



GEA Purchase Terms & Conditions

General

Please read the following terms of sale carefully before placing your order to purchase any goods listed on this website. It is important that you do so as, for every purchase you make, both you ('the Buyer') and we, Global Energy Associates Ltd, (GEA) as the sellers, will be legally bound by these Terms. By ordering the Goods, you will be making us an 'offer' i.e. an offer to purchase those Goods in accordance with these terms. We will then either 'accept' or 'reject' your offer (usually depending upon availability).

We might reject an 'offer', for a number of reasons, for example, we are out of stock or if you have requested delivery to a country to which we are unable to deliver. If we do not or are unable to accept your 'offer', we will contact you by email, telephone, post or other appropriate method to inform you of this. If your 'offer' is not accepted, there will be no contract between us.

Pressure Limitation

Some of our equipment may not be suitable for high pressure applications. Please confirm suitability with GEA before ordering.

Availability of Goods

Any orders, which we accept, are subject to availability. In the event that we are unable to supply the Goods, we will inform you of this as soon as possible and will reimburse any payment you might have made for the Goods in full as soon as possible and in any event within 30 days of having accepted your order.

Price

The price for the Goods will be as specified on this website or as specified in any subsequent price change notification or as specified in a promotion during its period of validity at the date on which you order the Goods.

The Company reserves the right to vary its prices in the event of any increase in raw materials or labour costs, cost of components or accessories or variations in Customs Duty or other tax or levy or rate of exchange occurring within seven days before or at any time subsequent to the acceptance of any order.

VAT

The price for the Goods is exclusive of Value Added Tax which will be charged at the current rate in the UK.



Payment

You can either pay by credit card or debit card (we accept VISA, Mastercard, Delta, Solo, and Switch) or by cheque. We will not deduct any payment from your credit card until such time as we despatch the Goods to you.

If you wish to pay by cheque we may delay sending the Goods until the cheque has cleared. It may take 5 days for a cheque to clear. For this reason we ask you to add this additional time to the estimates of delivery which we give. Cheques should be made payable to Global Energy Associates Ltd.

Unless otherwise specifically agreed in writing by the Company, payment shall be effected in £ Sterling without any deductions.

Delivery

Shipping and delivery will be based on availability of the items. The price of goods is exclusive of delivery charges.

We always aim to deliver goods as near to our estimated times as possible and in any event within 30 days of entering into a contract with you. Where we are unable to deliver the Goods within this time, we will inform you of this. You will be free in this case to cancel the contract and we will reimburse you in full as soon as possible and in any event within 30 days of cancellation.

Small items such as 'PipeCalc' will be despatched by first class Royal Mail. Larger items will be dispatched by Parcelforce or other carrier as determined by the Company.

For delivery times to countries outside the UK, please contact us. We regret that there may be countries outside the UK to which we will not deliver goods.

We will assume responsibility for the Goods while they are in transit so that if they are damaged on arrival or if they do not arrive at all, we will replace them free of charge. So that we may take up the matter with the carrier within time limits which they place on us, you must inform us of any damage which has occurred in transit within 3 days of delivery to you.

You will be responsible for the Goods as soon as they are delivered to you. Unloading of the Goods will be at your risk.

Cancellation of Order

Cancellation of an order will be accepted, by email, within 24 hours of placing that order, providing dispatch of the goods has not been made. Where goods have been dispatched our returns policy (below) will apply.

Returns

We are happy for you to return the Goods for any reason at your own cost subject to the following conditions:

- You inform us within 7 working days of the Goods having been delivered to you of your intention to return the Goods to us.
- The Goods are received by us in the condition they were in when we sent them.
- You will be responsible for the Goods whilst they are in transit.



Returns (cont.)

Subject to the aforementioned conditions, we will reimburse you in full as soon as possible after the Goods are received and in any event within 30 days of that date.

If you wish to return the Goods because they are damaged when you receive them, the Goods can be returned free of charge. So that we may take up the matter with the carrier within time limits which they place on us, you must inform us of any damage which has occurred in transit within 3 days of delivery to you. Where damage has occurred in delivery to you, you must record this on any signed delivery documentation.

Any Goods, which you return, will be returned at your own risk.

We request that you keep all packaging materials so that you can return the Goods as they were sent to you.

We will, if you have complied with our Terms (see above), either refund the price as soon as possible and in any event within 30 days of our receiving the Goods or replace the Goods, whichever you prefer. Any delivery charge on the original order will not be refunded.

Disclaimer

We promise to exercise reasonable care and skill in carrying out our obligations under these terms. Neither do we in any way wish to avoid liability in relation to any other claim which you might have against us in respect of Goods which we have supplied (or failed to supply) to you and where this is the result of our own negligence.

We accept no responsibility for any interpretations or decisions based on any results derived from the use of any of our software or any claims resulting from the use, accidental misuse, or intentional misuse of the software by the user.

Where we do accept that we are liable or where we are found to be liable, in relation to any claim you might have against us, we do however limit that liability to the following:

- To direct and foreseeable losses (including those which result from our negligence) which you may suffer. We will not be liable for losses which are indirect. By 'indirect losses' we mean, for example, loss of profits or loss of contracts, damage to any of your property or damage to anyone else and personal injury which you or someone else might suffer which is not a result of our negligence.
- To the extent that we are covered by any insurance policy which we have taken out and which is operative at the time that liability arises.

Save as set out above, we will not be liable to you in respect of any claim which you may have.



Errors or Omissions

Whilst we will make every effort to ensure that the information on this website, including anything in the Contract and also in any correspondence from us to you, is accurate, complete and up to date, we cannot guarantee this. If we do make any mistakes, we apologise for any inconvenience which this might cause and we would be grateful if you could point them out to us as soon as possible. We do reserve the right to correct any mistakes without there being any liability on our part.

WHERE THE CUSTOMER UNDER THE CONTRACT (NOT BEING A CONTRACT FOR THE INTERNATIONAL SALE OF GOODS) DEALS AS A CONSUMER WITHIN THE MEANING OF SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977 THEN NOTHING CONTAINED IN ANY OF THE ABOVE CONDITIONS SHALL RESTRICT OR AFFECT THE STATUTORY RIGHTS OF THE CUSTOMER.

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