

TERMS AND CONDITIONS

1. GENERAL

1.1 These are the Terms and Conditions of Business of London Psychometric Laboratory Ltd., hereinafter called "LPL Ltd.", governing the use of its services, instruments, reports, materials, and websites, including, by way of example and not limitation, TEIQue, TSIQue, Belimp, www.teique.com and www.traitEl.com.

1.2 These terms and conditions apply to You, hereinafter called "the Client", if you are using or purchasing services, instruments, reports, or materials, supplied by LPL Ltd. or its websites.

1.3 Use of LPL Ltd. services, instruments, reports, or materials, signifies acceptance of these Terms and Conditions.

1.4 Clients wishing to license LPL Ltd. instruments will be asked to enter into a separate Agreement, additional to these Terms. If there is any conflict between these Terms and the Licensing Agreement, the Licensing Agreement shall prevail in respect of those conflicting terms.

1.5 LPL Ltd. reserves all rights not expressly granted in this agreement.

2. LIABILITY

2.1 LPL Ltd. and its directors, employees, agents and distributors, accept no liability for the accuracy, correctness, or relevance of their services and instruments.

2.2 LPL Ltd. services, instruments, reports, and materials are used or purchased on an "as is where is" basis and LPL Ltd. accepts no liability for any use or misuse.

2.3 LPL Ltd. services, instruments, reports, materials, and websites are supplied without warranty of any kind, either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose.

2.4 In no event shall LPL Ltd. become liable to the Client for any loss or damage arising from the use,

operation, or modification inadvertent or otherwise in practice of the services, instruments, reports, and materials, including, but not limited, to consequential loss of time, goodwill or money.

2.5 LPL Ltd. provides services, instruments, reports, and materials on the basis that the Client follows local best practice guidelines and that standard and accepted procedures are followed.

2.6 LPL Ltd. provides services, instruments, reports, and materials on the basis that they are used for the positive development of end-users, who will be ethically treated in all cases.

2.7 It is a condition of use that all Clients of LPL Ltd. products follow legal requirements. LPL Ltd. accepts no liability in the event that these requirements are not met in full.

2.8 The Client accepts that they may need to receive training in the use of LPL Ltd. instruments and materials. It is the responsibility of the Client to ensure that all administrators of LPL Ltd. instruments and materials are appropriately qualified and trained.

2.9 The maximum liability of LPL Ltd. in any situation shall not exceed the cost of the purchase concerned.

3. USAGE

3.1 The Client will provide all necessary cooperation and access to information as may be required by LPL Ltd. in order to deliver its services, instruments, reports, or materials, in a competent and professional manner.

3.2 Without prior written permission by LPL Ltd., the Client will not reproduce, copy, distribute, vary, adapt, modify, reverse engineer, or decompile any services, instruments, reports, materials, or websites provided by LPL Ltd. by any means or in any way whatsoever.

3.3 Without prior written permission by LPL Ltd., the Client will not enter or convert any services, instruments, reports, materials, and websites provided by LPL Ltd. into any kind of information storage or retrieval system, including, but not limited, to any form of electronic or computer system.

3.4 Unless agreed in writing, the Client will not resell, lend, or sublicense any LPL Ltd. instruments to third parties.

3.5 As with all electronic systems, occasional maintenance or improvement may be required in LPL Ltd. systems. There is a small likelihood that this might cause disruption to services, which could occur without notice. LPL Ltd. can accept no liability for the results of such disruptions.

4. ORDERS AND PAYMENTS

4.1 LPL Ltd. reserves the right to decline any order without providing a reason.

4.2 Payment in advance is required unless otherwise agreed in writing. Orders below £1000 must be pre-paid in all circumstances.

4.3 Orders below £1000 may not be cancelled after invoicing. Invoiced orders over £1000 can be cancelled within 5 working days, but will incur a 15% cancellation fee.

4.4 For overdue accounts, services may be suspended immediately and without notice.

4.5 LPL Ltd. will not issue refunds under any circumstances.

4.6 Where consultancy services are required, LPL Ltd. may have to enter into a supplementary letter of engagement with the Client.

4.7 For sales within the UK, LPL Ltd. is required to add VAT at the standard UK rate.

4.8 LPL Ltd. reserves the right to charge interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) or other applicable foreign legislation.

5. INTELLECTUAL PROPERTY AND CONTENT

5.1. Copyright and all other intellectual property rights for LPL Ltd. services, instruments, reports, materials, and websites are owned by LPL Ltd. All rights not granted in these Terms and Conditions or by means of written communication are hereby fully reserved.

5.2. No part of our services, instruments, reports, materials, and websites may be reproduced or stored in any public or private system or service without prior written permission by LPL Ltd.

5.3 The contents of LPL Ltd.'s scoring, processing, and psychometric methodologies as well as the contents of its services, instruments, reports, and materials in their entirety are secret and confidential and the Client must not disclose them to any third party.

6. FORCE MAJEUR

LPL Ltd. shall have no liability to the Client if it is unable to provide all or part of its services, instruments, reports, materials, or websites in accordance with these Terms and Conditions as a result of circumstances beyond its reasonable control, including without limitation, war, strike, lockdown, industrial disputes, riot, civil commotion, acts of Government, fire, blockade, accident, natural catastrophe, and disaster.

7. GOVERNING LAW

All claims arising out or relating to these Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

8. CHANGE OF TERMS AND CONDITIONS

Terms and conditions may be subject to change at any time with no notice, and it is the responsibility of the Client to ensure that they comply with current Terms and Conditions.

9. CONTACT INFORMATION

If you wish to contact LPL Ltd., please email us at support@teique.com. We will endeavor to respond within 12hrs (and, typically, faster). Alternatively, you can write to us at:

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27 Old Gloucester St
London WC1N 3AX
UK

Company Reg. Number 7447169
VAT Reg. Number 276 1276 89

NOTE

Our terms and conditions are intended to form the basis of a good working relationship with you, our Client. Nothing in them is intended to affect the Client's statutory rights as a consumer. If you have any queries in regard to our Terms and Conditions, please contact us at support@teique.com and we