

ENDS Carbon Report Order Terms and Conditions

1. ENDS Carbon liability for the content and purchase of the report

- 1.1. We accept no legal liability of any kind for the publication content, nor any information contained therein nor conclusions drawn by any party from it
- 1.2. ENDS Carbon will not be held liable for any costs, loss of earnings or reputational damage incurred by the Buyer arising from:
 - 1.2.1. Cancellation of the report
 - 1.2.2. Alteration, cancellation or postponement of the publication or delivery date(s)
 - 1.2.3. Corrections or alterations to the content of the report from the advertised content
 - 1.2.4. Inaccuracies or errors either in a) information provided in the report or b) interpretation/analysis presented in the report

2. Report order processing:

- 2.1. Receipt of a completed order form constitutes a binding contract to purchase a report
- 2.2. Electronic and physical versions of the report will only be dispatched on receipt of payment in full
- 2.3. At the time a report is ordered, the Buyer must disclose whether they operate in a competitive or parallel industry to ENDS Carbon. Failure to do so will allow ENDS Carbon to compel the Buyer to:
 - 2.3.1. destroy all physical and electronic copies of the purchased report;
 - 2.3.2. destroy all copies of information drawn from the purchased report;
 - 2.3.3. transfer to ENDS Carbon both ownership and all rights to any intellectual property derived from the data within the report
 - 2.3.4. compensate ENDS Carbon for any loss of earnings
 - 2.3.5. provide documentary evidence and guarantees of the above
- 2.4. ENDS Carbon reserves the right without giving notice to the Buyer:
 - 2.4.1. to refuse or cancel any report order without giving any reason therefor;
 - 2.4.2. to make corrections or alterations it considers necessary or desirable to the content of the report after an order has been placed
 - 2.4.3. to alter, cancel or postpone publication date(s).In the event that ENDS Carbon cancels a) publication of a report or b) the Buyer's contract to purchase a report, ENDS Carbon will return any money paid by the Buyer in respect of the undelivered report.
- 2.5. Cancellations and transfers can only be accepted if requested by the Buyer in writing within 24 hours of submitting the completed order form, and if the request is received by ENDS Carbon before electronic or physical transfer of either a) the full report, b) any extracts from the report or c) any commercially sensitive information related to the report
 - 2.5.1. In the event that the Buyer cancels an order in compliance with the terms above, the Buyer shall be liable for any administrative costs incurred by ENDS Carbon in processing the cancellation, including but not limited to:

- 2.5.1.1. Delivery costs
- 2.5.1.2. Printing costs

2.6. Report orders may **NOT** be cancelled in the following circumstances:

2.6.1. More than 24 hours have passed after an order form has been submitted to ENDS Carbon

2.6.2. Electronic or physical transfer has been made of either a) the full report, b) any extracts from the report or c) any commercially sensitive information related to the report

2.6.2.1. Transfer of the above will be deemed to have occurred once electronic or physical versions have been dispatched to the Buyer by any Haymarket or ENDS Carbon employee. **Once this has occurred, cancellation of the report order is not possible under any circumstances.**

2.7. In the event that the Buyer does not receive their purchased report, ENDS Carbon will endeavour to dispatch it once more. ENDS Carbon may require the Buyer to support 50% of any additional costs involved