### Conditions of use

These terms ("Terms") apply to all Products, Software and/or Services purchased by, on behalf of, or on behalf of the Customer. The legal person who agrees to buy the Products, Software and/or Services shall be bound by the Terms and Conditions. These Terms are subject to change without notice. The Customer agrees to the following Terms and Conditions:

**1. Definitions**

- **Product**: A product is defined as any item that is sold by Alvatex to the Customer.
- **Software**: Software is defined as any program or application that is provided to the Customer.
- **Services**: Services are defined as any service or support provided to the Customer.
- **Customer**: The Customer is defined as any individual or entity that purchases Products, Software, or Services from Alvatex.

**2. Exclusions**

- **Customer's Obligations**: The Customer shall be responsible for all costs associated with the use of the Products, Software, or Services, including any applicable taxes, duties, and fees.
- **Customer's Rights**: The Customer shall have all rights and privileges associated with the use of the Products, Software, or Services, subject to the provisions of the Agreement.

**3. Payment Terms**

- **Payment Terms**: The Customer shall pay for all Products, Software, and Services in advance, and Alvatex shall issue an invoice to the Customer upon delivery of the Products, Software, or Services.
- **Late Payment Fees**: The Customer shall pay all amounts owed in full and on time. Failure to pay on time shall result in a late fee, which shall be determined by Alvatex.

**4. Intellectual Property Rights**

- **Ownership**: Ownership of all Products, Software, and Services shall remain with Alvatex, and the Customer shall have no right to reproduce, distribute, or modify the Products, Software, or Services except as expressly authorized by Alvatex.

**5. Force Majeure**

- **Force Majeure Events**: Force majeure events include, but are not limited to, acts of God, war, strikes, surveys, and other circumstances beyond the control of Alvatex.

**6. Termination**

- **Termination**: Either party may terminate the Agreement upon written notice to the other party.

**7. Governing Law**

- **Governing Law**: The Agreement shall be governed by the laws of the State of [State], and any disputes arising out of the Agreement shall be resolved in the courts of [State].

**8. Entire Agreement**

- **Agreement**: The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, or agreements.

By agreeing to these Terms and Conditions, the Customer acknowledges and agrees to all of the provisions set forth herein.
ordini required by law on account of any other amount, whether by way of set-off or otherwise
3.5 Alvatek may invoice electronically and the parties agree to make the necessary arrangements to enable such electronic invoicing to take place.

Changes to Products, Software or Services

Changes in a Product, Software, or Service may occur after a Customer places an order but before Alvatek ships the Product or Software or performs the Service, and Products and Software or Services Customer receives might display minor differences from the Products, Software, or Services Customer orders but they will meet or exceed all material functionality and performance of the Products, Software or Services that were originally ordered.

Products

5.1 Alvatek shall deliver the Products to Customer's location as set out in the Order Documents. Delivery dates are non-binding and time for delivery is not of the essence. If no delivery dates are specified, delivery shall be within a reasonable time. Delivery of Products may be made in instalments. Alvatek shall not be liable for any loss (including loss of profits), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by Alvatek's negligence), nor will any delay entitle Customer to terminate or rescind the Agreement. Alvatek shall only be liable for any non-delivery of Products if Customer gives written notice to Alvatek within 7 days of the date when the Products would, in the ordinary course of events, have been delivered.

5.2 The Products shall be at the risk of Customer or its representative from the time of delivery. Alvatek retains all title to the Products until full payment for such Products is received by Alvatek from Customer. Therefore, until full payment is received, Customer will (1) hold the Products on a fiduciary basis as Alvatek's bailee and will not pledge or in any way change by way of security any interest thereby any of the Products, and (2) ensure that the Products remain readily identifiable as Alvatek's property. If Customer (3) destroy, delase, obscure any identifying mark or packaging or on relating to the Products, (4) maintain the Products in satisfactory condition and keep them insured, and (5) keep all proceeds from the sale or disposition of the Products, Customer shall hold such proceeds in trust for the benefit of Alvatek.

5.3 Customer shall inspect the Products to identify any missing, wrong damaged Products or packaging, and notify Alvatek of any such issues which would be apparent on reasonable inspection and testing of the Products within 7 days of delivery of the Products. Where the defect or failure would not be so apparent within 7 days of the date of delivery, Customer shall notify Alvatek in writing of any defects or other failure of the Products within a reasonable time. Customer shall not be liable for any costs or expense caused by Alvatek's negligence and Alvatek may:

5.4.1 store the Products until actual delivery and Customer shall be liable for all related costs and expenses (including without limitation storage and insurance); or

5.4.2 sell the Products at the best price readily obtainable (after deduction of all reasonable storage and selling expenses) charge Customer for any shortfall below the Price for the Products.

Services, Software provided by Alvatek in connection with the provision of the Services & Deliverables

6.1 Alvatek shall provide Services, Software, or Deliverables to Customer in accordance with the Service Documents. Alvatek may, at its option, propose to renew the Service and the Software licence by sending Customer an invoice or, subject to prior notification, continuing to perform the Services or make the Software available to Customer. Customer is deemed to have agreed to such renewal of the Service and Software licence by paying such invoice or its due date or by continuing to order Services or use the Software.

6.2 All intellectual Property rights embodied in the Materials and Deliverables shall belong solely and exclusively to Alvatek, its suppliers or its licensors except as expressly granted in this Agreement.

6.3 Subject to payment in full for the applicable Services, Alvatek grants Customer a non-exclusive, non-transferable, royalty-free right to use the Materials and Deliverables solely (1) in the country or countries in which Alvatek delivers the Services, (2) for its internal use, and (3) as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Documents.

6.4 Alvatek may cancel or suspend its performance of the Services or Customer's access or any user access to the Software provided by Alvatek in connection with the provision of the Services where Alvatek is required to do so by (1) law, (2) by order of a court of competent jurisdiction, or (3) when Alvatek has reasonable grounds to believe that Customer (or Customer's users) are involved in any fraudulent or other illegal activities in connection with the Agreement.

6.5 It may be necessary for Alvatek to carry out scheduled or unscheduled repairs or maintenance, remote patching or upgrading of the Software provided by Alvatek in connection with the provision of the Services and which is installed on Customer's computer system(s) ("Maintenance"), which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Software. Any degradation or interruption in the Software or Services during such Maintenance and/or due to Maintenance shall be credited or pro-rated to Customer.

6.6 Customer agrees that the operation and availability of the systems used for accessing and interacting with the Software provided by Alvatek in connection with the provision of the Services (including telephone, computer networks and the internet) or to transmit information can be unpredictable and may from time to time interfere with or prevent access to, use or operation of the Software. Alvatek shall not be liable for any such interference with or prevention of Customer's access to, use or lack of operation of the Software.

6.7 During the performance of the Services or in connection with Customer's use of the Software provided by Alvatek in connection with the provision of the Services, it may be necessary for Alvatek to obtain, receive, or collect data or information, including system specific data (collectively, the "Data"). Customer grants to Alvatek a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to:

6.7.1 use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely for the purposes set out in clause 6.7;
6.7.2 a licence to aggregate the Data with other data for use in an anonymous manner for Alvatek's marketing and sales activities, and
6.7.3 a right to copy and maintain such Data on Alvatek's servers (or the servers of its suppliers) during the term of this Agreement.

6.8 Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in connection with Alvatek's performance of the Services or Customer's use of the Software.

7. The Services purchased consist of repair of Alvatek-branded Products, such Services shall be those repair services that are necessary to fix a defect in materials or construction of and workmanship of the Product covered by the Agreement. Preventive maintenance is not included and Alvatek shall not be responsible for repairs of Alvatek-branded Products caused by problems with Software or Customer provided Third Party Products. Unless expressly stated in a Service Document, Services do not include repair of any Product or Product component that has been damaged as a result of (1) work carried out by anyone other than Alvatek or its representatives (2) accident, misuse, or abuse of the Product or Product component (such as, without limitation, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Alvatek or its representatives; (3) the moving of the Product from one geographic location or entity to another; or (4) an act of nature, including without limitation, lightning, flooding, tornado, earthquake, or hurricane. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

7.2 Customer authorises Alvatek to use or access any Customer provided Third Party Products as necessary or as requested by Customer in Alvatek's performance of the Services, including without limitation, copying, storing, and reinstalling a backup system or data. Customer shall defend, indemnify, and hold Alvatek harmless from any third party claim or action arising out of Customer's failure to provide such authorisation (including without limitation, obtaining appropriate licenses, intellectual Property Rights, or any other permissions, regulatory certifications, or approval associated with technology, software, or other documentation).

8.1 Software is subject to separate software licence agreements accompanying the software media and any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software.

8.2 In the absence of licence terms accompanying the Software, Alvatek grants Customer a non-exclusive licence to access and use the Software provided by Alvatek. Software provided or made available to Customer by Alvatek in connection with the provision of the Services may be used only during the term of the Services and solely as necessary for Customer to enjoy the benefit of the Services.

8.3 For Software provided by Alvatek in connection with the provision of the Services, the following clauses shall apply:

8.3.1 Customer may not: (1) copy (save for making a back up copy), adapt, licence, sell, assign, sublicense, or otherwise transfer or encumber the Software; (2) use the Software in a managed services arrangement; or (3) use the Software in excess of the authorised number of licensed software users, sites, or other criteria specified in the applicable Service Documents.

8.3.2 Customer is prohibited from (1) attempting to use or gain unauthorised access to Alvatek or to any third party's networks or equipment; (2) attempting to probe, scan, or test the vulnerability of Software or a system, account, or network of Alvatek or any of its customers or suppliers; (3) interfering or attempting to interfere with service to any user, host, or network; (4) transmitting unsolicited bulk or commercial messages; (5) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (6) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Alvatek (or Alvatek's suppliers') facilities used to deliver the Services.

8.4 Customer grants Alvatek, or an agent designated by Alvatek, the right to perform an audit of its use of the Software during normal business hours. Customer agrees to cooperate with Alvatek in such audit and to provide reasonable access to all records related to the use of the Software. The audit will be limited to verification of Customer's compliance with the terms of usage relating to such Software under this Agreement.

Warranty

9.1 Subject to clause 9.2, Alvatek warrants that Alvatek-branded Products shall (1) conform to their product specication and (2) be free from material defects for a period of 12 months from the date of the invoice ("Warranty Period") and (3) that Alvatek-branded spare parts shall be free from defects for 90 days from the date of delivery or for the remainder of the Warranty Period, if longer. Performance of any of the options set out at clause 9.3 below shall constitute an entire discharge of Alvatek's liability under the warranties given in this clause 9.

9.2 All warranties, conditions and other terms implied by law are to the fullest extent permitted by law, excluded from this Agreement.

9.3 Alvatek shall at its own discretion, repair or replace Alvatek-branded Products that do not comply with the warranties set out in clause 9.1 provided Alvatek is notified in writing of the alleged defect within 7 days of the time when Customer discovers or ought to have discovered the defect and in any event within the Warranty Period. If Alvatek elects to replace Alvatek-branded Products or parts pursuant to the warranties set out in clause 9.1, Alvatek shall deliver the replacement Products or parts to Customer at Alvatek's own expense at the address to which the defective Alvatek-branded Products were delivered and the legal, equitable and beneficial title to the defective Products or parts which are being replaced shall (if it has vested in Customer) vest in Alvatek. Customer shall make any arrangements as may be reasonably necessary to deliver up to Alvatek the defective Products which are being replaced and Alvatek shall be entitled to charge Customer if such defective Product or parts are not returned on request.

9.4 Alvatek warrants that the Services and Deliverables shall conform to the Service Documents and (2) the Services shall be performed with reasonable skill and care during the applicable service period.

9.5 Alvatek warrants that for a period of 90 days from the date of delivery Alvatek-branded Software will be capable of functioning in all material respects in accordance with the relevant specifications provided (1) Customer notices Alvatek of any error or defects in the Software within the 90 days period following the time when Customer discovers or ought to have discovered the error or defect and (2) Customer provides Alvatek with documented examples of such error or defect. Alvatek provides no assurance or warranty that the Software will be free from minor errors. Customer's sole remedy in respect of the warranty given in this clause 9.5 and Customer's sole remedy shall be the correction of any failure of the Alvatek-branded Software so that it functions in material respects in accordance with the relevant specifications.

9.6 Alvatek shall not be liable under the warranties given in this clause 9 in respect of
9.6.1 any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Avatek's instructions (whether oral or in writing), misuse or alteration, modification, adjustment or repair of the Products and/or Software without Avatek's approval;

9.6.2 if the total Price for the Products and/or Software has not been paid by the due date for payment;

9.6.3 for any Products, Software, Deliverables parts, materials or equipment not manufactured or produced by Avatek, in respect of which Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to Avatek to the extent that they are assignable by Avatek to Customer;

9.6.4 any Software, Deliverables and Products manufactured, produced or provided by Avatek pursuant to the Agreement in accordance with any design, specification, instruction or recommendation made to Avatek by Customer;

9.6.5 any type of defect, damage or wear specifically excluded by Avatek by notice in writing; and/or

9.6.6 if Customer makes any further use of the Products and/or Software after giving notice pursuant to clause 9.5.

9.7 Avatek does not warrant that the Products, Software, Deliverables or Services will function (1) with any specific configuration not provided by Avatek or (2) to produce a specific result even if the configuration or result has been discussed with Avatek.

9.8 Liability

10.1 Neither party excludes or limits liability to the other party for (1) death or personal injury resulting from negligence, (2) fraud or (3) fraudulent misrepresentation or (4) any other liability that cannot be excluded by law.

10.2 Neither party shall be liable for:

10.2.1 special, indirect or consequential loss or damages;

10.2.2 loss of profit, income or revenue;

10.2.3 loss of use of Customer's system(s) or networks;

10.2.4 loss of goodwill or reputation;

10.2.5 loss of, corruption of or damage to data or software; or

10.2.6 recovery of data or programs.

10.3 Avatek's total liability to Customer however arising out of or in connection with the Agreement whether for negligence or breach of contract or otherwise shall not exceed 125% of the Price payable by Customer under the Agreement for Products, Software, Deliverables and/or Services.

High Risk Activities

Customer acknowledges that the Products, Software, Deliverables and Services are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application in which the failure of the Products, Software, Deliverables or Services could lead directly to death, personal injury, or severe physical or property damage ("High Risk Activities"). Avatek expressly disclaims any express or implied warranty of fitness for High Risk Activities.

Confidentiality

Each party must treat all Confidential Information received from the other party as it would treat its own confidential information generally, but with no less a reasonable degree of care.

Indemnities

13.1 Avatek shall defend and indemnify Customer against any third-party claim or action that Avatek-branded Products, Software, Deliverables or Services prepared or produced by Avatek and delivered pursuant to this Agreement infringe or misappropriate that third party's Intellectual Property Rights enforceable in the country in which Avatek delivers and the Customer is authorised to receive such Products, Software, Services ("IPR Claim"). If Avatek receives prompt notice of an IPR claim that, in Avatek's reasonable opinion, is likely to result in an adverse outcome, Avatek shall at its option: (1) obtain a right for Customer to continue using such Products, Deliverables or Software or allow Avatek to continue performing the Services; (2) modify such Products, Deliverables, Software, or Services to make them non-infringing; (3) replace such Products, Deliverables, Software, or Services with non-infringing equivalents; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciation of pre paid refund for the allegedly infringing Product, Deliverable or Software.

13.2 Notwithstanding clause 13.1, Avatek shall have no obligation under clause 13.1 for any IPR Claim arising from (1) modifications of Avatek-branded Products, Deliverables, Software, or Services that were not performed by or on behalf of Avatek; (2) the combination, operation, or use of such Products, Deliverables, Software, or Services in connection with a third party product, software, or service (the combination of which causes the claimed infringement); or (3) Avatek's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Customer.

13.3 Clauses 13.1 and 13.2 set out Customer's sole and exclusive remedies for any IPR Claim.

13.4 Customer shall defend and indemnify Avatek against any third-party claim or action arising out of (1) Customer's failure to obtain any appropriate licence, Intellectual Property Rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer; or (2) associated with software or other components directed or requested by Customer to be installed or integrated as part of the Products, Deliverables, Software or Services; (3) Customer's breach of Avatek's proprietary rights as stated in this Agreement; or (4) any inaccurate representation regarding the existence of an export licence, or (5) any allegation made against Avatek due to Customer's breach or alleged breach of applicable export laws, regulations, or orders.

Termination

14.1 Either party may (without prejudice to any other rights or remedies it may have against the other party) terminate this Agreement by notice in writing immediately if the other party:

14.1.1 commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or

14.1.2 ceases, or threatens to cease, to carry on business or, becomes insolvent;

14.2 Avatek may terminate this Agreement with immediate written notice if Customer:

14.2.1 fails to pay undisputed sums properly due to Avatek in accordance with the Agreement;

14.2.2 Customer breaches or Avatek reasonably suspects Customer has breached export control laws;

14.2.3 Customer breaches any IPR obligations, warranties and indemnities set out in the Agreement.

14.3 On termination of this Agreement, all rights and obligations of the parties relating to the Products, Software and/or Services relevant to the specific Order Documents under the Agreement will automatically terminate except for rights of action accruing prior to its termination.

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Force Majeure
Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by any circumstances beyond a party’s reasonable control including, without limitation, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority ("Force Majeure Event") provided that the delayed party shall provide the other party with prompt written notice of such Force Majeure Event. The delayed party’s claims for performance shall be excused for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

Export Compliance
16.1 Customer acknowledges that the Products, Deliverables, Software, and Services provided under this Agreement, (which may include technology and encryption), (i) are subject to U.S. and European customs and export control laws, (ii) may be rendered or performed in countries outside the U.S. or Europe, or outside of the borders of the country in which Customer or Customer’s Products are located, and (ii) may also be subject to the customs and export laws and regulations of the country in which the Products, Deliverables, Software, or Services are rendered or received. Under these laws and regulations, Products, Deliverables, Software, and Services purchased under this Agreement may not be sold, leased or otherwise transferred to restricted end users or to restricted countries. In addition, the Products, Deliverables, Software and Services may not be sold, leased or otherwise transferred to, or utilized by, an end user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer agrees to abide by these laws and regulations.

16.2 Customer represents that any software provided by it and used as part of the Products, Deliverables, Software, or Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a licence. If Customer cannot make the previous representation true, Customer agrees to provide Alvatek with all of the information needed for Alvatek to obtain export licences from the U.S. government or any other applicable national government and to provide Alvatek with such additional assistance as may be necessary to obtain such licence. Notwithstanding the foregoing, Customer is solely responsible for obtaining any necessary licenses relating to the export of software. Alvatek also may require export sanctions from Customer for Software.

16.3 Alvatek’s acceptance of any order for Products, Deliverables, Software, or Services is contingent on the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Alvatek shall not be liable for delay or failure to deliver Products, Deliverables, Software, or Services resulting from Customer’s failure to obtain such license or to provide such certification.

16.4 Customer agrees to indemnify, defend and hold Alvatek harmless from any third party claims, demands, or causes of action against Customer’s breach or alleged breach of the applicable export laws.

Data Privacy
In this section 17, the terms “data controller”, “data processor”, personal data” and “processing” shall be as defined in the European Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“Directive”) as amended or superseded from time to time.

17.1 To the extent Customer and Alvatek are data controllers for the purpose of any personal data processed under or in connection with this Agreement, each party shall comply with the provisions and obligations imposed by the Directive to the extent required by that legislation of each party. As data controller, Customer confirms that it has obtained all necessary authorizations for lawful processing, prior to passing personal data to Alvatek.

17.2 To the extent Alvatek processes personal data as a data processor for Customer under or in connection with this Agreement, Alvatek shall ensure appropriate protection is in place to safeguard such personal data. Alvatek shall use its reasonable efforts to assist Customer to comply with its obligations, as data controller, to respond to requests for access to Customer personal data by individuals to whom the personal data relates, subject to the payment by Customer of Alvatek’s reasonable professional charges for the time engaged by Alvatek staff in so doing.

17.3 Customer authorizes Alvatek to collect, use, store and transfer the personal data Customer provides to Alvatek for the purpose of performing Alvatek’s obligations under this Agreement and for any additional purposes described, pursuant to the Agreement.

17.4 Alvatek may, in the normal course of business, make worldwide transfers of personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data. When making such transfers, Alvatek shall ensure appropriate protection is in place to safeguard personal data transferred under or in connection with this Agreement.

17.5 Alvatek shall not be liable for any claim brought by Customer or a data subject arising from any action or omission by Alvatek to the extent that such action or omission resulted from compliance by Alvatek with Customer’s instructions.

WEEE Compliance
Alvatek takes responsibility for compliance with the Waste Electrical and Electronic Equipment Directive 2002/96/EC ("WEEE"), including without limitation: reporting of equipment placed on the market, payment of SCO-free to the appropriate authority where required and take back of product at Alvatek provided collection facilities in accordance with WEEE as transposed in national legislation. Products deposited at collection facilities will be recycled by Alvatek in accordance with WEEE. Customer shall be responsible for returning products at its cost to Alvatek’s designated collection facilities as per Alvatek’s WEEE recycling programme.

General
19.1 Notices given under the Agreement must be in writing and shall be effective when delivered to the other party’s legal office at the address stated on Alvatek’s Invoice.

19.2 Neither party may assign or transfer this Agreement without the prior written consent of the other party.

19.3 This Agreement constitutes the entire agreement between the parties and each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in the
Agreement shall not expire or be void for fraud or fraudulent misrepresentation.

19.4 If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall not be null or void, but shall remain in full force and effect.

19.5 A waiver by either party of a breach of the Agreement or delay or failure to enforce a right under the Agreement shall not constitute a waiver of any subsequent breach of the Agreement.

19.6 A person who is not a party to the Agreement shall have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Agreement.

19.7 This Agreement and any non-contractual obligations shall be interpreted according to English law and the English courts shall have exclusive jurisdiction.


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