

Terms & Conditions:

THESE TERMS AND CONDITIONS DO NOT AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER

1. DEFINITIONS & INTERPRETATION

1.1 In these conditions, the following words and phrases shall have the meanings ascribed to them below:

1.1.1 "Customer" means the person or party who purchases the Products from the Seller;

1.1.2 "Seller" means Geo-4d Ltd. (Company Number **08433858**, VAT Number **GB 169044203**) whose registered office is at Unit 5A, RAC Estate, Park Road, Faringdon, Oxfordshire, trading as Alphageouk;

1.1.3 "Contract" means any contract between the Seller and the Customer for the sale and purchase of the Products, subject to and incorporating these conditions;

1.1.4 "Products" means any Products agreed in the Contract to be supplied to the Customer by the Seller (including any part or parts of them).

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. ENTIRE AGREEMENT

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, communication, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by a director of the Seller.

3. ORDER PROCESS

3.1 All orders placed by the Customer are subject to final acceptance by the Seller.

3.2 Following receipt of any order, the Seller may send to the Customer an order acknowledgement detailing the Products which have been ordered. This communication is not an order confirmation or order acceptance from the Seller.

3.3 Acceptance of the Customers order and the completion of the Contract between the Seller and Customer will take place on despatch to the Customer of the Products ordered unless the Seller has notified the Customer that the order has not been accepted or it has been cancelled by the Customer.

4. DESCRIPTION AND PRICING

4.1 The description of the Products shall be as set out on the Seller's website at the time the Customer places an order.

4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's website are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract which is not a sale by sample.

4.3 Every effort is made by the Seller to ensure that prices shown on the Seller's website are accurate. If an error is found, the Supplier will inform the Customer as soon as possible and offer the option of reconfirming the order at the correct price, or cancelling the order. If the Seller does not receive an order confirmation within 3 days of informing the Customer of the error, the order will be cancelled automatically. If the Customer cancels the order, or if the order is cancelled automatically due to the expiry of the 3 day period, the Seller will refund or re-credit the Customer for any sum that has been paid.

4.4 All prices are shown in UK £s (pounds sterling) and unless expressly stated otherwise, exclude VAT at the applicable current rates but exclude delivery charges.

5. DELIVERY

5.1 Delivery of the Products shall be made:

5.1.1 to the Customers address;

5.1.2 at the Sellers sole discretion, to any address specified by the Customer; or

5.1.3 by the Customer collecting Products at the Seller's premises at any time after the Seller has notified the Customer that the Products are ready for collection.

5.2 The Customer acknowledges that it may be required by the Seller to provide proof address and identification (in the form of photo identification) prior to delivery being made.

5.3 Any dates specified by the Seller for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

5.4 If delivery is made in accordance with condition 5.1.3 above, the Customer shall take delivery of the Products within 5 days of the Seller giving it notice that the Products are ready for delivery.

5.5 If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Seller is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

5.5.1 risk in the Products shall pass to the Customer (including for loss or damage caused by the Seller's negligence);

5.5.2 the Products shall be deemed to have been delivered; and

5.6 If the Seller is requested to re-deliver the Products following a failed delivery in accordance with condition 5.5, the Seller reserves the right to make an additional charge for such re-delivery.

5.7 The Seller may deliver the Products by separate instalments. Each separate instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5.8 The Customer shall be required to notify the Seller of any delivery shortages within 24 hours of delivery. If the Customer fails to notify the Seller of any such shortages within this time scale, the Customer shall be deemed to have accepted delivery of all Products.

5.9 For all orders for delivery outside of mainland UK, Northern Ireland, the Channel Islands and the Isle of Man. You acknowledge and agree that it is your responsibility to arrange for a courier to deliver the goods to you, or alternatively to collect the goods yourself from our premises. The seller is willing on your invitation and as your agent to instruct a courier partner to deliver the relevant goods on your behalf for the prices set out in our delivery section. If you take up this option, you will enter into a direct contract with the courier partner in respect of the delivery of the goods under their standard terms and not with the seller, and you will be liable to the courier partner to pay the Delivery Rate. The seller will (unless you instruct us otherwise) collect payment of the Delivery Rate from you, and as your agent pay such amount to the courier partner. Any liability in connection with such delivery shall be between the courier partner and you, and shall not involve the seller. Insurance against loss or damage isn't provided. The customer should arrange their own insurance against loss or damage. If you elect to arrange for someone else to deliver the goods to you, or will collect the goods from the sellers premises in the UK, you should make the appropriate election and contact the seller to make arrangements for the goods to be made available for collection. No collection of the Delivery Rate will be made by the seller in these circumstances. Full details of the charges to mainland Europe and Ireland are here.

6. RISK

6.1 The product will become the responsibility of the customer from the time of delivery with the exception for goods shipped outside the UK, Ireland and Channel Isles where the responsibility is taken at the time of shipping.

7. PAYMENT

7.1 Payment for the Products by the Customer can be made by any method shown on the Seller's website.

7.2 If Alphageouk requires the Customer to pay a deposit upon placing an Order this shall be specified by Alphageouk (**Deposit**). Commencement of manufacture of the Product is dependent on the cleared receipt of the Deposit by Alphageouk. The Customer shall pay the remaining amount in full and in cleared funds 14 days of receipt of an invoice. Payment shall be made to the bank account nominated in writing by Alphageouk using the payment methods shown on our website.

7.3 If a party fails to make any payment due to the other under these Terms by the due date for payment (**due date**), then, without limiting the other party's remedies under these Terms, the defaulting party shall pay interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Customer shall pay the interest immediately on demand. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

7.4 If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify Alphageouk in writing. The parties shall in the first instance negotiate in good faith to attempt to resolve the dispute promptly. Alphageouk shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment.

7.5 Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party against any amounts payable by it to the other party.

7.6 All payments payable to Alphageouk or the Customer under these Terms shall become due immediately on its termination. This clause 12 is without prejudice to any right to claim for interest under the law or under these Terms.

8. CUSTOMERS RIGHT OF CANCELLATION UNDER THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000

8.1 If the Customer purchases the Products using the Sellers website or telephone number, the Customer may cancel the Contract for any reason, but no later than 14 working days after delivery of the Products.

8.2 For the avoidance of doubt, there shall be no right to cancel any Contract if the Products: (i) were purchased on site at the Sellers premises; or (ii) software or extended warranty items which have been opened or unsealed by the Customer; (iii) are computers which have been registered in the Customers name with the manufacturer.

8.3 The Customer may cancel the Contract by writing to the Seller in this regard.

8.4 If the Customer elects to cancel the Contract, they shall at their own cost return the Products to the Sellers premises.

8.5 Whilst the Products are in the possession of the Customer, the Customer shall be under a statutory duty to take reasonable care of the Products.

8.6 If the Products are IT equipment, the Seller will deem that the Customer has not taken reasonable care of the Products if they have been damaged in the Customers possession, (or in transit whilst being returned) or used and not subsequently restored to their factory settings in accordance with the instructions issued by the Seller.

8.7 The Seller will refund the purchase price within a period of 30 days from the date of cancellation. However, if a Returns Authorisation Number was obtained in advance from the Seller and detailed on any returns packaging, any refund made shall be expedited.

8.8 If the Seller delivered the Products using a delivery service, the cost of such delivery service may be deducted from any amount refunded pursuant to condition 8.7.

8.9 The Seller reserves the right to make a "Service Charge" (which is advertised on the Sellers website from time to time) if the Products are IT equipment and have not been restored to their factory settings or that the Sellers deems that the Customer has not taken reasonable care of the products in accordance with condition 8.6.

8.10 The Customer authorises the Seller to recover the Service Charge by: (i) debiting any credit or debit card of the Seller, immediately following any refund made pursuant to condition 8.7; or setting-off the Service Charge against any refund made pursuant to condition 8.7.

8.11 The Customer acknowledges that the Service Charge will compensate the Seller for any loss suffered by it as a result of the Customers failure to take reasonable care of the Products in accordance with conditions 8.5 and 8.6.

9. LIMITATION OF LIABILITY

9.1 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

9.1.1 any breach of these conditions;

9.1.2 any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products; and

9.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 Nothing in these conditions excludes or limits the liability of the Seller:

9.2.1 for death or personal injury caused by the Seller's negligence; or

9.2.2 under section 2(3), Consumer Protection Act 1987; or

9.2.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or

9.2.4 for fraud or fraudulent misrepresentation.

9.3 Subject to condition 9.2 and condition 9.3:

9.3.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

9.3.2 the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses.

10. ASSIGNMENT

10.1 The Seller may assign the Contract or any part of it to any third party.

10.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

11. UNFORSEEABLE DELAYS

11.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to the Seller to terminate the Contract.

11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- a. we will contact you as soon as reasonably possible to notify you; and
- b. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of a Product to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

12. EXPORT OF PRODUCTS

12.1 The Products may be sold by the Seller for export from the United Kingdom. The Customer shall comply with all applicable legislation and regulations and payment of any duties, import taxes or other costs of import. If the Seller notifies the Customer that export of the products into a country is prohibited under the Seller's export licences, the Customer shall not supply or offer the Products for supply into or within that country. The Customer shall obtain all licences, authorisations and approvals required for export of Products from the United Kingdom or import into any other country and shall indemnify the Seller against any liability in relation to the Customer's breach of any of the provisions of this condition 12.

12.2 For all orders for delivery outside of mainland UK, Northern Ireland, the Channel Islands and the Isle of Man All ownership, title and risk in goods will pass to you immediately at the point and time at which such goods are placed at your disposal at our premises in the UK. The prices payable for goods (as set out on the delivery section of our website) are inclusive of UK VAT, but exclusive of local taxes, import duties and clearances. You acknowledge and agree that the seller has no liability to you in respect of any such taxes including VAT, duties or clearances which may become payable, after the goods have been placed at your disposal at our premises (in the UK). You and we each submit to the exclusive jurisdiction of the English courts in relation to disputes arising out of this Agreement.

13. GENERAL

13.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY IF THE CUSTOMER IS PURCHASING THE PRODUCTS IN THE COURSE OF A TRADE, PROFESSION OR BUSINESS

14. DELIVERY

14.1 Conditions 5.1 and 5.2 shall not apply.

14.2 Delivery of the Products shall be made to the Customers business address.

15. PRODUCTS PURCHASED ON CREDIT TERMS

15.1 In relation to any Products purchased by the Customer using any credit facility granted by the Seller, the Seller shall issue an invoice for payment with the Products.

15.2 The Customer shall pay any invoice within 30 days of receipt. Time for payment shall be of the essence.

15.3 No payment shall be deemed to have been received until the Seller has received cleared funds.

15.4 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Customer.

15.5 If the Customer fails to pay the Seller any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

15.6 Full legal and beneficial title and ownership of the Products shall only pass to the Customer when the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

15.6.1 the Products; and

15.6.2 all other sums which are, or which become due to the Seller from the Customer under any other contract or account.

15.7 Until title and ownership of the Products has passed to the Customer, the Customer shall:

15.7.1 hold the Products on a fiduciary basis as the Seller's bailee;

15.7.2 store the Products (at no cost to the Seller) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;

15.7.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

15.7.4 maintain the Products in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Customer shall produce the policy of insurance to the Seller.

15.8 The Customer's right to possession of the Products shall terminate immediately if title and ownership of the Products has not already passed in accordance with condition 15.6 and:

15.8.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation of the Customer; or

15.8.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under any contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

15.8.3 the Customer encumbers or in any way charges any of the Products.

15.9 The Seller shall be entitled to recover payment for the Products notwithstanding that legal and beneficial ownership and title of any of the Products has not passed from the Seller.

15.10 The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

16. QUALITY

16.1 The Seller is a re-seller and not a manufacturer of the Products. In this respect and to the fullest extent permissible by law, the Seller is unable to offer any express warranties of any kind whatsoever in respect of the Products.

16.2 Save to the extent that any exclusion or restriction of liability may be prohibited by statute, all implied warranties relating to the Products (statutory or otherwise) including (without limitation) any warranties relating to quality or fitness for a particular purpose, shall be fully excluded.

16.3 The Products may be sold with a manufacturer's warranty, details of which shall be dispatched with the Products.

16.4 Products which are found to be defective following delivery shall be dealt with by the Customer in accordance with any subsisting manufacturer's warranty. For the avoidance of doubt, this may mean that the Products are repaired as opposed to replaced and must be returned directly to the manufacturer as opposed to the Seller.

16.5 All products purchased from Alphageouk are supplied with the standard manufacturer warranty. The warranty is valid for domestic use only and not covered for the event of use within a commercial environment.

17. NO CANCELLATION RIGHTS

17.1 Condition 8 shall not apply. For the avoidance of doubt, the Consumer Protection (Distance Selling) Regulations 2000 do not apply to the sale of Products in the course of a trade, business or profession.

18. RETURNS from Commercial Customers

18.1 Subject to the Seller's written agreement and the payment of a re-stocking charge (which is 25% of the purchase price) by the Customer, the Products may be returned at the expense of the Customer within 14 days of delivery.

18.2 No returns will be accepted for goods shipped to outside the UK, Ireland and Channel Isles.

19. CONSEQUENCES OF TERMINATION

19.1 Upon termination of this Contract for any reason whatsoever:

- a. the Contract of the parties in relation to confidentiality under this Contract shall continue in full force and effect;

- b. termination of the Contract shall be without prejudice to any rights of either party against the other which may have accrued up to the date of such termination; and
- c. upon termination of the Contract for any reason whatsoever, all monies due to us shall become immediately due and payable.

20. COMMUNICATIONS BETWEEN US

20.1 When we refer, in these Terms, to "in writing", this will include e-mail.

20.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Geo-4D Ltd (trading as Alphageouk), Unit 5a, Rac Estate, Park Road, Faringdon, Oxfordshire, SN7 8LA or to sales@alphageouk.com

We will confirm receipt of this by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel under these Terms, please follow the directions for informing us above.

20.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

20.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

21. OTHER IMPORTANT TERMS

21.1 Both parties shall comply with their obligations at law including but not limited to the UK Bribery Act 2010.

21.2 We may transfer our rights and obligations to another organisation, but this will not affect your rights or our obligations under these Terms. We will notify you in writing or by posting on this webpage if this happens.

21.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

21.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

21.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

21.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

21.7 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for to a Product and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring

proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

21.8 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

22. INTERPRETATION

22.1 The definitions and rules of interpretation in this clause apply in these Terms.

Air Navigation Order: means The Air Navigation Order 2016 No. 765 (SI).

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commercial Operations: has the meaning set out in article 7 of the Air Navigation Order meaning any operation of an aircraft (other than for public transport) which is available to the public or which, when not made available to the public, is performed under a contract between an operator and a customer, where the latter has no control over the operator in return for remuneration or other valuable consideration.

Delivery: completion of delivery of an Order in accordance with clause 6.

Delivery Date: the date specified for delivery of an Order in accordance with clause 6.

Delivery Location: the Customer's premises or such other location as the Customer specifies on the Order and which has been accepted by Alphageouk in the Confirmation.

Deliverables: all Documents, products and materials developed by Alphageouk or its agents, sub-contractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Documents: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information relating to the Products in any form.

Intellectual Property: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

month: a calendar month.

Order: an order for Products submitted by the Customer in accordance with clause 4 (which may include a purchase order).

Order Number: the reference number to be applied to an Order by Alphageouk in accordance with clause 4.3c).

Product Price: the price of the Products as determined in accordance with the Confirmation.

Products: the products set out in the Confirmation and, where the context requires, the Products ordered by and supplied to the Customer.

Specification: the specification of the Products set out in the Confirmation.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

year: a calendar year.

22.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.

22.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

22.4 The schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the schedules.

22.5 Words in the singular shall include the plural and vice versa.

22.6 A reference to writing or written includes faxes but not e-mail.

22.7 Where the words include(s), including or in particular are used in these Terms, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

22.8 Any obligation in these Terms on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

22.9 References to clauses and schedules are to the clauses and schedules of these Terms.

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