

## **Terms and Conditions for use of Hazcheck IMDG Coded Variant List (CVL)**

**Hazcheck Coded Variant List is table of data provided in an electronic form (referred to here as 'CVL') owned and provided by Exis Technologies Limited, a Limited Company trading in the United Kingdom (referred to here as 'Exis').**

### **1. Terms**

By accessing the CVL, the Customer agrees to be bound by these Terms and Conditions and also agrees to responsible for compliance with any national or local laws relevant to its use. If the Customer does not agree with any of these Terms and Conditions, they may not use nor access CVL. Exis may revise these Terms and Conditions at any time without notice. By using CVL the Customer agrees to be bound by the then current version of these Terms and Conditions viewable at

<http://hazcheck.existec.com/hazcheck-systems/imdg-coded-variant-list.aspx>

Exis may suspend or cancel access to CVL in the event of any breach of these Terms and Conditions.

### **2. Term and termination**

Exis may suspend or terminate availability of CVL at any time with six months prior notice to the customer. In the event that Exis decides to suspend or terminate the availability of CVL then Exis will transfer the latest version of the CVL and the right to maintain and publish the CVL to the SMDG ([www.smdg.org](http://www.smdg.org))

### **3. Function of CVL**

CVL displays information sourced in the Dangerous Goods List of the International Maritime Dangerous Goods Code (IMDG Code) and as further described in the technical guide available at the following web page <http://hazcheck.existec.com/hazcheck-systems/imdg-coded-variant-list.aspx>

The data is provided in an electronic form and the Customer is permitted to copy this data for use within their internal IT systems.

### **4. Revisions and Updates to CVL**

Updated versions of CVL may be made available from time to time via the Hazcheck website where CVL was originally provided and the Customer notified of such and/or sent to the Customer via e-mail. This shall be deemed as 'supply' for the purposes of this clause.

### **5. Availability of CVL**

The availability of CVL for download is not guaranteed but Exis will make reasonable efforts to maintain availability according to common technical standards.

### **6. Qualification of users**

It is the Customer's responsibility to ensure that any persons using CVL are properly trained and competent in the transport of hazardous materials to an extent appropriate to the use of and interpretation of information contained in CVL.

### **7. Warranties and limitation of liability**

CVL is based on published official regulatory information. However, Exis is not the originator of the information contained in CVL and shall not be liable in respect of the accuracy or completeness of the information supplied. Subject to the above Exis warrants that the CVL will correspond with the technical description provided on website at: <http://hazcheck.existec.com/hazcheck-systems/imdg-coded-variant-list.aspx>

Save for the above Exis disclaims all conditions, warranties and terms, express or implied, statutory or otherwise relating to CVL and performance, efficacy, usefulness, or fitness for any particular purpose. The Customer agrees that Exis shall not be liable to the Customer in contract, tort, negligence or otherwise for any loss, damage, costs or expenses incurred by the Customer including any indirect or consequential loss or damage or for loss of data, profit, revenue, anticipated savings or business, however caused, and even if foreseeable or made known to Exis. The maximum liability of Exis to the Customer for any and all causes of action that may arise from the Customer's use of CVL shall not exceed one hundred US Dollars. Nothing in these Terms and Conditions shall limit nor exclude any liability that cannot be excluded by the Laws of England and Wales. The illegality, invalidity or unenforceability of any provision of the Agreement shall not affect the legality, validity or enforceability

of the remainder. If any such provision is found by any court or competent authority to be illegal, invalid or unenforceable, the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

#### **8. Property in CVL**

CVL contains confidential information of Exis and/or the International Maritime Organization and all copyright, trademarks and other intellectual property rights in CVL are owned by and are the exclusive property of Exis and are protected by national laws and international treaty provisions. The Customer may not assign, transfer, sell, lease, rent, charge or otherwise deal in CVL nor reverse engineer, decompile nor disassemble CVL.

Exis indemnifies the Customer against any claim that the normal use or possession of the CVL infringes the intellectual property rights of any third party provided that Exis is given immediate and complete control of such claim, that the Customer does not prejudice Exis's defence of such claim, that the Customer gives Exis all reasonable assistance with such claim and that the claim does not arise as a result of the use of the CVL in combination with any programs not supplied or approved by Exis. Exis shall have the right to replace or change all or any part of the CVL in order to avoid any infringement. The foregoing states the entire liability of Exis to the Customer in respect of the infringement of the intellectual property rights of any third party.

#### **9. USA and Canada**

The rights granted herein may be exercised by the Customer in the United States of America or Canada but only subject to the laws of England and Wales and to the exclusive jurisdiction of the English courts. These Terms and Conditions are not to be construed as a contract for the sale or lease of goods subject to the Uniform Commercial Code or other legislation governing the sale or lease of goods subject to the United States Uniform Commercial Code.

#### **10. Applicable Law**

These Terms and Conditions and your use of CVL are governed by and construed in accordance with the laws of England and Wales and to the exclusive jurisdiction of the English courts

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Exis Technologies Limited [support@existec.com](mailto:support@existec.com) [www.existec.com](http://www.existec.com)