

## Terms & Conditions

**Gama Technologies Limited** is registered in the United Kingdom of Great Britain (England).

Please read these Terms and Conditions carefully. These are the general Terms and Conditions governing your access and use of Gama Technologies Limited's website. If you do not agree with them, you should not proceed any further on this website. In continuing to use this website and/or any of the products shown on the website, you agree to be bound by these Terms and Conditions. You may not copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer or otherwise remove, change or obscure in any way anything on this website or use any material obtained whilst using the website except as set out in these Terms and Conditions. Please read them carefully. These terms and conditions only apply to a person dealing as a consumer. We exclude all terms, conditions and representations arising from this document from any person not dealing with us as a consumer.

### DEFINITIONS

In this document the following words shall have the meanings as stated below:

- BUYER, CUSTOMER, YOU, YOUR means the person or legal entity to which Gama Technologies Limited supplies the Product as detailed on the relevant invoice and the person who accepts a quotation or offer or invoice or the Product.
- BUSINESS DAY means every day of the year except weekends and English statutory and public holidays, unless previously agreed in writing.
- CONTRACT means the contract for the sale and purchase of the Product under these terms and any legally binding agreement between the Seller and the Buyer.
- DELIVERY DATE means the date on which the Products are to be delivered as stipulated and accepted by the Seller and the Buyer.
- INVOICE means the document sent to you by the Seller setting out the details of the Product or Services being supplied to you and the price.
- MONTH means a calendar month.
- PRICE means the cost or charge for the product.
- PRODUCT means the products and/or services being supplied to you as detailed on your quotation, order confirmation receipt for payment or invoice. These are the items offered on this website and include any installment of the products or any parts thereof which the Seller is to supply in accordance with these terms.
- SELLER, WE, US, COMPANY means Gama Technologies Limited, a company registered in England with the Registration No. 3761855.
- THIRD PARTY PRODUCT(S) means all products that are not the original Products.
- WRITING includes any communications effected by web pages, email, facsimile transmission, telex, post or any comparable means.

This document contains the standard terms and conditions with which you agree to purchase the product. All sales of products by us are subject to these terms and conditions. No variation of any terms and conditions will be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.

### ONLINE SHOPPING

Enjoy a fast, secure and hassle free shopping experience. Your shopping security is of the utmost importance to us, which is why we use PayPal. Gama Technologies Limited accepts payment by all major credit cards either via secure server or by telephone. Cheques must be made payable to Gama Technologies Limited and sent to the contact address given below and on this website.

Making a purchase could not be easier. Just browse and add any products that you wish to buy and click on the "Add to Cart" button. You can go to "View Cart" at any time. At the checkout, you will be presented with a form showing you all the items that are in your basket. You can add or remove items from your shopping basket by increasing or decreasing the number in the "Quantity" box and pressing "Update Basket". The total amount shown includes Postage & Packing as applicable in the Mainland UK. You review your Shopping Cart and press "Proceed to Checkout" button.

You will then be asked to provide your details. Please note that all fields that are marked with an asterisk (\*) are required and must be completed. If any information provided by you is untrue, inaccurate, not current or incomplete, Gama Technologies Limited has the right to terminate your account and refuse any and/or all current or future use of the products or access to this website. Your only remedy under these terms is to discontinue using the website.

Payment of the Price is required prior to delivery of the Product. Choose your method of payment by clicking on the Card Type of your choice, e.g. Master card, Visa, Switch, etc. Complete the Billing and payment information and click "Continue to Checkout" button. You review your order, confirm the total charge including postage, packing and VAT as applicable and click "Pay". A few moments later, a screen will appear confirming that your payment is complete. PayPal also sends you a confirmation email. You can choose to save your billing information at PayPal by opening a PayPal account or you can simply return to our website [www.gamatechnologies.co.uk](http://www.gamatechnologies.co.uk) and continue shopping. If you have a PayPal account and wish to pay with that account, you proceed to the checkout, log in into your account and make the payment. A few moments later, a screen will appear confirming that your payment is complete. PayPal also sends you a confirmation email. You can choose to log out or simply return to our website [www.gamatechnologies.co.uk](http://www.gamatechnologies.co.uk) and continue shopping.

When confirmation of payment is received, this is to indicate that we have received your order. It does not indicate that a contract exists between us. We will indicate acceptance of your order, and hence a contract between us, when we send you an invoice with the product or prior to the delivery of the product. We have included this term to protect us in the event that if a mistake has been made in pricing, we have inadvertently under-priced the product, or we are no longer able to supply a particular product for some reason. In the case of a change of price, we will always contact you first to ensure that the price is acceptable to you.

The specification for the products shall be those set out in our web pages and sales documentation unless varied expressly in the Buyer's order, if accepted by us. The products will only be supplied in the minimum units or multiples as stated in the Seller's price list, as applicable, or in multiples of the sales order as specified and agreed.

Illustrations, photographs or descriptions whether in web pages, catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

The Seller reserves the right to make any changes in the specification of the products which are required to conform to any applicable safety or other statutory or regulatory requirements. Gama Technologies Limited reserves the right to change or modify any of their products without notice. Your purchase and use of products from this website is governed by the terms and conditions set out here.

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs including the cost of all labors and materials used, damages, charges and expenses incurred by the Seller as a result of the cancellation. An order placed by the Buyer may be withdrawn, cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of the: a) Seller's written acceptance or b) Delivery of the Goods or c) Seller's invoice.

By placing an order you acknowledge that you have read and understood these terms and conditions and agree to be bound by them. If your item is not in stock, we will back order for you. You will always be emailed with the option to cancel your order if you would rather not wait. Gama Technologies Limited may, in its absolute discretion, decline to accept orders.

#### **CREDIT CARD SECURITY**

Security at Gama Technologies Limited is taken very seriously. We use PayPal who have industry-leading fraud-prevention systems in place. All goods remain the property of Gama Technologies Limited until they have been paid for in full. The PayPal uses an encrypted and secure server for all its payment operations, which ensure that your personal information and transactions cannot be

tampered with. In the event of unauthorized use of your credit or debit card, most Banks and card issuers will either cover all the charges that result from the fraudulent use of your card or they might limit their/your liability. You need to check with your Bank or card issuer. If you have any concerns about the level of security used by Gama Technologies Limited, please email to [sales@gamatechnologies.co.uk](mailto:sales@gamatechnologies.co.uk) and we will happily answer any queries that you may have.

#### **MEDICAL-DISCLAIMER**

Gama Technologies Limited will not accept responsibility for any loss arising out of negligent use of the product by the buyer, end user or by any third party. The instructions as to the use of the products must be read and understood in its entirety prior to use. We do not warrant the suitability of the products for a particular purpose. Once the goods have been received by the buyer, responsibility for their use passes on to the buyer. If the buyer is not the end user then it is the buyer's responsibility to ensure that the end user is aware of all terms and conditions - in particular as to the use of the product. If there are no instructions accompanying the products then please contact Gama Technologies Limited who will provide the buyer with a copy of the relevant information.

All product descriptions and/or any advice given either on the telephone or via email should only be used as a guide and further guidance from a medical professional should be sought if you are intending to use any of the products purchased from this website and/or have any doubts. In the event that any instruction is not understood or if there are any queries as to the use of the products then the products must not be used at all until such time as the buyer is satisfied as to the correct use of the products.

Where the buyer or end user has a medical condition or has reason to believe they may have such a condition that may have adverse reactions to any of the products it is their responsibility to check with their Physician or General Practitioner or competent medical professional prior to use, e.g. a child's medical condition, if someone is pregnant, acidic, etc. We accept no liability or responsibility for the claims of the manufacturer nor do we accept any responsibility if the stated usage and/or dosage is exceeded or not strictly adhered to.

Whilst all care is taken by Gama Technologies Limited to describe all products as accurately as possible there may be slight variations between the products shown on the website [www.gamatechnologies.co.uk](http://www.gamatechnologies.co.uk) and the products received.

In any event, Gama Technologies Limited shall not be liable under, or in connection with these terms and conditions in contract, tort, negligence, pre-contract or other representations or otherwise for any loss of business, contracts or anticipated savings or for any other indirect or consequential loss whatsoever. Gama Technologies Limited's liability in relation to tort, contract, pre-contract or other representations arising out of or in connection with these terms and conditions or the performance or observance of our obligations under these terms and conditions and every applicable part of it shall be limited in aggregate to all sums paid by the buyer to Gama Technologies Limited.

Gama Technologies Limited will not accept liability for use of any of its products that is not in accordance with the instructions enclosed with each purchase. Gama Technologies Limited products are not intended for use in conjunction with any other products either from Gama Technologies Limited or any other party. Gama Technologies Limited supplied products are not sold as medicines. Gama Technologies Limited will not be liable for claims by you or any third party which may result from reliance on information provided within this website, or from any error or omission. Professional medical advice should always be sought before taking health or related products of any kind.

#### **PRICE**

The prices for goods displayed for sale on this website [www.gamatechnologies.co.uk](http://www.gamatechnologies.co.uk) are inclusive of VAT and delivery in the Mainland United Kingdom only. Any additional charges will be clearly displayed where they apply. The price of the product will be applicable at the date of the Buyers order. All prices and configurations are subject to change without notice or obligation at any point prior to Gama Technologies Limited acceptance of the Buyers order in writing.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery address, delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

Unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging and transport to the location in the Mainland United Kingdom specified in the Buyer's order. The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the products. Unless otherwise expressly stated in writing, the Price does not include insurance, which is the Buyer's sole responsibility.

All card payments are subject to processing fee, which is included in the price. The total amount you pay is the same, regardless of the payment method.

Payment shall be made notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time of the payment of the price shall be of the essence of the contract.

## **DELIVERY**

Any delivery dates specified by Gama Technologies Limited are estimates only and are not binding on us. Time of delivery shall not be of the essence of the contract and Gama Technologies Limited shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the product.

Delivery will normally take place within 3 to 10 working days after receipt of clear funds. Delivery will be sent to the address provided by you at the time of ordering. Gama Technologies Limited will not be held responsible for any difficulties that may arise with a delivery as a result of incorrect delivery details being supplied at the time of ordering. The product will generally be dispatched by Second Class Royal Mail Post unless otherwise specified and/or agreed with the customer.

You are obliged to inspect the product on delivery. Any damage to the product must be reported in writing to Gama Technologies Limited within 7 days of delivery. If no intimation is made within this period you will be deemed to have accepted the product in a satisfactory condition.

When taking delivery of the product, you must not sign in acceptance of products which are clearly damaged or, if you do sign, you must make it clear on the document that the products were clearly damaged at the point of delivery. Failure to do so will prejudice Gama Technologies Limited's rights against the carrier.

If we have attempted to deliver your products via Royal Mail Recorded or Special Delivery Post and the products are returned to us as you failed to pick them within the time limits imposed by the Post Office, we will treat this as a cancelled order and we will make a charge to cover our costs in sending these products out to you. You will also be charged postage at our current tariff if you require the products to be redelivered. We regret that we cannot be held responsible if the Post Office has failed to notify you of an attempted delivery. You will need to take this up with the local sorting office.

In the unlikely event that your products have been lost in transit, we are unable to refund or resend products until our enquires have been completed. This can take up to 7 to 15 days as a trace will need to be issued to track your products. In most circumstances this will be resolved sooner.

Our UK delivery prices are for the Mainland UK only. If you live in the UK but in the Highlands or Islands, you may be subjected to additional postage costs. We are unable to offer free or reduced postage prices but we shall endeavor to keep the postage costs down.

Where the products are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these terms & conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

Risk of damage to or loss of the products shall pass to the Buyer in the case of products to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the products are available for collection; or in the case of products to be delivered otherwise than at the Seller's premises, the time of delivery to the Carrier or Post Office or, if the Buyer wrongfully fails to take delivery of the products, the time when the Seller has tendered delivery of the products.

Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these terms and conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer.

If you have not received your order within 10 working days from the despatch date, customers should immediately contact us.

The products ordered by the buyer will be dispatched, after receipt of payment from the buyer, to the address specified by the buyer.

If the buyer has not received the products in accordance with the invoice then it is the responsibility of the buyer to inform Gama Technologies Limited of any suspected discrepancy. It is the policy of Gama Technologies Limited to investigate the matter before any decision is made. You will be notified in writing of any decision made.

## **REFUNDS**

In certain situations Gama Technologies Limited may be prepared to give refunds in respect of the products purchased. There is no automatic right arising from this term to a refund. A request for a refund must be made in writing to Gama Technologies Limited and each case will be assessed and the decision of Gama Technologies Limited will be final. You will receive written confirmation of any decision made by Gama Technologies Limited.

Whilst Gama Technologies Limited tries to ensure that all its products meet the high standards expected by its customers, there may be certain times when we may be unable to meet them, viz. Force Majeure- where there are circumstances beyond our control e.g. Acts of God, strikes, lock outs, accidents, war, acts of terrorism, etc. This is not to exclude other such events beyond our reasonable control. In any such event Gama Technologies Limited shall try to resolve any such problem insofar as it is practicable.

Refunds will be made for all orders cancelled subject to acceptance of the Seller and returned within 7 days of delivery. All products returned for refund, must be returned in the original box and in perfect condition to Gama Technologies Limited by insured post at the sender's expense. A restocking fee of up to 20% is charged on all returns, which prove to be non defective. Full refunds will be made if the product ordered is delivered damaged or faulty. Claims for damage and misshipping must be made in writing within 7 days of receipt of the product. No opened box will be accepted for refund. Products are not sold on a trial basis, unless explicitly stated otherwise. We are not responsible for any consequential loss or expenses, however caused, including incidental returns cost.

## **DISCLAIMER**

While we endeavor to keep this website up to date and accurate at the time of publishing, including product pricing, we do not accept any liability to any Buyer, Customer or any persons for loss or damage which may arise from the information contained in product description, images or anything else stated on this website. Products obtained from this website are done so at the customers own risk and advice from a qualified medical practitioner should be sought if you have a pre-existing medical condition. We retain the right to change the pricing of any product at any time and to refuse orders which contain products which are priced incorrectly.

Gama Technologies Limited shall not be liable if the content of this website or any viewing of it by you is contrary to the laws applying in the place where you access this website.

Gama Technologies Limited is not liable for the accuracy, availability, completeness or usefulness of any of the information accessible on or via this website or whether the information is up to date. You should verify the accuracy of any information before you act upon it.

By linking with other websites or material, Gama Technologies Limited does not give any approval or endorsement of those websites or products or materials and Gama Technologies Limited has no liability for any links or the material arising from them.

You are responsible for protecting the security and integrity of your system and data. Gama Technologies Limited makes no claim that this web site is free from viruses or other computer or data corrupting or damaging material. Gama Technologies Limited does not have any liability to you arising out of your use of this web site or interruption of your use. Our terms and conditions may change from time to time in accordance with the relevant applicable law. We reserve the right to change our terms and conditions without notice.

You acknowledge and agree that in entering into these terms and conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.

#### **INDEMNITY BY YOU**

You hereby agree to fully indemnify and to hold Gama Technologies Limited harmless from and against any claim brought by a third party resulting from the use of the product. You shall defend and pay all costs, damages, awards, fees including legal fees and judgments awarded against Gama Technologies Limited and shall provide Gama Technologies Limited with the notice of such claims, full authority to defend compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

You will be responsible for all losses and payments (including the amount of any transaction carried out without your authority) if you have acted with gross negligence so as to facilitate that unauthorised transaction, or you have acted fraudulently. Gross negligence shall be deemed to include failure to observe any of your security duties referred to in these terms and conditions.

#### **LIABILITY**

The entire liability of Gama Technologies Limited to you in respect of any claim whatsoever, arising out of this contract shall be limited to the Price. Gama Technologies Limited shall not be liable to you for losses suffered as a result of any representations, breach of contract, negligence or otherwise including, but not limited to, any liability for direct, indirect or consequential loss, loss or corruption of data, loss of profits, revenue, business or goodwill or loss of opportunity. This shall apply even where such loss was reasonably foreseeable or we had been made aware of the possibility of you suffering such a loss.

Gama Technologies Limited shall not be liable for any loss, costs, damages, charges or expenses caused, directly or indirectly, by any delay in the delivery of the Product.

#### **COMPLAINTS**

If you are in any way dissatisfied with the quality of the product or the service that you have received please email to [sales@gamatechnologies.co.uk](mailto:sales@gamatechnologies.co.uk) with "Complaint" in the subject line giving brief details of your complaint. We will endeavor to resolve the issue in accordance with our complaints procedure. In the event of a dispute arising, the matter will be settled by an independent arbitrator appointed by Gama Technologies Limited.

#### **SECURITY**

We are committed to protecting your privacy. Gama Technologies Limited respects your personal information and will not pass it to third parties without your consent. Gama Technologies Limited does not and will not sell anyone its database of customers. Information contained on customers remains confidential to the company unless express permission is given. We will only use the information to process orders and customer accounts, administer our business, statistical purposes and to notify you of Gama Technologies Limited's products/services, unless you have objected to this.

You should be aware that if we are requested by the police or any regulatory or government authority investigating suspected illegal activities to provide information concerning you, we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your dealings with Gama Technologies Limited and those dealings are deemed by us to be inconsistent with these terms and conditions.

#### **TYPOGRAPHICAL AND PRICING ERRORS**

In the event a product is listed at an incorrect price due to typographical error or there is an error in pricing information received from our suppliers, we the Seller shall have the right to refuse to meet or to cancel any orders placed for that product whether or not the order has been accepted and the Buyers debit or credit card charged. If the Buyers debit or credit card has already been charged for the purchase and the order is cancelled, Gama Technologies Limited shall immediately issue a credit to the Buyers debit or credit card account in the amount of the charge and Gama Technologies Limited's liability to the Buyer will thereafter come to an end. No contract shall exist between the Buyer and Gama Technologies Limited, until the Buyers goods have been dispatched.

#### **NOTICES**

All notices which are required to be served / delivered to Gama Technologies Limited under these terms and conditions shall only be deemed validly served if sent by recorded post to Gama Technologies Limited, "Ashervad" 40 Becmead Avenue, Harrow, Middlesex, HA3 8EY, England.

#### **COPYRIGHT ISSUES**

The owner of this web site is Gama Technologies Limited.

All rights reserved.

#### **GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.

25.10.2006