# AMPELIUS TRADING LIMITED **RULE BOOK**- including the Statement of Charges & Glossary of Terms.

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# 1. Introduction

This document forms part of the Terms of Business and sets out the rules for the provision and operation of the services (the 'Services'). A statement of charges and a summary of key terms can be found in the appendices.

Ampelius shall endeavour to provide at least two weeks' prior notice of changes to this document, through electronic or other direct communication. We may amend these rules at any time. All amendments will be prospectively binding on each signatory to the Terms of Business.

# 2. Registration

# Original Registration

Additional information is required in order to access the Services when registering for the first time. The person who completes the original registration will thereafter be recorded as the 'Company Admin' for their company or organisation and will be the signatory to the Terms of Business.

#### Company Admin Registration

The following information that must be provided by the **Company Admin** when first registering the company.

Entry	Example
Full name	John Smith
User Name	John Smith
Password	J\$sm£ith23
Telephone number	+1 500 55555
Contact email	jsmith@johnsmithltd.com
Company name	John Smith Limited
Business address	8 Main Street, CityA, CountryB, HA08002
Billing address	10 Main Street, CityA, CountryB, HA08002

The information listed in the table below is optional during the original registration. It will, however, be required to be completed at a later time in order to support the auto population of the transaction contracts.

Entry	Example
Registration/Incorporation address	Company Street, Company City, Company Country, Company Zip/Post code.

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During the original registration the **Company Admin** will have the option to list companies that you do not wish you company's users to trade with or that your company is prohibited to trade with under the terms of these rules. These companies are referred to as being '**Prohibited**'.

# **Adding Subscribers**

After completing registration as the **Company Admin** you can add more users to your company account (the '**Subscribers**'). Registration of additional users has to be completed by the **Company Admin** for each company. The number of additional users a company can register is unlimited.

Adding Subscribers is easy. When you log in you are directed to an area known as the 'Dashboard'. In this area called 'Subscribers' click on the 'Add Subscriber' button. For each additional Subscriber you must provide the following information:

Entry	Example
Full name	Jane Smith
User Name	Jane Smith
Password	J£sm@ith11
Telephone number	+1 500 55556
Contact email	jsmith@johnsmithltd.com

You can also send a personal message to the new user in your company and attach any documentation that may be useful to that new user, for example your company policy on use of the services or information regarding their delegated authority.

# 3. Fees, Invoicing and Payment

# Annual Subscription Fee

Following the activation of your company account, a fee is payable to the Company. This is referred to as the 'Annual Subscription Fee'. The fee is invoiced following initial account activation and annually thereafter on the anniversary of the activation date unless access has been terminated in accordance with the Terms of Business. If termination occurs part way through a subscription year an adjusted portion of the fee will be reimbursed.

#### **Transaction Commission**

For each completed transaction a fee is payable to the Company. This is referred to as the 'Transaction Commission'.

These fees are calculated in accordance with The Statement of Charges set out in Appendix A.

#### Invoices

Invoices will set out the cumulative net amounts payable to the Company for each company that has subscribed (the 'Subscriber Company').

Each invoice will include the following supporting information;

- (a) The period covered by the invoice (the 'Invoice Period').
- (b) The transaction(s) for which commission is payable.
- (c) The value from which commission is calculated for each transaction (the 'Transaction Value'). These are expressed in the agreed currency; and
- (d) Any subscription fees due.
- (e) The Company's bank account details.
- (f) The date when payment is due.
- (g) The applicable sales, transfer or other taxes payable.

Invoices shall be sent electronically or by written notice (at the Company's option). Any invoice sent electronically shall be deemed to have been sent on the date of transmission.

Where the Company is notified or otherwise discovers, no later than four (4) Business Days prior to the time of payment specified, that any invoice contains an arithmetic or other error or omission affecting the net amount payable, the Subscriber may agree that the Company shall, no later than four Business Days prior to such time of payment, submit a replacement invoice which shall, for the purposes of this paragraph, be deemed to be the invoice issued.

#### Status of Settlement Account

Ampelius will establish a bank account to administer settlement (the 'Settlement Account') with a bank chosen by the Company in its sole discretion.

# **Payments**

The Subscriber Company shall make all payments due to Ampelius pursuant to these rules by electronic bank transfer in accordance with the terms set out in the invoice.

# Invoice and Payment Currency

All payments shall be made in the currency agreed between the Subscriber Company and Ampelius (the 'Applicable Currency').

# Allocating Commission for Invoices

All Subscribers, when adding an order, have the opportunity to state their preferred basis for allocating responsibility for paying the Company commission fees. The objective is to make it clear which orders include a provision to cover commission in their price (the 'Order Value').

Where a transaction has been completed through a matched pair of orders, the default used to calculate the Transaction Commission invoiced by the Company is to use the order preferences set by the seller (the 'Sell Order').

When a matching pair is not the starting point for a transaction, for example a seller has initiated a transaction by clicking directly on an order placed by a buyer (a 'Buy Order'), the

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Company will use the order preferences stated in the original order (in this example, the Buy Order).

# 4. Orders, Matches and Transactions

These provisions set out the basis on which certain terms relating to orders, matches and transactions are to be construed for the purposes of these rules.

#### Brokerage

The Company shall use information recorded in the system (the 'System Data') together with the information communicated to them by other means to undertake the following:

- (a) Identify new or current users who may be interested in particular orders and making the new or current users aware of the orders to facilitate a transaction.
- (b) Identify those orders that have potential and where necessary, support negotiations between those involved to facilitate a transaction.

#### **Order Content**

When making an order you must:

- (a) indicate whether the product is a part or service;
- (b) indicate whether it is a Buy Order or a Sell Order;

Each type of order has particular fields to populate to assist in identification and valuation by other Subscribers. The more information that can be provided the better, however we have intentionally limited the number of mandatory fields so that it is initially simple and quick to upload an order.

As we cannot anticipate which particular piece of information will be needed for others to complete their identification and valuation process therefore we have designed a verification process (the 'Matching' process) to expedite this step.

# **Order Contents**

The tables below sets out the mandatory and optional information required for each type of order. For service orders you can choose between a fixed fee or time & materials basis or show both approaches.

Order Type : Buy Order for a part			
Mandatory Fields	Optional Fields		
Title.	Delivery Date.		
Description.	Start and End of a Delivery Window.		
Quantity.	Original Equipment Manufacturer or Brand		
Quantity Unit.	Name.		
Value.	Plant or Technology Type.		
Currency.	Equipment Type.		
Commission Allocation Basis.	Component Type.		
Delivery Address.	Designation.		
Expiry Date.			

Order Type : Sell Order for a part				
Mandatory Fields	Optional Fields	Optional Fields for Used Part		
Title.	Delivery Date.	Year of Installation.		
Description.	Start and End of a Delivery	Number of Hours in Service.		
Quantity.	Window.	Number of Times		
Quantity Unit.	Original Equipment	Repaired/Refurbished/Recondit		
Value.	Manufacturer or Brand	ioned.		
Currency.	Name.	Expected Future		
<b>Commission Allocation</b>	Plant or Technology Type.	Repair/Refurbish/Recondition		
Basis.	Equipment Type.	Interval.		
Expiry Date.	Component Type.	Last Inspection Date.		
	Designation.			
	Part Identification or Serial			
	Number.			
	Batch Number.			

ed Fee Optional Fields	Time & Materials Mandatory Fields	Time & Materials
		Optional Fields
very Date. t and End of a very Window. pment/Plant lified.	Title. Description. Service Type. Quantity. Quantity Unit. Composite Hourly Rate. Currency. Commission Allocation Basis. Delivery Address. Expiry Date.	Overtime Hourly Rate. Tools/Expendables/Co nsumables Rate Per Man Per Hour. Special Tools Day Hire Rate. Daily Expenses Rate. Accommodation Rate Per Day. Travel Rate Per Mile/Kilometre. Maximum Daily Working Hours. Minimum Chargeable Hours.
	very Window. pment/Plant	yery Window.  pment/Plant  Quantity.  Quantity Unit.  Composite Hourly  Rate.  Currency.  Commission  Allocation Basis.  Delivery Address.

Fixed Fee Optional Fields	Time & Materials Mandatory Fields	Time & Materials Optional Fields
Delivery Date. Start and End of a Delivery Window. Equipment/Plant Qualified.	Title. Description. Service Type. Quantity. Quantity Unit. Composite Hourly Rate. Currency. Commission Allocation Basis. Place of Business. Expiry Date.	Overtime Hourly Rate. Tools/Expendables/Co nsumables Rate Per Man Per Hour. Special Tools Day Hire Rate. Daily Expenses Rate. Accommodation Rate Per Day. Travel Rate Per Mile/Kilometre. Maximum Daily Working Hours. Minimum Chargeable Hours. Equipment/Plant
	Fields Delivery Date. tart and End of a Delivery Window. quipment/Plant	Fields  Mandatory Fields  Pelivery Date.  Itart and End of a Description.  Pelivery Window.  Iquipment/Plant Quantity. Quantity Unit. Composite Hourly Rate. Currency. Commission Allocation Basis. Place of Business.

For each order type Subscribers can select from our list of useful Tags and also add supporting documentation. If the order is to buy a part this could be engineering drawings, technical specifications. If the order is to sell a part this could be quality assurance reports, engineering drawings and service history information.

When buying services you may want to include a detailed work scope, supplier qualification criteria, health and safety standards and rules and quality assurance standards required. When selling services you could include your detailed qualifications and health and safety standards.

# Order Title Format

The Order Title will carry through into the Marketplace and is the most commonly referenced element of every Order. To assist Subscribers in identifying matching Orders we encourage Subscribers to use the following prescribed formats;

# Parts Order Title Format

("Original Equipment Manufacturer" "Plant or Technology Type" "Equipment Type" "Component Type" "Designation"

For example:

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"GE" "Gas Turbine" "7F.05" "LPT Bucket" "Row 1" or,

"Alstom" "Gas Turbine" "GT26 A/B" "LPT Stator Heat Shield" "Row A"

#### Services Order Title Format

There is currently no prescriptive convention for formatting Orders covering Services. As the brokerage develops we may introduce a formatting approach to assist Subscribers.

#### Order Values

The value of any order must be expressed in whole number multiples.

#### **Order Quantities**

The quantity of an order must be expressed in whole number multiples.

#### Anonymity

We will not display or disclose the identity of a Subscriber or Subscriber Company in connection with any order until the transaction process is initiated.

#### Hidden Orders

Orders from Subscribers that is Prohibited will be visible to view but there will be no ability to initiate a transaction.

#### Live Orders

An order is made 'Live' when an order is:

- (a) added directly into System Data by the Subscriber or by Ampelius on their behalf,
- (b) reviewed for completeness and approved by Ampelius, and
- (c) Set to the status of 'Live' by the Subscriber.

The 'Live' status means that the order is visible to all Subscribers in the Marketplace, can be selected as a match and can be used as the basis for initiating a transaction.

The Ampelius review and approval step is designed to assist in consistency and completeness and may require email or telephone contact with the Subscriber.

Subscribers may wish to provide Ampelius with instructions to create and edit an orders on their behalf within certain parameters. Ampelius will exercise discretion in relation to the management and interaction of orders within such parameters.

#### **Expired Orders**

A Subscriber may change the 'Live' status of an order at any time or when the specified date for expiry is reached (the 'Order Expiry Time').

# **Deletion of Orders**

A Subscriber may delete an order at any time.

#### Saved Orders

A Subscriber may edit and save an order at any time. Any edited order will be automatically withdrawn from the Marketplace and will be subject to review and re-approval by Ampelius before the Subscriber can again post as 'Live'.

#### Derivative Terms

In relation to any order, any reference to the terms "Saved", "Pending", "Under Negotiation", "Under Offer", "Live", "Completed", "Approved" and "Expired" (and derivatives thereof) shall be construed in accordance with these rules.

# Notification of Potential Matches

The Subscriber will receive notification of potential corresponding matches to their 'Live' orders. These notifications will be displayed in the Dashboard and provide an opportunity to verify the details of the corresponding order and/or the opportunity to proceed with the transaction.

# Match Verification

All 'Live' orders displayed may be subject to a verification process by interested Subscribers. This process allows potential buyers and sellers to verify through an on-line question and answer process the details of the order.

#### Matched Sell Orders

A Sell Order is considered "matched" when the Sell Order is Live and a corresponding matching Buy Order has been identified as having the potential to meet a range of criteria (the 'Matching Criteria').

# Matched Buys Orders

A Buy Order is considered "matched" where such Buy Order is Live and a corresponding matching Sell Order has been identified as having the potential to meet a range of criteria (the 'Matching Criteria').

# Matching Criteria

The table below provides a guide to the matching criteria that should be considered before a Buy Order and Sell Order are selected as "matched".

Criteria	Buy Order	Sell Order
Order Title	Equal to corresponding Sell Order	Equal to corresponding Buy Order
Delivery Address	Within stated limitation of Delivery Address of the corresponding Sell Order.	Within stated limitation of Delivery Address of the corresponding Buy Order.
Quantity	Less than or equal to the corresponding Sell Order	Greater than or equal to the corresponding Buy Order
Delivery Window or Date	Within Delivery Window of the corresponding Sell Order	Within Delivery Window of the corresponding Buy Order

Having a matched order does not obligate either party to trade. Once an order is matched there still may be a difference in order value and or delivery details between the buyer and seller. A transaction is only initiated when one of either the buyer or seller starts the transaction from the order details page.

#### **Unmatched Orders**

Subscribers can also trade on the Marketplace by simply clicking on the value of a Buy or Sell order of interest and by using the 'Start Transaction' or 'Ask Seller/Buyer a Question' buttons.

# Starting the Transaction Process

At any time the transaction process can be started by selecting 'Start Transaction' in the order details page. When initiated both parties will be notified via email and will be able to view an auto-populated contract in their Dashboard within the Transactions area.

# Verification of Contracts

When the transaction process is initiated each party can review the details of the contract (the 'Transaction Contract'). Either party can either propose alternative terms, add variations, add more detailed scope etc. or they can validate the terms of the contract through use of the question and answer feature.

# Completion of Contracts

Following the review of the contracts both parties are required to confirm acceptance of the contract using the system. When both parties have confirmed acceptance the status of the contract will change to 'Completed' and confirmations will be issued by email to the Subscriber or Subscribers allocated the commission.

# 5. Market Conduct

#### **Erroneous Transaction**

Any transaction formed between the Subscriber and another Subscriber as a result of a malfunction of the System Data shall be void. Where either party to the transaction becomes aware, or is of the opinion that a transaction has or has not been formed between the Subscriber and another Subscriber as a result of a malfunction of the System Data, it shall as soon as reasonably practicable notify Ampelius by email.

# *Integrity of the Market*

Subscribers and Ampelius shall at all times co-operate in accordance with these rules and shall ensure that they do not act in a manner which may cause Ampelius to breach any applicable regulations to which Ampelius is subject. Without limiting the foregoing the Subscriber shall:

- (a) observe high standards of integrity and fair dealing and high standards of market conduct; and
- (b) act with due skill, care and diligence.

# Conduct in Relation to Transactions

The obligations of the Subscriber shall be construed so that if Ampelius has reasonable grounds to believe that the Subscriber has, in relation to their actions:

- (a) committed fraud;
- (b) acted dishonestly;
- (c) engaged or attempted to engage in any activity constituting market abuse;
- (d) made or accepted any order with the intention of defaulting in its performance or being reckless or negligent as to whether a default might occur;

(e) select for acceptance an out of price order in relation to the same product and on the same terms (other than with respect to price) and such acceptance has not occurred inadvertently;

then Ampelius may apply any or all of the sanctions set out in the Term of Business.

Ampelius may (without imposing any obligation on a Subscriber) conduct any such investigations it deems necessary into any alleged or suspected activity by any Subscriber which may result in the imposition of a sanction.

# 6. Services Access

Ampelius may, in its sole and absolute discretion, issue to each Subscriber one or more User Name(s) and Password(s) (collectively, "User Access Details") for their use exclusively.

All Subscribers will be solely responsible for controlling and monitoring use of its User Access Details and will not provide the User Access Details to any third party.

Subscribers must immediately notify Ampelius of any unauthorised disclosure or use of their User Access Details or the need to deactivate any User Access Details. Each Subscriber acknowledges and agrees that it will be bound by actions taken through the use of their User Access Details whether or not such actions were authorised.

In the event of a security breach in relation to any User Access Details, the Subscriber may ask Ampelius to cancel the relevant User Access Details and issue new User Access Details. Ampelius will cancel the User Access Details in question as soon as reasonably practicable.

Ampelius shall not be liable for any unauthorised use of the Services through a Subscriber's User Access Details.

# 7. Market Operation

# Services Functionality

Ampelius shall ensure that the Services shall be a screen based real time electronic trading system which implements those provisions of these rules which expressly or by implication require an action to be taken by means of or carried out on or by the System Data. This is to be supported by back-up equipment and contingency arrangements for the purposes of reducing the risk of a market disruption.

#### Planned Maintenance Periods

Ampelius shall give the Subscriber as much notice as reasonably practicable but in any event not less than seven calendar days' prior written notice of any period during which the Services will be unavailable as a result of any maintenance or upgrading.

Ampelius shall use all reasonable endeavours to conduct maintenance and upgrading of the System Data at times when in its reasonable opinion the impact will be minimised.

# Assistance in the event of Connection Failures

Ampelius shall use its reasonable endeavours to make and withdraw orders on behalf of the Subscriber in accordance with instructions given by the Subscriber in a format acceptable to Ampelius. However under no circumstances will Ampelius be able to set orders to 'Live' on behalf of the Subscriber.

# 8. Code of Conduct

#### Compliance with Laws

At all times during the term of the Subscriber Agreement, the Parties shall comply with all applicable Laws that relate to or have an impact upon the Parties' performance under the rules.

#### Required Authorisations

Each Party shall maintain in full force and effect and comply with all required authorisations at all times during the term of their subscription.

#### No Improper Action

The Subscriber shall not take any action that would undermine or improperly manipulate any Part, Service, any other Subscriber or Ampelius.

#### No Violation

No Party shall take any action that would cause the other Party, or any other Subscriber to violate any Law, industry rules, or the rules.

# Timely Response

The Subscriber and Ampelius shall at all times respond to any communication from the other Party or its representatives in a timely manner.

# Information

The Subscriber shall update its registration information and notify Ampelius of any required changes as soon as practicable after the relevant information changes.

# **Prohibition on Trading**

Ampelius and its employees and Directors are prohibited from the buying or selling, for their own account or otherwise, of a product for which Ampelius operates a market.

#### Prohibition on Interest in Subscribers

Ampelius and its employees and Directors are prohibited from serving as a representative of any entity that is a Subscriber.

# No Self-Dealing by the Subscriber

The Subscriber may not make or confirm a transaction with itself; and may not intentionally accept an order in whole or part placed by itself or any of its affiliates or representatives.

# Security Arrangements

Ampelius may take action as a consequence of the operation of security arrangements employed for the protection of the System Data including any virus detection software employed and, where practicable, notify the Subscriber of such action.

# Appendix A: Statement of Charges

#### Annual Company Subscription Fee

This fee is two hundred and fifty pounds sterling (£250) payable in accordance with the Applicable Currency upon receipt of a valid invoice.

#### Transaction Commission Percentage

The Transaction Commission Percentage is two percent (2%).

#### Examples

Party A (Buyer) and Party B (Seller) have matching corresponding Orders with a Transaction Value of £1,000. The Sell Order Allocation of Commission basis is 50/50.

Party A will pay Transaction Commission to the Company of one percent (1%) of the Transaction Value (£1,000) = £10. Party B will pay commission to the Company of one percent (1%) of the Transaction Value (£1,000) = £10.

For Parts transactions the Transaction Commission Percentage is applied to the Contract Price in the executed supply contract to derive the Transaction Commission payable.

For Service transactions the Transaction Commission Percentage is applied the Fixed Fee amount in the executed contract to derive the Transaction Commission payable.

Where the basis of the Service transaction is Time and Materials the Transaction Commission Percentage is applied to the estimated total cost of the service and/or work applying the rates, quantity and duration of delivery as set out in the matched Buy Order to derive the Transaction Commission payable.

Example Time and Materials Transaction Commission Charge:

The Buy Order sets out a Service Type for a delivery period in days (10) with a daily working max hours (8) and a Composite Hourly Rate (£100). The estimated Time and Materials Transaction Value is 10 days multiplied by 8 hours multiplied by £100 = £8,000. The commission payable is the Transaction Commission Percentage (2%) multiplied by the estimated Time and Materials Transaction Value (£8,000) = £160 allocated in accordance with the Allocation of Commission Basis.

# Appendix B: Glossary of Terms

GENERAL	
Company Admin	The designated administrator for each company, who initiates the subscription and manages additional company subscribers thereafter.
Applicable Currency	The currency associated with the Order Value by a Subscriber. In the initial operational period of the Services the choice is limited to Pounds Sterling, Euros and US Dollars.
Company	Ampelius Trading Limited.
Broker	Employee of the Company.
Party	The Company or the Subscriber and Parties shall mean both the Company and the Subscriber.
Product	Any part or service which a Subscriber is looking to transact.
Planned Maintenance Period	Any period notified to the Subscriber in accordance with the Rules.
Registration	The on-line process to be completed in order to access the Services and System Data as a Subscriber.
Rules	The content of this Rule Book together with the Appendices hereto and all procedures and other documents notified to Subscribers as part of these rules.
Services	As defined in the Terms of Business.
Subscriber	A person who has been approved for access to the Services.
Subscriber Company	A company who has been approved for access to the Services.
Subscriber Dashboard	The area of the System Data that contains the majority of functionality.
System Data	As defined in the Terms of Business.
User Access Details	Each Subscriber will be required to define a username and password at initial registration.

ORDERS, MATCHES AND TRANSACTIONS		
Batch Number	Some parts are manufactured in batched with that batch associated with a unique code or number. The Batch Number is a non-mandatory part of the Order Details.	
Buy Order	The electronic record indicating a willingness to Buy a Product.	
Buyer	A person who has entered into a Transaction in relation to which such person is the buyer of a Product.	

Component Type	This is the element of Order Details that specifies the particular component the part forms part of. Examples of Component Type are actuator, LPT blade, LPT vane, ball valve, bearing, clamp hose etc.
Composite Hourly Rate	For Service Orders this is the rate per hour for the particular Service Type. This rate is used to determine the Transaction Commission payable.
Delivery Address	The physical location to which a Product has to be delivered.
Delivery Date	A Buy Order may indicate a preferred date for delivery.
Delivery Window	The period during which a Product can be delivered.
Designation	This describes the position of the component in the equipment that forms part of the Plant or Technology. Designations are typically number or letters e.g. row '1', stage 'A'.
Equipment Type	This is the element of Order Details that specifies the particular equipment the part forms part of. Examples of Equipment Type are GT24 B, SGT5- 4000F etc.
Fixed Fee Basis	For Service Orders this is one of the contracting choices.
Live Orders	Buy and Sell Orders that have been selected as available for all Subscriber Companies to view, verify and transact in the Marketplace. Other than those Subscriber Companies put on 'Stop' by the Administrator Subscriber.
Marketplace	That part of the System Data accessible to all Subscribers containing all available Live Orders.
Matched Order	Designating that the Company or Subscriber has identified a Buy Order or Sell Order that fully or partially match their own Buy or Sell Order.
Matching Criteria	The criteria used by the Company to determine which Buy and Sell Orders to bring to a Subscribers attention.
Not Live	Describes all conditions when an Order is not visible to other Subscribers in the Marketplace.
Order	The electronic record indicating a willingness to Buy or Sell a Product.
Order Allocation of Commission	There are three choices in allocating commission, 100% to Buyer, 100% to Seller or split 50%/50% between the Buyer and Seller.
Order Description	This is the long hand description of the Product. There are no prescribed formats, however, information pertaining to a service work scope, parts condition, place of origin, dimensions and maximum lead time for delivery should be considered as beneficial for expediting a Transaction.
Order Details	The relevant information contained in an Order that describes the Product.
Order Expiry Date	The date when Live Orders are automatically withdrawn from the Marketplace, the default being 90 days.
Order Quantity	The quantity of a Product that the Subscriber is looking to buy or sell as a whole number.

Order Title	This is the short hand description of the Product. Preferred formats to encourage matching are set out in these Rules.
Order Units	This information is used in conjunction with Order Quantity to provide a full description of the amount of the Products. Examples of Order Units are Row, Set, Piece (PC), Stage, Batch etc.
Order Value	In relation to any Order or Transaction, the relevant price of the Product (excluding VAT and other applicable taxes) that the Subscriber is willing to transact at, be it a Buy Order or a Sell Order.
Original Equipment Manufacturer	This is the name of the company who made the part or who provides services tailored to the parts they made. It is also sometimes referred to as the Brand Name.
Originating Buy Order	In relation to any Transaction, the Buy Order, the acceptance of which gave rise to a Transaction.
Originating Sell Order	In relation to any Transaction, the Sell Order, the acceptance of which gave rise to a Transaction.
Part Identification/Serial Number	Some Parts have a particular number or combination of numbers and letters that are a unique identifier. This Part or Serial identification number is a non-mandatory part of the Order Details.
Plant or Technology Type:	This describes the Part in more detail. Examples of Plant or Technology Type are gas turbine, wind turbine, steam turbine, transmission, biomass, solar PV etc. This Plant or Technology Type is a non-mandatory part of the Order Details.
Sell Order	The electronic record indicating a willingness to Sell a Product.
Seller	A Subscriber who has entered into a Transaction in relation to which such person is the seller of the Product.
Service Type	For service Orders this is the role name required associated with the Time & Materials contracting basis.
Stop	The process and action of identifying those Subscriber Companies with which a particular Subscriber Company does not wish to transact with, for example, subsidiaries and affiliates of their own business.
Time & Materials Basis	For Service Orders this is one of the contracting choices.
Transaction	The process of concluding contracts arising through the matching of Orders.
Transaction Confirmation	The electronic notice issued to each Party to a transaction when contracts are concluded.
Transaction Contract	We have designed a template supply contract for both parts and services. This is auto populated with registration and order information. Subscribers have the ability to amend, track changes, Q&A changes and offer alternative contract terms in order to process the Transaction to a conclusion.
Transaction Number	The unique identification code ascribed to each Transaction.

Transaction Value	For Parts transactions this equates to the Contract Price in the executed
	contract. For Service transactions this equates to either the Fixed Fee in
	the executed contract or, where the basis of the Service transaction is
	Time and Materials, the estimated total cost of the service and/or work
	applying the rates, quantity and duration of delivery as set out in the
	associated Order or Orders.

FEES, INVOICING AND PAYMENTS		
Annual Subscription Fee	The annual fee payable by the Subscriber for access to the Services. This is set out in Appendix A – Statement of Charges.	
Display Currency	The currency in which Order and Transaction Values are expressed in relation to a Product in the Marketplace.	
Exchange Rate	The Pounds Sterling to Euros and US Dollars exchange rate reported by the Bank of England and applied to the System Data each Business Day in the United Kingdom.	
Invoice	The invoice issued by the Company.	
Invoice Period	Invoices will be rendered monthly in arrears.	
Transaction Commission	The amount payable to the Company upon completion of each Transaction process that results in a concluded contract.	
Transaction Commission Percentage	The percentage applied to the Transaction Value to derive the Transaction Commission payable. This is set out in Appendix A – Statement of Charges.	