

### 1 Limitation of Liability

In the event of the client sustaining any loss due on the whole or in part to MISL's equipment failure, program or operator error then MISL's liability shall be limited to the cost of reprocessing the client's data and providing acceptable results. Save as aforesaid MISL shall not be liable for any delay, loss or damage however arising of this agreement nor for any consequential losses the client may suffer.

### 2 Accuracy of Results

- It is the client's responsibility that all parts of any project must be signed off as correct before commencement.
- When the specifications do not include verifying or checking and balancing to audited control figures the client agrees to accept the unverified results as complete and satisfactory.
- 30 Days following job completion and invoice, documentation held by MISL and transferred to Roll Film or CD shall be destroyed upon authorisation from the customer. If held for a period of more than 30 days, then storage charges shall arise at rates stated in 6 below.

### 3 Error or Omission in Specification

The client is responsible for confirming that MISL's job specification is a correct understanding. The client is responsible for signing the job specification to authorise the job. Failure to do so will delay the work. All delays and costs resulting from a failure or delay for this proper authorisation to be provided will be the responsibility of the client.

All modifications to the job where specification has already been agreed will need to be authorised in writing by the client. Failure to do so will be the responsibility of the client. Any and all costs resulting from such a delay will be the responsibility of the client.

Where programming, or program modification, is undertaken by MISL for a client based on the client's specification, no responsibility will be taken for any errors or omissions in that specification. Any additional work resulting from such errors or omissions will be chargeable, over and above the quoted figure, at MISL's current rates.

### 4 Transport of Data

At the request of the client, MISL may collect and deliver the client's media and/or documents from the client's premises for which service MISL may charge. During such collection or delivery to or from the client, all the client's materials shall be at the client's risk. MISL shall not be liable for any delay, loss or damage arising there from nor from any consequential losses incurred by the client.

### 5 Invoicing and settlement

Payment is to be made within thirty (30) days from the date of the invoice. MISL reserve the right to charge interest at the rate of eight percent above the Bank of England base rate per month on any invoice outstanding beyond thirty (30) days where that invoice is not the subject of a valid query, such query to have been notified within 7 days of invoice date. Whilst any invoice remains outstanding the data/deliverable product remains the property of MISL.

Where the minimum quantities received are less than 80% of the total value of the quotation, a surcharge will be applied to your invoice in line with MISL's standard per 1,000 images price to cover the shortfall due to the cost incurred for project set up and production planning.

### **6 Physical Storage**

Boxes will be stored for free for 30 days following project completion. During the initial 30 days free storage period from the date of data delivery, the client will be sent a destruction authorisation form for signing to give permission for the destruction of physical files. Failure to return the signed form within the 30 day period will result in your boxes being held in a temporary storage contract for six months charged at £1.20 per box per month. Customer recall of any stored media will result in incurred charges to cover the remainder of the month during which the information is recalled, plus a fixed sum of £250 to cover labour costs incurred in removing and delivering the data/documents in question.

### **7 Digital Data Storage**

Digital Data Storage is charged at £0.001 per image per month and will be stored for 3 months on our internal storage servers. During the first 3 months of the data storage period, the client will be sent a destruction authorisation form for signing to give permission for the data to be permanently deleted. Failure to return the signed form within the initial 3 month period, will result in your data being held in a temporary storage contract for six months charged at £0.001 per image per month. If customers wish to have their data deleted immediately after data delivery then this will need communicating to the account manager during project initiation.

### **8 Termination**

Either party may terminate this agreement at any time for failure of the other to comply with any of its terms. If this agreement, or any supplement to the agreement, is terminated by MISL as a result of MISL ceasing to trade, MISL shall make available to the client, free of charge, all programs, documentation and files necessary for that client to obtain continued service from another supplier.

### **9 Data Protection**

Where MISL processes personal data on behalf of the client, who in turn is the Controller of such data, MISL is acting in the capacity of a Processor (“Controller” and “Processor” shall have the meaning given to those terms in Article 4 of regulation (EU) 2016/679 (the General Data Protection Regulation)).

### **10 General**

This agreement shall be governed by the laws of England and constitute, with its supplements, the entire agreement between client and MISL with the respect to the services enumerated herein and its terms and conditions of any order submitted by the client in respect of such service.

The above information can also be found on the MISL website.