

# Jordans (Seychelles) Limited

## Standard Terms and Conditions

### 1 Scope

These Standard Terms apply to the supply of all products and services by Jordans (Seychelles) Limited except software products, unless we otherwise agree in writing.

### 2 Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

### 3 Use of third party contractors

We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will take all reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products.

### 4 Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

### 5 Printing and publication

We accept material for printing and/or publication on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly.

### 6 Third party reliance

Our services, including search reports and information services, are provided solely for the use of our client and that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.

### 7 Delivery of products and services

Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Where you request an alternative method of delivery, you must meet those costs. Services are provided using reasonable skill and care.

The description and price of goods and services and delivery details will be provided in the confirmation of order and/or invoice despatched with the product or service.

### 8 Payment

We may require cash payment in advance before providing any goods or services. Where we have agreed credit terms for you our invoices are due for payment 30 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate of 2% above the 'call' rate on deposits being paid by Barclays Bank (Seychelles) Limited from time to time.

### 9 Search and other reports

We accept no responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.

### 10 Non completion of services

Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

### 11 Liability

Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our services under these Terms and Conditions shall not exceed US\$1,000,000.

Save as precluded by law, we shall not be liable to you for any of the following: any indirect loss or damage; consequential loss or damage; costs, expenses or other claims for consequential compensation whatsoever (howsoever caused); loss of profit; loss of business; depletion of goodwill; which arise out of or in connection with our services or these Terms and Conditions.

### 12 Data protection

We will use personal information which we hold about you to provide our services and products to you, for credit control and market research purposes and to inform you about our services and products, legal developments and training sessions or events which we believe may be of interest to you. We may share your personal information with other companies in our group, including Jordans Limited, Jordans International Limited, Jordan Publishing Limited, Jordans (Scotland) Limited and our other overseas offices (full details of which are available on our website [www.jordans-international.com](http://www.jordans-international.com)), for any of the above purposes.

### 13 Due diligence

In certain circumstances we are required by law to collect evidence of identity from our clients. If you fail to supply any due diligence which we request we will be unable to provide services to you.

### 14 Customer services

If you are unhappy with any aspect of our service, please contact the Head of Offshore Offices at 21 St Thomas Street, Bristol United Kingdom BS1 6JS. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

### 15 Changes to Standard Terms

We reserve the right to make changes to these Standard Terms from time to time.

### 16 Jurisdiction

Contracts between us will be concluded in the English language and our relationship with you will be governed by Seychelles law and will be subject to the exclusive jurisdiction of the Seychelles courts.

Jordans (Seychelles) Limited  
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Mont Fleuri  
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Mahé  
Seychelles

Registered in Seychelles No. 845167-1