUAL PROPERTY RIGHTS**

- 4.1 Intellectual Property Rights in the Data remains the property of the British Crown, the UKHO and its licensors and suppliers. You will acquire no rights in the Data.
- 4.2 All material belonging to or under the control of UKHO to which you are given access or receive as a result of the operation of POD shall not be used by you or accessed by any of your employees or other persons acting on your behalf for any purpose other than operating POD and you shall not such disclose such material to any person other than those referred to in this 4.2.
- 4.3 You shall give us prompt notice if you, any of your employees or other persons acting on your behalf comes aware of any unauthorised use or exploitation of the Data.

#### **5 PRICING**

- 5.1 For POD set up you will be charged as follows:
  - 5.1.1 UKHO Administrative Fee: £2,000 excluding VAT and including UKHO remote set up (Installation of colour management software,& commissioning of the printer to UKHO specification)

as revised by us from time to time

## 5.2 Chart Fees:

You will be charged on a per unit basis using BA RRP of paper charts minus [ ] % for each chart printed excluding applicable VAT

## 5.3 Ongoing POD usage:

### 5.3.1 Carriage costs for Admiralty-approved POD chart paper

Admiralty-approved POD chart paper will be provided at Admiralty RRP (currently no cost)

5.4 We reserve the right to set you a specific POD annual threshold in proportion to your average annual purchase of SNCs. If you exceed this we reserve the right to increase the price for SNCs produced by you via POD over and above the threshold or to suspend the POD service.

## 6 TERMINATION OF POD

6.1 We may terminate the use of POD at any time on giving you three months' written notice.

6.2 We may terminate the use of POD upon immediate written notice to you in the event that you are in breach of any of the terms of this Schedule or any of the terms of the Agreement.

6.3 Use of POD will immediately and automatically terminate in the event that the Agreement is terminated or expires for any reason.

## 7 EFFECT OF TERMINATION OF POD

7.1 If use of POD is terminated for any reason, the Agreement will not terminate automatically at the same time.

7.2 Upon termination of the use of POD you will immediately return us in accordance with our instructions the POD Print Controller, all paper supplied and cease to use the POD System

## 8 RISK

Risk of loss of or damage to the POD Print Controller and to the paper supplied will pass to you from the time of delivery to the carrier.

## Version 2

In addition to the terms and condition stated in the main body of this agreement the following terms and conditions shall amend or add to those terms and conditions for the purposes of Print on Demand. In the event of any inconsistency between the terms and conditions in the main body of this agreement and those stated in this Schedule 6, the terms stated in this Schedule 6 shall prevail.

We agree to allow you to print a selection of POD Charts which will have a UKHO equivalence of a SNC at a Registered Location using a POD System purchased by us and provided to you, Data and Approved Materials with certain equipment on the terms and conditions below.

## 1 DEFINITIONS

**“Approved Materials”** means Admiralty Watermarked Prosecura Chart Paper 841mm x 80cm, inks to manufacturer’s specification for POD Printer, Dymo Labelwriter 450 labels, ART No. 99014 5.4 cm x 10.1 cm;

**“Data”** means the chart files downloaded from the UKHO’s Content Distribution Network by you for use with the POD System;

**“POD”** means print on demand undertaken by you at a Registered Location;

**“POD Charts”** means the charts produced by the POD System;

**“POD Printer”** means Postscript Upgrade Kit and either (a) HP Z6200 42” Designjet Production Printer or (b) HP Z5200 Designjet Production Printer; (c) HPZ9 Single roll printer (d) HPZ9 Dual roll printer;

**“POD Print Controller”** means the item of property that connects to your network and controls the download and printing of the POD Charts;

**“POD System”** means the POD Print Controller, the POD Printer, the POD Label Printer, the Approved Materials, the Paper Precision Trimmer- 1033mm wide cutting length and Folding Bone”; and

**“SNC”** means Admiralty Standard Navigational Chart;

## 2 SUPPLY OF POD SYSTEM

We undertake and agree to:

2.1 supply the POD Print Controller (supplied by UKHO);

- 2.2 supply the POD Printer, the POD Label Printer, the Paper Precision Trimmer- 1033mm wide cutting length and Folding Bone (the “**Equipment**”);
- 2.3 supply chart paper for use with the POD Printer as further defined under Approved Materials;
- 2.4 remotely print a Chart upon your request by phone or email; and
- 2.5 use reasonable endeavours to ensure that any necessary UKHO licenses allowing you to print POD Charts, including using Data, through the POD Printer have been obtained.

### 3 **EQUIPMENT INSTALMENT PAYMENT TERMS**

- 3.1 You undertake and agree to hire the Equipment from us for the period set out in 3.3.
- 3.2 Unless and until you pay the final instalment required to purchase the Equipment pursuant to 3.3 (at which point title to the Equipment will pass to you), the Equipment (including any replacement parts which have been installed when the Equipment is serviced) belongs to us. You must not deal with the Equipment in any way that is inconsistent with our ownership of it.
- 3.3 With effect from [ ] until [ ] (“**End Date**”) you will pay us [insert instalment amount] on a [insert interval] basis. This amount will be paid by direct debit to the bank account that we specify unless we tell you otherwise.
- 3.4 In addition to the instalments to be paid, you will be responsible for the cost of freight to deliver to you the Equipment, POD Print Controller and the Approved Materials and for any customs fees associated with the deliveries of these items into your country.
- 3.5 Payments to be made pursuant to 3.3 must be made irrespective of whether your right to POD has been terminated pursuant to 7 below.

### 4 **YOUR UNDERTAKINGS**

You undertake and agree to:

- 4.1 maintain the Equipment in accordance with the manufacturer’s specification and in accordance with the warranty, details of which we will supply;
- 4.2 only use the POD Printer for printing POD Charts;
- 4.3 operate and maintain at your own expense the POD System in accordance with the obligations set out in our agreement with UKHO which we will supply to you from time to time (currently being provided in a document entitled “POD Operational Requirements”);



- 4.4 ensure that all users are trained in the operation of, quality control of, general maintenance and reporting on the POD System as appropriate;
- 4.5 not to place POD Printer produced POD Charts into stock;
- 4.6 not seek to 'return' POD Printer produced POD Charts to either to us or directly to the UKHO;
- 4.7 only use the Approved Materials with the POD System; and
- 4.8 allow us and our representatives (including, without limitation, UKHO) to inspect and audit the Registered Location and the POD System (including remotely) the production process, the POD Chart quality, operations and POD Chart stocks.

The obligations placed upon you as above shall apply irrespective of whether we or you own the Equipment.

## 5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Intellectual Property Rights in the Data remains the property of the British Crown, the UKHO and its licensors and suppliers. You will acquire no rights in the Data.
- 5.2 All material belonging to or under the control of UKHO to which you are given access or receive as a result of the operation of POD shall not be used by you or accessed by any of your employees or other persons acting on your behalf for any purpose other than operating POD and you shall not such disclose such material to any person other than those referred to in this 5.2.
- 5.3 You shall give us prompt notice if you, any of your employees or other persons acting on your behalf comes aware of any unauthorised use or exploitation of the Data.
- 5.4 We reserve the right to set you a specific POD annual threshold in proportion to your average annual purchase of SNCs. If you exceed this we reserve the right to increase the price for SNCs produced by you via POD over and above the threshold or to suspend the POD service.

## 6 PRICING

- 6.1 The price for the Equipment is set out at 3.3 above.
- 6.2 For POD set up you will be charged as follows:
  - 6.2.1 UKHO Administrative Fee: £2,000 excluding VAT

6.2.2 UKHO remote setup Including:- Installation of colour management software,& commissioning of the printer to UKHO specification: £425 excluding VAT

as revised by us from time to time

### 6.3 Chart Fees:

You will be charged on a per unit basis using BA RRP of paper charts minus [ ] % for each chart printed excluding applicable VAT.

### 6.4 Ongoing POD usage:

#### 6.4.1 Carriage costs for Admiralty-approved POD chart paper

Admiralty-approved POD chart paper will be provided at Admiralty RRP (currently no cost)

## 7 TERMINATION OF POD

7.1 We may terminate the use of POD at any time on giving you three months' written notice.

7.2 We may terminate the use of POD upon immediate written notice to you in the event that you are in breach of any of the terms of this Appendix or any of the terms of the Agreement.

7.3 Use of POD will immediately and automatically terminate in the event that the Agreement is terminated or expires for any reason.

## 8 EFFECT OF TERMINATION OF POD

8.1 If the use of POD is terminated for any reason, the Agreement will not terminate automatically at the same time.

8.2 Upon termination of the use of POD you will immediately return to us you will immediately return us in accordance with our instructions the POD Print Controller, all paper supplied and cease to use the POD System.

## 9 RISK

Risk of loss of or damage to the items delivered to you as referred to in 3.4 will pass to you from the time of delivery to the carrier. You will be responsible for effecting insurance from the moment risk passes to you.