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GBI Research Terms and Conditions

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GBI RESEARCH
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GBI Research Ltd ("Holding Company"), a company registered in England with the company number 05968121 and registered office at John Carpenter House, John Carpenter Street, London, EC4Y 0AN, United Kingdom. These terms and conditions and the Order Form comprise the agreement pursuant to which Company provides the Product (defined below) to you ("Agreement"). "We", "us", "our" or "GBI Research" refers to Company. "You" or "your" refers to the person who (or on whose behalf) an Order is placed and includes your legal successors and permitted assigns.

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6. Warranties: We shall use best endeavors to ensure the Product is provided to you in accordance with any specifications set out in the Order Form and accepted by us. We do not warrant that the Product will meet your requirements or that it will be complete, error free or delivered without interruption. Findings, conclusions and recommendations in the Product are based on information gathered in good faith from both primary and secondary sources, whose accuracy we are not always in a position to guarantee. As such, we can accept no liability whatsoever for actions taken based on any information that may subsequently prove to be incorrect. Except as expressly set out in this Agreement, all express or implied representations, warranties, conditions and undertakings are excluded to the maximum extent permissible by law. You assume sole responsibility for the selection, suitability and use of the Product and acknowledge that except as stated above we do not provide any additional warranties or guarantees relating to the Product. This clause survives termination of the Agreement.

7. Indemnification. Generally. We and You ("Both Parties") will, to the extent permitted by law, indemnify, defend and hold harmless the other party from and against any and all claims, demands, complaints, or actions of third parties (including employees of the parties) arising from or relating to this agreement, including personal injury, death and property damage to the extent caused or arising out of the violation of law, gross negligence, fraud, willful misconduct or breach of this agreement. In the event that both parties are at fault they will indemnify each other in proportion to their relative negligence. In addition we will indemnify, defend and hold harmless, you from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties) arising from or relating to this agreement brought against you alleging that the product infringe any patent, copyright, trademark, trade secret or other intellectual property right. Our obligations under this section are conditioned on you i) Promptly notifying us of any claim, ii) Granting us sole control over the defense and settlement of the action. iii) Reasonably cooperating with us in connection with such action at our expense, iv) Abetting no such claim, demand, complaint or action v) Neither modifying or using the product nor breaching this agreement in a manner for which no infringement would have occurred. If the product becomes or in our opinion is likely to become the subject of such a claim, then in lieu of the indemnity we may, at our expense, i) procure you the right to license using or receiving the product free of any such liability, ii) replace or modify in whole or part the product to make them non-infringing without degradation or iii) refund you a pro-rata portion of the fee.

8. Limitation of liability: Neither party shall be liable under this agreement to the other party for indirect, special, exemplary, punitive or consequential damages including without limitation loss of goodwill, whether arising from negligence, breach of contract or otherwise. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall in respect of any one or more incidents not exceed the total fees received by us from you for the Product in the 12 months prior to the date the incident occurs. This clause shall survive termination of the Agreement.

9. Confidentiality: Neither party shall, except as required to perform our and / or your respective rights and obligations, use, copy, adapt, alter, disclose to any third party or part with possession of any information or data of the other party which is disclosed or otherwise comes into our or your possession directly or indirectly as a result of these Terms and which is of a confidential nature, in writing marked confidential or, if disclosed orally, reduced to writing and marked confidential within 30 days of the date of such disclosure ("Information"). This obligation shall not apply to Information:

a. the receiving party can prove was in its possession at the date it was received or obtained; or
b. the receiving party obtains from some person other than us, you or an Affiliate with good legal title thereto; or
c. comes into the public domain otherwise than through the default or negligence of the receiving party; or
d. Is independently developed by or for the receiving party.

10. Solicitation. You agree that for a period of twelve (12) months immediately following the delivery of the products purchased, for any reason, whether with or without cause, you shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees, who were involved in the sale, marketing, support or production of the product used, to leave their employment, or attempt to solicit, induce, recruit, encourage or take away employees of the Company.

11. Force Majeure: We shall not be liable for any delay or failure to perform any obligation under this Agreement insofar as the performance of such obligation is prevented by an event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labor dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of sources from which data is obtained.

12. Further Provisions: The Agreement constitutes the entire understanding between the parties relating to the Product and supersedes all previous agreements and understandings whether oral or written relating to the Product. In the event of any inconsistency between these terms and conditions and the Order, the Order shall prevail. The Agreement may only be varied in writing signed by an authorized representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. The Agreement shall be governed by the laws of England and Wales. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England.