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Zenith Survey Equipment Limited - Additional Terms and Conditions for our WEB SITE Transactions

By submitting an order, you are accepting the standard Terms and Conditions of Zenith Survey Equipment Limited, and its additional terms for web site transactions as follows.

Your details

- a.** When you register with the Zenith Survey Equipment Limited web site, you may be required to choose a contact email address and password. You are responsible for all sessions and transactions taken under these details. You should keep your password safe and not disclose it to anyone. You should change it immediately if you feel it has been compromised.
- b.** If any of your details change, such as your credit card billing address, you must inform Zenith Survey Equipment Limited as soon as possible.

The Contract between Us

- a.** Any contract for purchases made through the web site will be with Zenith Survey Equipment Limited.
- b.** Zenith Survey Equipment Limited must receive payment of the whole of the price for the goods that you order before your order can be accepted, and the contract formed. Payment is not taken until the point of dispatch of the goods to you from our depot. Once payment has been received Zenith Survey Equipment Limited will confirm that your order has been received by sending an email to you at the email address you provide in your registration form. The shipment email will include your name, the order number and the total price. Zenith Survey Equipment Limited's acceptance of your order brings into existence a legally binding contract between us on these terms. Any term sought to be imposed by you in your order will not form part of the contract.
- c.** Zenith Survey Equipment Limited is entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the goods appearing on our web site. If an error or inaccuracy is discovered with regards to the advertised price of the goods that you have ordered, we will contact you as soon as possible by email. This will be to inform you of the correct price of the goods, and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.
- d.** The prices payable for goods are as set out in the web site, exclusive of VAT, and any duties and local taxes. If the shipping address is within the UK, Zenith Survey Equipment Limited will collect UK rated VAT. Customers ordering for delivery outside of the UK will be responsible for payment of any local taxes payable



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including VAT, and will be required to pay extra for delivery and clearance where necessary.

Withdrawal by You from the Contract

If you are an individual and are not buying goods on behalf of a business, there are certain circumstances in which you may withdraw from the contract and these are set out here. This right to withdraw does not apply to business buyers.

- a.** You may withdraw your order for goods at any time up to the end of the 21st working day after you have received the goods. You do not need to give Zenith Survey Equipment Limited any reason for withdrawing your order nor will you have to pay any penalty.
- b.** The only circumstances in which you cannot withdraw your order are where you have taken the goods you have ordered (or the ones in relation to which you want to withdraw) out of the sealed package in which they were delivered.
- c.** To withdraw your order you must notify Zenith Survey Equipment Limited in writing at the address set out in the Zenith Survey Equipment Limited returns section of this Web site.
- d.** If you have received the goods before you withdraw your order then, unless you have lost your right to withdraw because you have taken the goods out of their sealed package, you must send them back to the Zenith Survey Equipment Limited contact address at your own cost and risk. If you withdraw your order but Zenith Survey Equipment Limited has already processed the goods for delivery, and you have received them, you must not unpack the goods when they are received by you and you must send the goods back to Zenith Survey Equipment Limited contact address at your own cost and risk as soon as possible.
- e.** Once you have notified Zenith Survey Equipment Limited that you are withdrawing your order, any sum debited to Zenith Survey Equipment Limited from your credit card, or debit card, will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by Zenith Survey Equipment Limited in the condition they were in when delivered to you.

Availability of Goods You Order

If Zenith Survey Equipment Limited has insufficient stock to deliver the goods ordered by you, we will notify you as soon as possible and any sum debited by Zenith Survey Equipment Limited from your credit card will be re-credited to your account and will Zenith Survey Equipment Limited notify you by email at the address given by you in your order form. The refund will be made as soon as possible



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and in any event within 30 days of your order. Zenith Survey Equipment Limited will not be obliged to offer any additional compensation for disappointment suffered.

PLEASE NOTE: We endeavour to bring our customers the best value we can by running special offers, but please remember stocks are limited at the special offer price, and subject to availability. We update our web site as quickly as we can to minimize disappointment. The process of updating the web site when goods have sold out at campaign price can take a few hours to update. Please note that the price the goods are offered for tender are as displayed in the Shopping Basket. Rest assured your credit card will only be debited as your order or individual items from your order are dispatched.

Delivery of Goods to You

a. Zenith Survey Equipment Limited will post, or arrange a courier on your behalf for, the goods ordered by you to the person and address you give Zenith Survey Equipment Limited at the time you make your order. The consignee (i.e. the person to whom the consignment is sent) will be the declarant and importer into the country for which the consignment is destined. For non-UK destinations, the consignee will be responsible for both customs clearance and payment of customs duties and local taxes where required. Each item ordered will be treated as a separate sale and will be shipped and paid for separately.

b. Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of dispatch of the order. All delivery times quoted on the web site are estimates only, based on availability, normal processing and delivery companies.

c. You will become the owner of the goods you have ordered when the goods are dispatched to you from any of our premises.

Customs charges

If you are ordering goods for delivery outside of the UK, please note that your consignment may be subject to import duties and taxes, which are levied once the goods reach the country of destination. Any such charges levied in relation to customs clearance must be borne by you. You accept that Zenith Survey Equipment Limited has no control over additional charges in relation to customs clearance. Zenith Survey Equipment Limited recommends that you check with your local customs officials or post office for more information regarding importation taxes / duties that may be applicable to your on-line order. You will be the importer of record and responsible for any import VAT and duty that may be borne. In addition, any charges for import clearance will be borne by you, the customer.



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Please note that when shipping goods from the United Kingdom, cross border shipments may be subject to opening and inspection by customs authorities. In respect of all goods dispatched to you to an address outside of the United Kingdom, you are deemed to be the importer of the goods and must therefore comply with all the laws and regulations of the country into which the goods are being delivered.

Liability

This is as follows:-

- a.** If the goods Zenith Survey Equipment Limited delivers are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, Zenith Survey Equipment Limited shall have no liability to you unless you notify both the delivery representative at the time of delivery (You must insist they formally record this) and Zenith Survey Equipment Limited in writing at the Zenith Survey Equipment Limited contact address of the problem within 2 working days of the delivery of goods in question.
- b.** If you do not receive goods ordered by you within 30 days of the date on which they were dispatched to you, Zenith Survey Equipment Limited shall have no liability to you unless you notify Zenith Survey Equipment Limited in writing at the Zenith Survey Equipment Limited contact address of the problem within 40 days of the date on which the goods were dispatched to you.
- c.** If you notify a problem to Zenith Survey Equipment Limited under this condition, Zenith Survey Equipment Limited LTD's only obligation will be, at its option: - to make good any shortage or non-delivery; to replace or repair any goods that are damaged or defective; or to refund to you the amount paid by you for the goods in question to the original method of payment, unless such method is no longer valid in which case a Zenith Survey Equipment Limited Credit Note will be issued to the value of due refund.
- d.** Zenith Survey Equipment Limited will not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to under this condition and Zenith Survey Equipment Limited shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under paragraph (c) above.
- e.** Nothing in this condition is, however, intended to limit any rights you might have as a consumer under applicable English law that may not be excluded nor in any way to exclude or limit Zenith Survey Equipment Limited's liability to you for any death or personal injury resulting from its negligence.

Nothing in this contract creates any right which is enforceable by any person who is not a party to the contract.



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Force Majeure

Zenith Survey Equipment Limited shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond its reasonable control.

Invalidity

If any part of these conditions is unenforceable (including any provision in which Zenith Survey Equipment Limited excludes its liability to you) the enforceability of any other part of these conditions will not be affected.

Complaints

Zenith Survey Equipment Limited operate a complaints handling procedure which is used to try to resolve disputes when they first arise. If you have a complaint, please contact our Customer Service department at the following address:

E-Commerce Customer Service
Zenith survey Equipment Limited
Paragon House
33 Church Street
Ossett
West Yorkshire
England WF5 9DN

Governing Law

The contract between us shall be governed by and interpreted in accordance with English law, and the English courts shall have jurisdiction to resolve any disputes between us.

Entire Agreement

These additional terms and conditions, together with the current Zenith Survey Equipment Limited standard Terms and Conditions of Trade (downloadable at <http://www.zenithsurvey.co.uk/terms.html>) plus our Web site prices, delivery details and Zenith Survey Equipment Limited contact details, set out the whole of our agreement relating to the supply of the goods to you by Zenith Survey Equipment Limited. These terms and conditions cannot be varied except in writing signed by a director of Zenith Survey Equipment Limited. In particular nothing said by any sales



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person on behalf of Zenith Survey Equipment Limited LTD should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of any goods offered for sale by Zenith Survey Equipment Limited. Zenith Survey Equipment Limited shall have no liability for any such representation being untrue or misleading.

Interpretation

In these terms and conditions:-

Zenith Survey Equipment Limited means our company, Zenith Survey Equipment Limited, our head office is at Paragon House, 33 Church Street, Ossett, West Yorkshire, England WF5 9DN and our company number is registered in England as 2024095. Zenith Survey equipment Limited's VAT Registration number is GB 722 0367 68

'Working day' means every day of a calendar year apart from weekends and England's statutory and public holidays;

'us' means Zenith Survey Equipment Limited and you together; and

'you' and 'your' means the person ordering goods under these terms and conditions