

IMPA MARINE STORES GUIDE DATA SERVICE

AN INTRODUCTION FOR SHIP OWNERS AND OPERATORS



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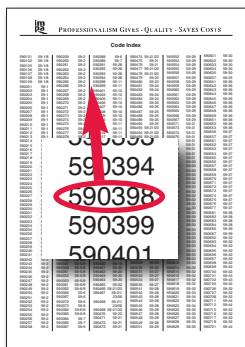
**im
pa** International
Marine
Purchasing
Association

THE IMPA MARINE STORES GUIDE

THE LEADING PRODUCT REFERENCE SOURCE FOR THE MARITIME INDUSTRY

The Marine Stores Guide first appeared in 1978 as a printed book and is widely considered to be the world's leading reference source for maritime purchasing and supply.

More than 80,000 copies of the guide are in circulation and are used on-board ships as well as in offices throughout the world. Many of the world's leading purchasers at ship managers and owners use the book every day as the essential source of marine products.



The Guide helps purchasers and suppliers match and supply goods easily by using a unique six digit code to identify products exactly to an individual description. The codes have remained consistent and unchanged in almost 40 years.

The 6th and current edition of the guide was comprehensively

expanded to list almost 43,000 codes from tableware and galley utensils to welding equipment and marine coatings.

The guide is split into sections for easy reference and these include:

Cloth & Linen Products, Tableware & Galley Utensils, Clothing, Rope & Hawsers, Rigging Equipment & General Deck Items, Marine Paint, Painting Equipment, Safety Protective Gear, Safety Equipment, Hose & Couplings, Nautical Equipment, Medicine, Petroleum Products, Stationary, Hardware, Brushes & Mats, Lavatory Equipment, Cleaning Material & Chemicals, Pneumatic & Electrical Tools, Hand Tools, Cutting Tools, Measuring Tools, Metal Sheets, Bars, etc, Screws & Nuts,

Pipes & Tubes, Pipe & Tube Fittings, Valves & Cocks, Bearings, Electrical Equipment, Packing & Jointing, Welding Equipment, Machinery Equipment, Welfare Items, Provisions & Slop Chest.

The Marine Stores Guide data has recently become more significant in value to ship owners and operators as well as ship suppliers. With the increasing adoption of electronic ship supply management (ecommerce), the Marine Stores Guide has become especially useful for the specification of stores items in electronic trading. If the purchaser includes the IMPA Number (already held in his purchasing system) for the required items in his electronic RFQ or Purchase Order, the supplier can read this IMPA Number directly into his sales order system, matching it to the appropriate stock item.

The use of the IMPA Marine Stores Guide in ecommerce has an advantage over the printed guide, which is that it is only updated once every 4-5 years. In the intervening period, certain items may become obsolete and others may need to be added to the guide. IMPA has recognised this now provides updates to the catalogue on a six-monthly cycle. These updates are only available in electronic form.

To use the IMPA Marine Stores Guide in electronic form (to import the code data into your purchasing or sales order system), you will need to purchase an **IMPA Marine Stores Guide Data Licence**.

Languages: Includes Russian, English, Spanish, Chinese and Japanese



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HOW DOES THE DATA LICENCE WORK?

UPDATED CODES EVERY SIX MONTHS

To use the IMPA Marine Stores Data in your purchasing system you need to have a data licence agreement in place, which is issued by the IMPA office in the UK.

This straightforward agreement sets out the terms of data licence and the fees. A copy of the licence agreement is contained at the back of this document, which can be used to apply for the licence.

Once you have completed the licence agreement you will have access to the IMPA data to import into your systems.

The data is available in a number of different formats, either as a Microsoft Excel file or as a CSV data file. You will be access the data via a link from the IMPA websites www.marinestoresguide.com or via www.impa.net/evolve. Once you have the data you can import it into your systems.

Each year at the anniversary of your licence agreement IMPA will send an update and renewal form which will update your agreement for the following year, you need only complete this information stating how many of your fleet are using the data and a renewal invoice is sent according to the size of the fleet. No further action is required from your side.

'The Marine Stores Guide data is an essential part of our ordering process and integrated into our fleet operations'

Campbell Barrie – Anglo Eastern Group

How do I get the updates?

The updates are made available in the same way as the initial data and are available via the links on the IMPA websites above. You will receive an automated email to advise you that the updates are available for downloading.

What about my supply software?

Some companies will have their IT and software provider organise the data installation for them. In certain cases IMPA offers the data to resellers who will automatically install the IMPA MSG data directly into their system. In other cases the companies IT department will install the MSG data in which case they will be given access to both the initial data and subsequent updates. Please talk to your IT provider in the first instance regarding installation.

How much does the data cost?

The cost for buyers to subscribe the MSG Data Service is based on an initial one-time setup fee as well as an annual subscription fee. This is separated into two bands – Band A and Band B:

Price band A - 5 ships or less

One time account & administration set-up fee	900 Euros
10% discount for IMPA members (90 Euros)	810 Euros
Annual usage fee (No minimum number of ships)	
	50 Euros per ship/IT System

Price band B - 6 ships or more

One time account & administration set-up fee	1,250 Euros
10% discount for IMPA members (125 Euros)	1,125 Euros
Annual usage fee	50 Euros per ship/IT System

The data service updates are provided within the annual subscription, which is subject to an annual renewal.



FURTHER QUESTIONS?

CONTACT US TODAY

Q: DOES THE DATA INCLUDE ILLUSTRATIONS?

A: Yes, if you wish to import images they are available as a separate file with reference numbers for each image for easy installation into your system.

Q: WHY DON'T I JUST BUY CD-ROM?

A: The CD-Rom version is suitable for a single machine only and is programmed to work on as a stand-alone version.

Q: WHY DO I NEED A LICENCE FOR THE DATA SERVICE?

A: The data service includes vital updates which are available every six months and which include new and important codes, as a data licence customer you automatically get these updates in the package. For more than one machine it is more cost effective to have a data licence agreement, which is based on the fleet size rather than individual books or CD-ROMs.

Q: WHAT IF I BUY A CD-ROM AND COPY IT?

A: First of all you wont receive the data updates and secondly you will be in breach of the copyright of the IMPA MSG data.

Q: WHAT FORMAT IS THE DATA IN?

A: The data is supplied as a Excel file

Q: HOW MUCH DOES THE DATA COST?

A: The cost will vary depending on the size of your fleet, please see information on the previous page of this brochure.

Q: HOW LONG DOES IT TAKE TO GET THE DATA?

A: Once you have completed the data licence agreement then the data will be made available to you straight away. The complete process can be finished in just a few hours..

For further information or any queries please contact Stephen Alexander, COO, IMPA at salexander@impa.net or on +44 (0) 1206 798900.

WWW.MARINESTORESGUIDE.COM

A DEDICATED WEBSITE PROVIDING ALL THE LATEST INFORMATION

IMPA has a dedicated website providing all the latest information about the leading international reference guide for maritime purchasing and supply.



Many features including:

- Search codes from the complete database
- Suggestions form – get your products added into future editions Book and Data
- Book & Data order forms – order your latest copy of the Guide
- Register your best position for advertising in future books
- Plus all the latest information and developments with the unique six-digit code!

'The MSG Data Licence has improved our department's operations considerably, as with the catalogue incorporated in our purchasing system ship staff only need to select the items and add the quantities to make up their requisitions. Requisitions can therefore be made up quickly and the prospect of varying descriptions or errors in description are eliminated'

Thome Ship Management



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IMPA DATA LICENCE

FOR SHIP OWNERS / MANAGEMENT COMPANIES



A. The Licensee Contract number:

Company Name:	VAT:
Address:	
Phone:	
Contact:	
E-mail:	
Fax:	
Purchasing system	

B. Licence Period

This Licence commences on the date of delivery of data:	
Licence Period (See clause 4.1 of the IMPA Data Licence)	3-year minimum term (12 months renewals)

C. Fees

Number of vessels on commencement:	
Set up fee payable on signing of this Licence:	
Annual Subscription Fee:	

- (1) Subscription Fee for the full 12 months initial term is payable in advance on the signing of the Licence. Thereafter subscription is payable annually on the anniversary date of this Licence. You undertake to declare correctly each year the number of ships.
- (2) Payment terms are 30 days net and all fees are payable to IMPA. All fees are exclusive of VAT or other local taxes, if applicable.
- (3) Delivery of data will take place on receipt of payment .Subscription commences from date of delivery of data.

D. Additional Terms & Conditions

- (1) This Licence is subject to the IMPA Data Licence attached to this Licence or available on application from IMPA.

E. Signature

IMPA and You agree to be bound by this Licence:

	The Licensee ("You"/"Your")	IMPA
Name		
Position		
Signature		

1. Definitions

1.1. In these Terms the following meanings apply:

“Licence”: - this contract and any other terms agreed with You in writing by IMPA or an IMPA Agent, to the exclusion of all other terms and conditions, for the use of the IMPA Data;

“IMPA Data”: the electronic raw data version of IMPA Marine Stores Guide which includes IMPA code numbers, descriptions, pictures and drawings – any reference to the IMPA Data shall also include where appropriate any subset of the IMPA Data;

“IMPA”: International Marine Purchasing Association of the East Bridge House, East Street, Colchester, Essex, CO1 2TX United Kingdom;

“IMPA Agent” Any agent duly authorised by IMPA;

“Fees”: - Where applicable, the fees for the IMPA Data payable to IMPA or an IMPA agent and as set out in this Licence;

“Rights”: - copyright; database rights and other intellectual property and related rights of IMPA and its licensors;

“You” (and “Your”): - the customer to whom the IMPA Data is provided pursuant to this Licence, and any person who IMPA reasonably believes is acting with the customer’s authority or knowledge including any user authorised by the customer.

2. Provision of the IMPA Data

2.1. IMPA supplies You with the IMPA Data in accordance with this Licence. If the IMPA Data is supplied to you by an IMPA Agent, such Agent’s liability to You shall be governed by its own contract with You.

2.2. You are responsible for the provision of and payment for suitable equipment, and telecommunications services necessary to enable You to use the IMPA Data. IMPA accepts no responsibility for any delay or inability to use the IMPA Data due to any fault in (1) such equipment, software or services or (2) in, or Your means of access to, the Internet. If the software to access the IMPA Data is provided by an IMPA agent or other third party, such software is provided in accordance with the IMPA Agent’s or third party’s contract with You.

2.3. Subject to the payment of any applicable fees and the terms of this Licence, You may be entitled to receive updates to the IMPA Data from time to time, but if no such updates have been agreed with You, You shall not be entitled to them. In any event the provision of such updates shall be subject to this Licence.

2.4. IMPA cannot guarantee that the IMPA Data is completely accurate but IMPA shall endeavour to correct reported errors as part of any updates. If You find an error, You should report it to the IMPA or the IMPA Agent. IMPA reserves the right to correct errors without incurring any liability.

3. Use of the IMPA Data

3.1. IMPA grants You a non-exclusive, non-transferable licence to use the IMPA Data in Your normal business solely in Your own internal systems or as part of an external data interchange process on the terms of this clause subject, where applicable, to payment of the Fees.

3.2. IMPA or an IMPA Agent shall agree with You the number of licences You must acquire to enable You to install, use, access, display, run, or otherwise interact with the IMPA Data and, where Your circumstances change,

3.3. You must not, nor attempt to, re-sell, distribute externally, copy, store, extract, transmit, publish, communicate to the public, or use the IMPA Data (in whole or in part) other than as set out in clause 3.1. All other Rights are reserved by IMPA and its licensors.

3.4. The IMPA Data must be held securely within Your possession and control, free from any third party access and with all credits, legends, notices or markings maintained.

3.5. You must use reasonable efforts to ensure that your staff and any other authorised users of the IMPA Data understand the effect of Clauses 3.1 to 3.4 and in particular the limitations on the use of the IMPA Data set out in Clauses 3.1 and 3.3.

3.6. You must contact IMPA immediately if anyone makes or threatens to make a claim against You relating to Your use of the IMPA Data and You shall comply with any reasonable request from IMPA in relation to such claim.

3.7. If you also have the ISSA Ships’ Stores Catalogue, You shall not create a cross-referencing system between it and the IMPA Data.

4. Term & Termination

4.1. Subject to the payment of the Fees and Your acceptance of the terms of this Licence, this Licence is for a period of 12 months, thereafter renewing automatically each year for a further year. This Licence may not be terminated by You without payment of the fees for the first three years in full.

4.2. This Licence shall commence when you receive the IMPA Data.

4.3. If You cease or fail to pay any applicable Fees, this Licence shall terminate automatically.

4.4. In addition to any other rights IMPA may have, IMPA can terminate this Licence, immediately without notice if You: (i) breach any provision of this Licence and (if the breach is capable of remedy) fail to remedy that breach within 7 days upon notice from IMPA or (ii) are made bankrupt, become insolvent, enter into winding up, administration, liquidation or any arrangement or composition with Your creditors or if a receiver or administrator or similar officer is appointed against any of Your assets or business, or if any analogous events occur under the law of any jurisdiction.

4.5. If IMPA delays in action upon a breach of this Licence by You, that delay shall not be regarded as a waiver of the breach. If IMPA does waive a breach of this Licence by You, that waiver is limited to that particular breach.

4.6. On termination of this Licence for whatever reason: (i) You and any user authorised by You shall have no further right to access or use the IMPA Data, and (ii) You must permanently delete or otherwise destroy any copies of the IMPA Data in Your possession or control. Termination shall not affect either party's accrued rights or liabilities under this Licence.

4.7. If an IMPA Agent ceases to be authorised to provide the IMPA Data, IMPA may take over the rights and obligations of the IMPA Agent or it may authorise another IMPA Agent to take over such rights and obligations or it may terminate this Licence on three months notice.

5. Liability

5.1. Whilst IMPA and its licensors use reasonable skill and care in the creation and supply of the IMPA Data, neither IMPA nor any of its licensors gives any warranty or representation as to its suitability, quality, accuracy or fitness for any purpose.

5.2. Subject to Clause 5.4, IMPA and its licensors exclude all liability:

(a) whether in contract, tort (including liability for negligence) or otherwise for the suitability, accuracy or fitness for any purpose of the IMPA Data; and

(b) for loss of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect, special or consequential loss whatever.

5.3 (a) Subject to Clause 5.4, IMPA and its licensors limit any other liability under the Licence to the lowest of (i) the sum claimed by You, (ii) EUR 200 or (iii) any sum calculated under clause 5.3(b);

(b) Where one incident or one error gives rise to claims by more than one User, IMPA's aggregate liability to all users of the IMPA Data arising out of such incident or error shall be limited to EUR 5,000, which shall be shared between them pro rata. In calculating such prorating, the amount considered in respect of Your claim shall be the lesser of the sum claimed by You or EUR 200.

5.4. IMPA and its licensors do not limit or exclude their liability for death or personal injury caused by their negligence or fraudulent misrepresentation, or any other liability the limitation or exclusion of which is prohibited by law.

5.5. This licence constitutes the entire agreement of the parties and except as expressly permitted in this licence, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

5.6. You agree to indemnify IMPA and its licensors against any costs, claims, damages or expenses arising from any use by You of the IMPA Data under this Licence which are brought or threatened against IMPA or its licensors by any other person.

5.7. IMPA and its licensors shall not be liable if IMPA or its licensors cannot perform their obligations under this Licence because of circumstances beyond their reasonable control such as but not limited to technical failure, severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind.

6. General

6.1. You are not allowed to transfer or attempt to transfer this Licence in whole or in part to any other person.

6.2. Notices given under this Licence may be given by IMPA or the IMPA Agent acting on IMPA's instruction, to You by fax or letter or e-mail to any address that You may give IMPA or the IMPA agent or any other of Your addresses publicly available.

6.3. This Licence is governed by, and construed in accordance with, English Law and You and IMPA submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this Licence.

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