Geomarc Limited
11 Southbrae Gardens, Jordanhill
Glasgow G13 1UB, United Kingdom
www.geomarc.it - mail@geomarc.it

Geomarc

MODULO D'ORDINE SOFTWARE GEOCENTRIX

Prodotto	Descrizione	Edizione	Operazione	Prezzo (sterline inglesi)	Quantità	Totale (sterline inglesi)
Repute 2.5 + Re-Assurance	Calcolo di palificate + Manutenzione + supporto tecnico per 1 anno (dalla data di acquisto)	Standard (Std) - Site	Nuovo acquisto	2065.00		
		Professional (Pro) - Site	Nuovo acquisto	2400.00		
			Upgrade da v. 2.0 Pro	1500.00		
		Enterprise (Ent) - Site	Nuovo acquisto	2900.00		
			Upgrade da v. 2.0 Ent	1750.00		
			Upgrade da v. 2.5 Std*	1400.00		
			Upgrade da v. 2.5 Pro*	1050.00		
		Enterprise Network 1-user (Ent-WAN)	Nuovo acquisto	5900.00		
			Upgrade da v. 2.5 Ent Site*	3200.00		
Re-Assurance	Manutenzione + supporto tecnico annuale (per licenza)	Std/Pro/Ent - Site	Nuovo acquisto	400.00		
			Rinnovo (entro data scadenza)	360.00		
		1-user Ent-WAN	Nuovo acquisto	800.00		
			Rinnovo (entro data scadenza)	720.00		
Spese spedizione internazionale tramite corriere				50.00		
				TOTALE (sterline inglesi)		

** Escluso Re-Assurance*

MODALITA' DI PAGAMENTO

Bonifico bancario anticipato (*trasmettere contabile pagamento via email per pronta evasione della merce*):

Beneficiario: Geomarc Ltd, International House, 12 Constance Street, London E16 2DQ, Regno Unito

Banca: Lloyds TSB Bank, West London Business Express, PO Box 2135, Marlow SL7 3HG, Regno Unito

Estremi bancari: c/c n. 02534077, codice BIC/SWIFT: LOYDGB21058, codice IBAN: GB58LOYD30937902534077

TITOLARE LICENZA D'USO (the "Licensee")

Nominativo-Ragione sociale:				(the "Licensee")
Indirizzo fiscale:				
CAP:	Città ("Site"):		Prov.:	Nazione:
Tel:		Email:		
Indirizzo di spedizione (se diverso da quello fiscale):				
CAP:	Città:		Prov.:	Nazione:
Partita IVA:				

ACCETTAZIONE CONDIZIONI DI VENDITA E AUTORIZZAZIONE

Richiedo la fornitura della suddetta merce da parte del produttore (Geocentrix Ltd) alle condizioni di vendita riportate sotto e sul retro del presente modulo. Dichiaro di essere autorizzato dal titolare della licenza d'uso (the "Licensee") a firmare il presente modulo.

Nome e Cognome:		Ruolo:	
Firma:		Data:	

CONDIZIONI DI VENDITA

1. MODALITA' D'ORDINE: Inviare il presente modulo d'ordine (compilato e firmato) e la contabile di avvenuto pagamento a Geomarc via email.
2. MODALITA' DI PAGAMENTO: Bonifico bancario anticipato a favore di Geomarc (la merce sarà evasa solo dopo aver ricevuto contabile di avvenuto pagamento).
3. MODALITA' DI CONSEGNA: Tramite corriere internazionale entro 3 giorni lavorativi dalla data di formalizzazione dell'ordine, comunque seguendo la lista delle prenotazioni.
4. REPUTE RE-ASSURANCE: In aggiunta ai servizi di Geocentrix, include il supporto tecnico in italiano di Geomarc sul calcolo dei pali in gruppo (Boundary Element Analysis).
5. PROTEZIONE DATI PERSONALI: Ai sensi della L. 675/96 in materia di tutela dei dati personali, i dati forniti verranno utilizzati solo per i rapporti commerciali con Geomarc.
6. VARIAZIONI PREZZI: I prezzi riportati sono soggetti a variazioni senza preavviso.

LICENCE CONDITIONS FOR GEOCENTRIX SOFTWARE

1. Geocentrix Ltd is under no obligation to supply items ordered by the Licensee until such time as Geocentrix Ltd accepts the order (which it may do so by dispatching the items ordered) and has received payment in full for such items. If Geocentrix Ltd accepts the Licensee's order then, in consideration of the licence fee(s) paid by the Licensee, the Licensee shall have the right to use Geocentrix's software products ("the Software") upon the terms set out below.

2. The Software is licensed to the Licensee and not sold. The Licensee has an indefinite non-exclusive licence to run the Software subject to the following limitations of use. The Licensee shall not permit more than the number of persons indicated overleaf to use the Software at any one time. This licence is personal to the Licensee and accordingly the Licensee may not transfer it or sub-licence the Software to any third party. As is normal with software, the Software is not guaranteed to be bug or error free.

3. The Licensee's rights to use the Software depends on the type of licence purchased:
a) Site Licence permits the Licensee to run the Software on any one computer at a time at the Site/Postcode indicated overleaf. To allow the Software to run, the Licensee must connect a Geocentrix-supplied dongle to the relevant site computer. The Software may be used for commercial purposes.
b) Wide Area Network (WAN) Licence permits the Licensee to run the Software simultaneously on a number of computers, up to the number of licences purchased, within the Country indicated overleaf or, for a Global licence, in any country in the world. To run the Software, the Licensee must connect a Geocentrix-supplied dongle to, and install additional software on, a shared computer or server that is accessible across the Licensee's WAN. The Software may be used for commercial purposes.
c) Academic Licence permits the Licensee to run the Software on a number of computers, up to the number of licences purchased, at the Educational Establishment indicated overleaf. To run the Software, the Licensee must connect a Geocentrix-supplied dongle to, and install additional software on, a shared computer or server that is accessible across the Licensee's local area network. The Software may be use for academic or teaching purposes only

4. This licence does not permit the Licensee to copy the Software other than to run it which includes the right to make one copy for backup purposes. The Licensee may not adapt it nor modify it in any way nor reverse engineer it except to the extent that reverse engineering may not lawfully be prevented. The Licensee may merge the Software with other software only to the extent strictly necessary to integrate it into the operating systems used on the Licensee's computers. The Licensee must promptly update its copy and any backup copy of the Software upon receipt of any updated version or modification although there is no obligation on Geocentrix to supply any updated version or modification.

5. The Licensee must not alter or remove any copyright or other notice or trade mark or name from the Software or any materials accompanying it and must ensure inclusion of all such copyright and other notices, trade marks and names on any copy of the Software which the Licensee is permitted to make under this licence.

6. The Licensee must keep all copies of the Software and any accompanying materials secure, maintain proper records of their locations at all times and ensure that no third party gains access to them. The Licensee must keep the information contained in the Software and such accompanying materials confidential, save to the extent that such information is now or subsequently becomes public knowledge (except through breach of the Licensee's obligations under this licence); or if the Licensee can show that such information was known to the Licensee prior to receiving it directly or indirectly from the Software; or such information is disclosed to the Licensee by a third party free of any restrictions on disclosure and use.

7. Geocentrix may terminate this licence forthwith by a notice in writing if the Licensee commits any material breach of its provisions and in such case the Licensee must immediately cease to use the Software and must return all copies thereof together with all accompanying materials to Geocentrix certifying that the Licensee has done so. This licence will also terminate automatically if the Licensee purports to transfer it or to sub-license the Software to any third party.

8. THE LICENSEE MUST PROMPTLY COMPLY WITH ALL RECOMMENDATIONS, INSTRUCTIONS AND WARNINGS RELATING TO THE SOFTWARE FROM TIME TO TIME GIVEN TO THE LICENSEE BY GEOCENTRIX OR CONTAINED IN THE SOFTWARE OR THE ACCOMPANYING DOCUMENTATION, AND HAVE DUE REGARD TO THE LIMITATIONS ON THE USE OF THE SOFTWARE SET OUT IN SUCH DOCUMENTATION. IN PARTICULAR, WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING AND AS A CONDITION OF THIS LICENCE, THE LICENSEE MUST INDEPENDENTLY CHECK ALL RESULTS PRODUCED BY THE SOFTWARE AND USE PROPER PROFESSIONAL JUDGEMENT IN ASSESSING THEM.

9. Geocentrix does not exclude or limit its liability in respect of death or injury arising from its negligence, or in respect of wilful default or other matters for which it cannot lawfully exclude or limit its liability. Subject thereto, Geocentrix shall not be liable to the Licensee or to any other person, in contract in tort or otherwise, for any loss or damage whatsoever howsoever arising directly or indirectly from the supply, failure to supply, or use of the Software and in particular without limitation (subject as stated above) Geocentrix shall not be liable, in contract in tort or otherwise, for any consequential, special, indirect, or incidental loss including without limitation any loss of profit, business, revenue, goodwill, or anticipated savings arising as aforesaid. The Licensee shall indemnify Geocentrix accordingly.

10. The Licensee shall indemnify Geocentrix in full against all losses, costs, claims, and expenses whatsoever resulting directly or indirectly from any breach by the Licensee of any terms of this licence.

11. These Licence Conditions apply to the exclusion of all other terms and conditions whatsoever whether express or implied by law or otherwise. These Licence Conditions and every contract to which they apply shall be governed and construed in accordance with English law and the Licensee shall submit to the non-exclusive jurisdiction of the English Courts.

SERVICE CONDITIONS FOR SOFTWARE REASSURANCE AND SUPPORT

1. Geocentrix Ltd is under no obligation to supply services ordered by the Licensee until such time as Geocentrix Ltd accepts the order (which it may do so by performing the services ordered) and has received payment in full for such services. If Geocentrix Ltd accepts the Licensee's order then, in consideration of the fee(s) paid by the Licensee, the Licensee shall have the right to receive Geocentrix's services ("the Services") upon the terms set out below.

2. If the Licensee purchases Software ReAssurance, the Licensee shall be entitled to receive the benefits described under subclauses a, b, and c below (SUPPORT + MAINTENANCE + UPGRADES) for a period of 12 months from the date of order of Software Re-Assurance or, for a renewal of Software ReAssurance, for a period of 12 months from the date of expiry of the existing Software Re-Assurance period:

a. SUPPORT: Geocentrix will provide the Licensee with the following technical support services: free advice and assistance in installing and using the specified software via telephone, email, and the World Wide Web; such support to be provided during normal UK business hours. This technical support service does not include providing consultancy advice regarding issues not directly related to installation and use of the specified software.

b. MAINTENANCE: Geocentrix will provide the Licensee with all software updates produced by Geocentrix for the specified product (but without implying any obligation on Geocentrix to produce such updates); such updates to be provided free of charge; Geocentrix will make such updates available for download from its website.

c. UPGRADES: Geocentrix will provide the Licensee with all upgrades to new versions of the specified product (but without implying any obligation on Geocentrix to produce new versions); such upgrades to be provided free of charge; Geocentrix will make such upgrades available for download from its website.

3. If the Licensee purchases Technical Support only, the Licensee shall be entitled to receive the benefits described under subclause 2a above (SUPPORT) for a period of 12 months from the date of order of Technical Support or, for a renewal of Technical Support, for a period of 12 months from the date of expiry of the existing Technical Support period. For the avoidance of doubt, the Licensee shall not be entitled to receive the benefits described under sub-clauses 2b and 2c above (MAINTENANCE + UPGRADES) unless the Licensee purchases Software Re-Assurance.

4. Any Software supplied by Geocentrix is subject to separate licence conditions previously accepted by the Licensee.

5. These Service Conditions shall apply automatically to any subsequent renewal of Software ReAssurance, unless the Licensee and Geocentrix explicitely agree otherwise in writing.

6. These Service Conditions apply to the exclusion of all other terms and conditions whatsoever whether express or implied by law or otherwise. These Licence Conditions and every contract to which they apply shall be governed and construed in accordance with English law and the Licensee shall submit to the non-exclusive jurisdiction of the English Courts.