



Terms and Conditions

The following are the terms and conditions which govern any contract of sale and purchase of products from GeigerBTC. Please read these terms and conditions carefully before ordering any products from GeigerBTC. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

INFORMATION ABOUT US

We are GeigerBTC of 9 Millington Road, Hayes, Middlesex UB3 4AZ ("GeigerBTC"). Geiger Limited trading as GeigerBTC is a registered company 11239381 and its VAT number is GB291 6092 90.

YOUR STATUS

By placing an order with GeigerBTC, you warrant that:
You are legally capable of entering into binding contracts;
You are at least 18 years old

FORMATION OF CONTRACT

After placing an order, you will receive confirmation from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer from you to us to buy a product. All orders are subject to acceptance by us. We will confirm by email that your order has been dispatched ("the Dispatch Confirmation") to the address you provide to us when placing your order.

The contract will relate to only those products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate dispatch confirmation.

5. PRICE AND PAYMENT

All prices quoted by GeigerBTC are exclusive of VAT, packing and delivery charges which will be payable as indicated at the time of placing your order. You will be told the total price of all the products you are purchasing, including packing and delivery charges, before your order is confirmed.

Whilst every effort is made to ensure the accuracy of the prices maintained in any GeigerBTC communications including websites, catalogues etc. We expressly reserve the right to change the price having regard to any increase in our suppliers' prices, the imposition of new taxes or duties, or if due to an error or omission the price published for the products on or in any GeigerBTC communication is incorrect. We will notify you of any increase in the total amount payable by you and will give you an opportunity to cancel the order. If the products have already been delivered you may return the products at your own risk and receive a full refund for them and any reasonable charges incurred in returning the products to us.

We are under no obligation to provide the products to you at the incorrect (lower) price, even after we have sent you the Dispatch Confirmation, if the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing. If we do not receive authorization we will not deliver your products and will not be liable to you for delay or non-delivery. Payment terms for invoices to trusted and established clients is 30 days from date of invoice. New customers or customers with a poor credit rating may be required to pay pro- forma.

AVAILABILITY AND DELIVERY

If a product you have ordered is unavailable for any reason you will not be charged for the product and any money already debited from your account will be refunded.

Your products will be delivered in accordance with the preference you state on your order/quote to the address you give when placing your order.

RISK AND TITLE

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges. We will not be liable for any losses, costs, damages, charges, or expenses caused by any delay or failure of delivery of the products.

CONSUMER RIGHTS

If you are contracting as a consumer you may cancel a contract at any time within seven working days, beginning on the day after you receive the products. In this case, you will receive a full refund of the price paid for the products.

To cancel a contract, you must inform us in writing and return the products to us immediately, in the same condition in which you received them, and at your own cost and risk.

You will not have the right to cancel a contract for the supply of any products which have been personalised to your specification or in the case of audio or video recordings or computer software if you have unsealed them.

Conditions 8.1 to 8.3 do not affect your statutory rights.

Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and any reasonable cost incurred by you in returning the item to us.

Products returned by you within the seven day cooling-off period pursuant to Condition 8 will be refunded in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning those items to us.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case within 30 days of the day we received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund for delivery of the defective product.

LIABILITY

We warrant to you that any product purchased from us is of satisfactory quality. Our liability in connection with any product purchased from us is strictly limited to the purchase price of that product.

This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;

- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us will be mainly electronic, i.e. by e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

NOTICES

All notices given by you to us must be given to GeigerBTC at sales@geigerbtc.com. We may give notice to you at either the e-mail or postal address you have provided to us when placing an order, or in any of the ways specified in Condition 11. Notice will be deemed received and properly served 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.

TRANSFER OF RIGHTS AND OBLIGATIONS

The contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

EVENTS OUTSIDE OUR CONTROL

We shall have no liability to you for any failure to perform, or delay in performance of, any of our obligations under the contract that is caused by any event or circumstances beyond our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

WAIVER

If we elect not to enforce or to delay enforcement of any part of these Terms and Conditions of Sale, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

SEVERABILITY

If any of these Terms and Conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

These Terms and Conditions represent the entire agreement between us in relation to the purchase of products from GeigerBTC and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these Terms and Conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

RIGHT TO VARY THESE TERMS AND CONDITIONS

We may revise and amend these Terms and Conditions at any time.

You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

LAW AND JURISDICTION

Contracts for the purchase of products from GeigerBTC shall be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.

CONTACT DETAILS

You may contact our Customer Service team on 020 8569 2250 during office hours, or e-mail us at sales@geigerbtc.com . We will endeavour to respond to any enquiry you make within five (5) days of receiving it.