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JET-TECH MOTORSPORT LTD TERMS & CONDITIONS

1) DEFINITIONS

The "Agents" means www.kartsetupsoftware.com, www.rotaxjetting.com, and/or any other Development Partner and or Dealer appointed from time to time and notified on the www.kartsetupsoftware.com and/or www.rotaxjetting.com website/s.

The "Customer" means the Account Applicant or person or company who buys or agrees to buy Goods, Software License/s and/or Services from the Seller.

The "Seller" means www.kartsetupsoftware.com, rotaxjetting.com and/or JET-TECH MOTORSPORT LTD.

"Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2) OUR CONTRACT

These conditions govern the supply of goods, software licenses and/or products sold by Jet-Tech Motorsport Limited and/or their appointed Agents to the customer. These terms and conditions constitute the entire and only agreement between us in relation thereto. Our acceptance of the Customer's order by delivery of the goods or the provision of a Software License or a service constitutes a legally binding contract between us, on these Conditions. Jet-Tech Motorsport Limited reserves the right to alter specifications and prices without any prior notification. The terms 'Software License' and 'Software' includes computer software, media, printed and electronic documentation.

3) PRICE & PAYMENT

The price and payment for the goods, software licenses and/or products you order is as set out either/or:

3.1) on the website/s www.kartsetupsoftware.com and/or www.rotaxjetting.com at the same time you place your order;

3.2) as set out on a written quotation;

All of the above, plus any charges for carriage is due at the point of order. The submission of an order does not constitute acceptance of the order or prices contained therein. Should the customer default on payment, the customer agrees to pay their outstanding account in full, in accordance with these terms and/or those agreed in writing, immediately together with an additional charge of 2.5% above the Bank of England base rate prevailing at the time/date of invoice, of the full invoice value, being levied against the customer. Should any invoice remain outstanding more than seven working days after the application of the additional 2.5% charge, additional charges equivalent to 2.5% above the Bank of England base rate will be levied every seven days thereafter until the account, including charges is settled in full. The customer will be liable for all costs incurred by Jet-Tech Motorsport Limited, its owners and/or Agents in the collection of outstanding debts.

4) DELIVERY AND TITLE

We will deliver the goods, software license/s and/or products in accordance with your order or prior agreement. A valid signature may be required on delivery of your order. Upon payment in full, title in goods, with the exception of software licenses, passes to the customer.

5) SOFTWARE LICENSE

The customer purchases and is granted a licence to use the Jet-Tech software product that has been provided by Jet-Tech Motorsport Limited or Agents, subject to the following conditions: By installing and/or using the Software, you agree to be bound by the terms of its License Agreement and these Terms and Conditions. The customer's rights extend to the use of this software on a single computer; it is a condition of sale that if the computer is later sold by the customer then he/she will undertake to remove this software prior to the sale of the computer. You may not decompile or attempt to decompile or disassemble the software or any of its constituent parts. You may not separate any of the components or elements of the complete product, as delivered electronically or on CD or other media. You may not sub-license, rent, lease lend or sell the software license, media or any constituent part of the software product or use the software product for commercial and/or financial gain. You may not add additional components, program code, images and/or documentation to the software. You may not add the software to other software programs, embedded, linked or otherwise. You may not transfer your rights under this license agreement or these terms and conditions without the express, written consent of Jet-Tech Motorsport Limited.

6) SOFTWARE INSTALLATION

Jet-Tech Motorsport Limited and/or its Agents accept no responsibility for the incorrect installation of Jet-Tech software and/or for a customer's computer, operating system, software or peripherals and it is acknowledged by the customer that it is their sole responsibility to ensure that their computer, operating system, software and peripherals are suitable for the installation of Jet-Tech software. Neither Jet-Tech Motorsport Limited nor its Agents is under any obligation whatsoever to provide any support and/or advice for any third-party software, operating system software, computers, peripherals and/or components belonging to or used by the customer. Any advice requested and/or provided is given on the express understanding that it is the customer's sole choice whether to accept all or some of that advice and do so entirely at their own risk and expense.

7) SOFTWARE UPGRADES AND UPDATES

At the sole discretion of Jet-Tech Motorsport Limited, it may from time-to-time offer product updates and/or upgrades for our software products. It is a condition of installing any update or upgrade that should Jet-Tech Motorsport Limited so instruct, the previous version is removed from the host computer entirely prior to installation of the new version, upgraded or updated product. Any software upgrade and/or update will automatically be subject to these terms and conditions and license agreement.

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9) AVAILABILITY

While we endeavour to hold sufficient stock to meet all orders, we cannot guarantee the availability of materials or finished goods. If we have insufficient stock to manufacture/supply/deliver goods ordered, we will advise the customer as soon as possible of shortages and endeavour to provide realistic lead-times. If those lead-times are not acceptable, the Customer may cancel their order for the outstanding items without penalty and any money paid by the customer will be returned in full.

10) CANCELLATION & RETURNS

You may cancel your order by giving us notice of cancellation within 7 days of the date of order, prior to receiving goods, services and/or the activation of any/all software license/s. This notice may be given by e-mail. Should an order be cancelled, Jet-Tech Motorsport Limited and/or its Agents reserve the right and it is a condition of acceptance of the customer's order that the customer will remain liable to cover the cost of any/all materials purchased by Jet-Tech Motorsport Limited and/or its Agents relating to the order prior to cancellation. Materials purchased directly in connection with the customers order will be charged at cost plus an additional 20% (of the invoice value) handling charge. A 15% (of the invoice value) handling charge will be levied for returns of incorrectly ordered goods or goods returned incomplete or damaged; the cost of the return of goods shall be at the customer's cost. A software license that has been activated cannot be cancelled.

11) DISCLAIMERS

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14) LAW

These terms shall be governed by and interpreted in accordance with the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English Courts. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

15) COMPLAINTS

If you have a complaint about our service or any goods or services you purchase from Jet-Tech Motorsport Limited their Agents or Representatives, then please contact us immediately at: info @ rotaxjetting.com. You will be contacted as soon as possible. All complaints will be dealt with in a fair and confidential manner.

16) CONTACT INFORMATION

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