

Genius High Performance Computing

Terms and Conditions

Terms of sale for hardware, configured systems and related services, for business customers and private consumers.

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1. Seller, scope and interpretation

- 1.1 These terms govern purchases from Genius High Performance Computing. In these terms, “we”, “us” and “our” refer to Genius High Performance Computing.
- 1.2 These terms govern purchases of GPUs, components, workstations, servers, refurbished equipment and expressly agreed related services. ‘Goods’ means the hardware and accessories listed in your order confirmation. ‘Contract’ means the accepted order, its agreed specification and these terms. A quotation, enquiry acknowledgement or website shortlist is not itself a confirmed purchase.
- 1.3 A ‘business customer’ acts for purposes relating to a trade, business, craft or profession. A ‘consumer’ is an individual acting wholly or mainly outside those purposes, subject to the definition under applicable law. Tell us your purchasing capacity and destination when requesting a quotation. An inaccurate classification does not remove rights that the law gives you.

2. Contract documents and mandatory rights

- 2.1 The contract consists of the written order confirmation, any specification or statement of work expressly incorporated into it, the accepted quotation and the edition of these terms provided before acceptance. A specifically agreed provision takes priority over a conflicting general provision, but cannot override mandatory law or a consumer right that cannot lawfully be excluded.
- 2.2 We will provide the agreed documents in a form you can retain, normally by email. Save the equipment list, pricing, warranty schedule, delivery arrangements and any agreed amendments. Descriptions and assurances forming part of a consumer contract remain binding where required by law, even if not repeated in the order confirmation.
- 2.3 For business purchases, terms printed on your purchase order or procurement portal do not replace these terms merely because we receive them, unless we expressly accept them in writing. Any disagreement about applicable terms must be resolved before acceptance. Silence, an enquiry reference or an automated receipt does not signify agreement to additional procurement terms.

3. Quotations, availability and stock allocation

- 3.1 Website prices and availability help you assess a purchase. The quotation identifies the model, quantity, condition, installed specification, price, validity period and proposed delivery. Unless an offer expressly provides otherwise, stock is not reserved by submitting an enquiry, receiving an acknowledgement, adding an item to a list or requesting a callback.
- 3.2 An estimated availability date is our current expectation of supply, rather than a carrier booking or guaranteed delivery date. We will distinguish equipment allocated to your order from equipment awaiting confirmation. Before acceptance, we may update an expired quotation or correct an error, explaining any change so you can decide whether to proceed.

- 3.3 If we discover a material price or specification error after acceptance, we will contact you promptly and seek an agreed solution. We will not substitute different equipment or increase the accepted price without your agreement. If fulfilment is impossible, any cancellation and repayment will follow the contract and applicable law, including your rights to other remedies.

4. Placing and accepting an order

- 4.1 You may submit an order by accepting the written quotation or sending an agreed purchase order. A contract is formed when we issue a written order confirmation accepting it, or at another acceptance point expressly stated in the quotation. A payment request or deposit requirement will state how it relates to acceptance and stock allocation.
- 4.2 Before a consumer becomes bound, we will supply the legally required information, including seller identity, essential characteristics, total payable price, delivery arrangements, payment terms, cancellation information and relevant warranty details. We will not treat a consumer enquiry, support request or unchecked optional service as consent to purchase or to an additional charge.
- 4.3 You must have authority to place the order and provide accurate billing, delivery and contact information. For an organisation, identify the contracting entity and authorised contact. We may request information reasonably necessary to verify the purchaser, prevent fraud, satisfy lawful end-user checks or arrange payment, handling personal information under our Privacy Policy.

5. Equipment specification and suitability

- 5.1 The agreed specification identifies what is installed and included. For a server this may include chassis, GPU model and count, processors, memory, drives, controllers, networking, power supplies, cooling, rails and cables. A chassis capacity or supported GPU count is not a promise that every slot is populated. Optional accessories are included only when stated.
- 5.2 Tell us before acceptance about particular workloads, software compatibility, rack dimensions, power, cooling, networking and regulatory requirements on which you are relying. Where we agree to supply equipment suitable for a particular disclosed purpose, that agreement forms part of the contract. We do not guarantee an unspecified benchmark, model-training outcome or application performance figure.
- 5.3 Manufacturer images and diagrams may show accessories or configurations different from the quoted unit. The agreed description controls the supplied configuration, subject to any legally binding pre-contract information. We will seek your written approval for a material substitution. A compatible alternative is not automatically acceptable merely because its headline capacity or nominal performance is similar.

6. New, refurbished and secondary-market stock

- 6.1 Each offer will state whether equipment is new or supplied through our Secondary Market (Refurbished Stock) catalogue. Refurbished equipment may have prior use, non-original packaging and cosmetic signs of handling. Any known material defect, missing accessory, limitation or non-standard configuration must be disclosed before acceptance. Refurbished does not mean sold without obligations as to description or quality.
- 6.2 The agreed condition, configuration and any supplied test record determine the scope of the refurbished supply. Where inspection, diagnostics, memory checks, thermal or load testing are included, the offer or accompanying record will identify the applicable checks. A testing description does not imply a manufacturer certification, an accreditation or a particular laboratory standard unless expressly evidenced.
- 6.3 Our refurbished hardware carries an 18-month commercial warranty from delivery, subject to the warranty provisions below. This warranty is additional to mandatory rights and does not shorten a consumer's statutory protection. New-stock warranty duration, provider, geographic coverage and service level are confirmed for the particular equipment in the written offer; there is no universal five-year warranty.

7. Prices, VAT and other charges

- 7.1 Unless explicitly marked otherwise, catalogue prices are in EUR excluding VAT. Your offer will identify the applicable currency, net price, VAT treatment, delivery charges and other agreed costs. Any price range describes the configurations concerned; it is not authority to charge an unspecified amount. The accepted offer fixes the price for its agreed scope.
- 7.2 For private consumers, we will provide the total price including applicable taxes and all calculable compulsory charges before you commit. Where a charge cannot reasonably be calculated in advance, we will explain its basis. An ex-VAT catalogue label does not remove this obligation. Optional services require your express agreement and will not be added by default.
- 7.3 A VAT number or overseas address does not by itself establish entitlement to zero-rating, exemption or reverse charge. We may require appropriate evidence and will apply the legally correct treatment. Import duties, clearance fees and responsibility for import VAT must be stated in the offer; we will not leave the importer's role implicit or impose undisclosed compulsory charges.

8. Payment, deposits and credit terms

- 8.1 Payment methods, invoice due dates, deposit amounts and any balance milestones will be stated in writing. Unless credit terms are agreed, we may require cleared funds before releasing goods. Payments must be made to the account shown on our verified invoice. If bank details change, confirm the change with us through an independently established contact channel.
- 8.2 A deposit is credited against the purchase price. Its purpose and any lawful cancellation treatment must be disclosed before payment. We do not automatically treat every deposit as non-refundable. On cancellation, any deduction must have a contractual and legal basis, reflect recoverable loss where applicable, and must not override a consumer's statutory right to reimbursement.
- 8.3 For overdue business invoices, we may claim interest and reasonable recovery costs only where permitted by the agreed terms or applicable legislation. We will identify the overdue amount and basis of any charge. A genuine invoice dispute should be raised promptly, with the undisputed amount paid when due; this does not remove lawful rights of withholding or set-off.

9. Changes, cancellations and special orders

- 9.1 Changes to quantity, specification, delivery or services require written agreement. We will explain the effect on price, allocation and timing before proceeding. If you request a business cancellation after acceptance, we will consider work completed, non-cancellable commitments and reasonable steps to reduce loss. Any agreed cancellation charge will be explained rather than imposed as an unspecified penalty.
- 9.2 For special procurement or configured systems, the offer will identify any genuinely bespoke work and any business cancellation restrictions before acceptance. Ordering an uncommon model or selecting standard options does not automatically make a consumer purchase exempt from withdrawal rights. Any consumer exception must satisfy the applicable statutory conditions and be explained before the contract is concluded.
- 9.3 We may suspend or cancel performance where payment remains overdue after a reasonable notice, fulfilment would be unlawful, required licences are refused, or the other party commits a material breach that is not remedied within a reasonable notified period where remedy is possible. Repayment and compensation will be assessed under the contract and applicable law, not forfeited automatically.

10. Delivery arrangements and timing

- 10.1 The order confirmation will identify the delivery destination, agreed delivery term, estimated or committed timing and any special handling. Tell us about access restrictions, loading facilities, appointment requirements or installation dependencies before acceptance. Unless expressly included, delivery does not include rack installation, building works, electrical alterations, commissioning or removal of existing equipment.

- 10.2 We will notify you of a material expected delay and discuss the available options. An estimate will be described as an estimate; a date expressly agreed as essential will be treated accordingly. For consumers, where no other delivery period is agreed, delivery will be within 30 days of the contract, subject to applicable statutory rules and remedies for delay.
- 10.3 Split deliveries require the agreed arrangements or your consent where necessary, and we will identify which order lines are included in each consignment. We will not introduce extra compulsory delivery charges after acceptance without agreement. Carrier links may show operational estimates; they do not amend an agreed delivery obligation or replace your right to contact us about a missing shipment.

11. Risk, ownership and collection

- 11.1 For consumers, the risk of loss or damage normally passes when you, or a person you nominate other than the carrier, takes physical possession. If you independently commission a carrier not offered by us, different statutory rules may apply. We remain responsible for our delivery obligations; a carrier claim is not a reason to refuse a consumer's lawful remedy.
- 11.2 For business customers, risk passes at the point stated in the agreed delivery term. Where no different term is agreed, risk passes on delivery at the agreed destination. If an Incoterms rule is expressly incorporated, the offer must identify the rule, edition and named place. An Incoterms allocation does not itself determine ownership or override mandatory consumer protection.
- 11.3 Ownership of goods passes once we receive full payment for those goods, to the extent permitted by law. Before then, business customers must take reasonable care of them and identify them in their records. Any recovery of unpaid goods must follow lawful procedures; this clause does not authorise forced entry or interference with third-party property.

12. Receipt, inspection and transit issues

- 12.1 On receipt, check the consignment against the packing list and look for visible damage. Where practicable, record damage on the carrier's delivery document and retain photographs and packaging. Contact us promptly about damage, missing items or an incorrect model so that we can investigate, arrange safe handling and preserve available carrier evidence.
- 12.2 Business customers should inspect within a reasonable period and report discrepancies with the order reference, affected quantity and relevant serial numbers. Any agreed acceptance test must define the procedure and criteria in advance. A delivery signature confirms receipt; it is not conclusive proof that concealed defects do not exist or that equipment meets every agreed technical requirement.
- 12.3 For consumers, delayed reporting, opening packaging or signing a delivery note does not by itself waive statutory rights. We will not make a lawful remedy conditional on an arbitrary short notification window. Do not operate equipment that appears electrically or mechanically unsafe; contact us for instructions and keep the affected items available for reasonable assessment.

13. Installation, operation and customer responsibilities

- 13.1 Unless installation or commissioning is expressly included, you are responsible for a suitable operating environment and competent installation. Follow the manufacturer's requirements for power, earthing, airflow, liquid cooling where applicable, rack loading and environmental conditions. Tell us before purchase if you require assistance or if your installation has constraints that affect the equipment's suitability.
- 13.2 Maintain appropriate backups and operational resilience for your workloads. Before maintenance or return, back up information and remove data where practicable. If a fault prevents removal, discuss secure handling with us rather than attempting an unsafe procedure. These precautions do not transfer our responsibility for negligent work or exclude liability that the law does not allow us to exclude.

- 13.3 You are responsible for lawful use of the equipment and software you operate. Do not alter firmware, cooling or electrical arrangements contrary to applicable instructions unless the modification is authorised and appropriate. A modification affects warranty coverage only to the extent permitted by the warranty and law; it does not automatically extinguish every unrelated claim.

14. New equipment and manufacturer warranties

- 14.1 The written offer will specify the commercial warranty supplied with new equipment, including its duration, the warranty provider, coverage territory and the service type where relevant. Manufacturer warranty eligibility can depend on model, serial number, channel, registration and destination. We will not describe coverage as included unless it is available for the supplied equipment on the stated terms.
- 14.2 On-site service, advance replacement, response targets, extended support and software subscriptions are included only when expressly listed. A manufacturer's advertised maximum support period is not automatically the warranty for your unit. Where registration is required, we will explain the relevant steps and the responsibility for completing them as part of the agreed supply.
- 14.3 A manufacturer warranty is separate from our obligations as seller. Consumers may raise a statutory claim with us without first exhausting a manufacturer's process. For business customers, the agreed commercial warranty and applicable law govern the remedy. We will help identify the appropriate route and will not misrepresent third-party support as our own guaranteed service level.

15. The 18-month refurbished warranty

- 15.1 The 18-month refurbished warranty covers hardware faults arising in the supplied equipment during normal intended use, starting on delivery. It applies to the refurbished unit and included components identified in the order. Any specifically disclosed pre-existing limitation remains part of the agreed description, but does not excuse an unrelated fault or a failure to meet mandatory quality requirements.
- 15.2 After reasonable diagnosis, we will arrange repair, a suitable replacement or, where neither is reasonably available, an appropriate refund. A replacement must meet the agreed requirements; a materially different substitute requires your agreement. Assessment and remedy will be within a reasonable time, taking account of the equipment and its intended use, without overriding stronger statutory remedies.
- 15.3 The commercial warranty does not cover damage caused by misuse, accident, unsuitable power or cooling, unauthorised repair, or normal cosmetic wear, where the cause is established and the exclusion is lawful. We will explain any rejected claim. Such exclusions do not shorten statutory consumer rights, remove remedies for a fault present at delivery or excuse our own breach.

16. Support, diagnosis and return authorisation

- 16.1 Start a support request with the order reference, affected model, serial number and description of the fault. We may request relevant diagnostic information or reasonable checks that can be performed safely. We will identify the next steps, including whether the equipment needs to be returned, and provide the appropriate return address and handling instructions.
- 16.2 A return reference helps us route and identify equipment; it is not a condition that can remove a statutory cancellation or defect claim. Do not send equipment to an address taken from an old parcel without confirming it. Use suitable anti-static protection and secure packaging. Original packaging is helpful but is not mandatory for a consumer's lawful remedy.
- 16.3 We will explain responsibility for transport costs before arranging a return. For a valid consumer defect remedy, necessary costs are borne as required by law. For business warranty claims, the written warranty schedule governs agreed logistics. Any inspection fee for equipment found not faulty must be reasonable, disclosed and agreed where required; it is not automatically chargeable.

17. Consumer rights for faulty or misdescribed goods

- 17.1 Consumers are entitled to goods that meet the description, are of satisfactory quality and are fit for an agreed purpose, with the remedies provided by applicable law. These protections also apply to refurbished goods, taking account of the disclosed condition, age and price. A commercial warranty supplements these rights and does not replace or cap them at its expiry.
- 17.2 Where UK consumer law applies, goods that fail to conform may give rise to a short-term right to reject, normally within 30 days, followed by rights to repair or replacement and, in the circumstances prescribed by law, a price reduction or final rejection. Applicable rules concerning proof, timing, deductions and reasonable inconvenience govern the particular claim.
- 17.3 Where mandatory EU or other local consumer law applies, you retain its conformity guarantees, legal periods and remedies, including any protection more favourable than these terms. We do not limit an EU consumer's legal guarantee to the 18-month refurbished commercial warranty. A claim may be brought against us as seller; we will not require you to rely exclusively on the manufacturer.

18. Consumer withdrawal from distance purchases

- 18.1 If you are a consumer purchasing at a distance, you normally have 14 days to cancel without giving a reason, starting the day after you or your nominated recipient receives the goods. For one order delivered in separate lots, the period normally starts after receipt of the final goods. Any longer mandatory period or statutory extension remains available.
- 18.2 To cancel, send a clear statement identifying the purchase through our Contact or Support page, or reply to your order email. You may use the model cancellation form below but do not have to. Sending the statement before the deadline is sufficient. We will acknowledge it by email; a missing acknowledgement does not invalidate a notice validly sent.
- 18.3 Return the goods within 14 days after telling us you cancel, unless we agree to collect them. For a change-of-mind return, you bear direct return costs only if we told you before purchase. For goods unsuitable for ordinary post, we will provide the required return-cost information in advance. Faulty-goods remedies have separate cost rules and remain unaffected.

19. Consumer refunds and withdrawal exceptions

- 19.1 For a valid withdrawal, we will refund payments including the standard outward delivery charge within 14 days after receiving your notice. Unless we collect the goods, we may withhold reimbursement until we receive them or you provide evidence of return, whichever is earlier, where permitted by law. A premium delivery upgrade above our standard option need not be refunded.
- 19.2 Refunds use the original payment method unless you expressly agree otherwise, without a reimbursement fee. You may examine goods as you reasonably could in a shop. We may deduct only a legally permitted reduction in value resulting from handling beyond what is necessary to establish their nature, characteristics and functioning, where the required cancellation information was given.
- 19.3 Exceptions may apply to genuinely personalised or made-to-specification goods, sealed computer software once its seal is opened, and digital content or completed services only where the relevant statutory requirements are met. A standard server configuration is not automatically excluded. We will identify any applicable exception before acceptance and obtain any express consent and acknowledgement needed before early service or digital supply.

20. Software, firmware and subscriptions

- 20.1 Third-party software, firmware and subscriptions are subject to their applicable licences. Ownership of physical hardware does not transfer the developer's intellectual property or create a licence not included in the order. The quotation will identify supplied licences, subscription duration and any known activation or transfer restrictions relevant to the offered configuration.
- 20.2 Unless expressly included, application deployment, model licences, cloud services, operating-system support and ongoing update administration are outside the hardware supply. Where digital content or services are included in a consumer purchase, statutory information, conformity and update obligations remain applicable. We will not rely on a third-party licence to exclude an obligation imposed on us as seller.
- 20.3 Do not assume that an existing licence on a refurbished unit is transferable unless the offer confirms it. We will distinguish installed evaluation software from a paid licence. If activation, registration or account creation is required, the applicable requirements will be explained before purchase where material to use of the equipment.

21. Configuration and other agreed services

- 21.1 Configuration, installation, testing, consultancy or commissioning services must be described in an agreed scope, including deliverables, assumptions, dependencies, charges and any acceptance criteria. We will perform contracted services with the care and skill required by law. Work outside that scope requires agreement, including any revised price and schedule, before additional charges are incurred.
- 21.2 You must provide agreed access, information and facilities reasonably necessary for the work. If a dependency is unavailable, we will explain the effect and seek a practical revised plan. We will not treat every delay as permission to impose unagreed charges or to disregard a committed service obligation.
- 21.3 If a consumer requests that a service start during the cancellation period, we will obtain the necessary express request and provide the required information first. On cancellation, any proportionate charge or loss of a cancellation right applies only where the law allows it and the required conditions have been satisfied.

22. Export controls, sanctions and end-user checks

- 22.1 Hardware, software and technical information may be subject to applicable export, re-export, sanctions and end-use restrictions. We will assess the requirements relevant to the transaction. You must provide truthful information reasonably requested about the purchaser, consignee, destination, intended use and ultimate end user, and must not conceal a prohibited destination or transaction.
- 22.2 A transaction may require a licence, manufacturer approval or additional documentation. We will tell you about a material approval requirement and will not knowingly dispatch in breach of law. Any condition relating to such approval, its effect on timing and the treatment of payments must be explained in the offer rather than assumed after you have committed.
- 22.3 If lawful fulfilment becomes impossible, we will notify you and address cancellation and repayment under applicable law. Neither party is required to perform an unlawful act. You remain responsible for legal restrictions applying to your subsequent use or onward transfer; this clause does not create obligations under unrelated laws that do not apply to the transaction.

23. Commercial confidentiality and intellectual property

- 23.1 Business quotations, negotiated discounts, non-public stock allocations and technical proposals clearly identified as confidential, or reasonably understood to be confidential, must be used only to evaluate or perform the proposed purchase. A business recipient must take reasonable care and share them only with people who need them for that purpose and are subject to appropriate confidentiality duties.

- 23.2 Confidentiality does not cover information already lawfully public, independently developed or lawfully received without restriction. Disclosure is permitted to professional advisers, financiers and procurement personnel with a legitimate need, and where required by law or a competent authority. Nothing restricts reporting wrongdoing, seeking advice, enforcing legal rights or a consumer's lawful review of their experience.
- 23.3 Website content, branding and our original proposals remain the property of their respective owners. You may retain transaction documents for procurement, compliance and support. Use of manufacturer names describes the offered equipment and does not imply an authorised distribution relationship or endorsement unless we expressly state and substantiate that status.

24. Personal information and equipment data

- 24.1 We process purchaser and contact information to respond to enquiries, administer orders, arrange delivery and provide support, as explained in our Privacy Policy. We share necessary information with relevant service providers and manufacturers where justified for the transaction. A purchase does not constitute consent to unrelated marketing, and separate choices apply where required.
- 24.2 Where hardware is returned, agree any data-handling requirements before sending it. Repair or replacement may involve storage replacement, reset or reinstallation. We will explain a known need for such action and take reasonable care with equipment entrusted to us. A separate data-processing arrangement may be needed where a service involves processing personal data on your behalf.
- 24.3 We do not acquire rights to your datasets, models or business information merely because you buy or return hardware. Where access is necessary for an agreed service, its purpose and scope must be agreed. Data-protection duties and liability that cannot lawfully be excluded remain unaffected by backup recommendations or general warranty provisions.

25. Liability for business purchases

- 25.1 This section applies only to business customers and only to the extent lawful and reasonable in the circumstances. Subject to the non-excludable liabilities below and any different expressly agreed allocation, our aggregate liability arising from an order is limited to the total price paid or payable for that order. A separate negotiated liability provision takes priority where valid.
- 25.2 Subject to the same qualifications, we do not accept liability for a business customer's indirect or consequential loss, or for loss of profit, revenue, anticipated savings, commercial opportunity or goodwill. These exclusions do not excuse delivery of non-conforming goods or prevent a remedy that cannot lawfully be restricted. The nature of a claimed loss will be assessed under applicable law.
- 25.3 Before contracting, tell us if a failure could expose you to exceptional losses or if you require a different risk allocation, enhanced support or insurance-backed arrangements. Any agreed variation must be recorded in writing. We do not impose an unlimited customer indemnity for every third-party claim or use a general exclusion to evade fraud, negligence or a mandatory statutory duty.

26. Consumer liability and non-excludable obligations

- 26.1 For consumers, we are responsible for loss or damage that is a foreseeable result of our breach of contract or failure to exercise the care and skill required by law. We do not apply the business liability cap or business loss exclusions to a consumer purchase. Nothing in these terms removes your statutory remedies for goods, digital content or services.
- 26.2 For all customers, nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, a lack of title where liability cannot be excluded, or any other responsibility that the law prohibits us from excluding or limiting. Every exclusion, cap and qualification in this document is subject to this overriding provision.

- 26.3 Each party must take reasonable steps to avoid unnecessary loss where the law requires it. We will consider claims on their facts and will not make a mandatory remedy conditional on buying additional support. A manufacturer disclaimer, carrier condition or third-party agreement does not reduce our own obligations to you where the law makes them non-transferable.

27. Events beyond reasonable control

- 27.1 A party affected by an event beyond its reasonable control must notify the other promptly, explain the expected effect and take reasonable steps to reduce disruption. Relevant events may include natural disasters, serious transport interruption, government restrictions or widespread infrastructure failure. Ordinary price movements, avoidable procurement failures or lack of funds are not automatically such events.
- 27.2 We will discuss revised timing or alternative fulfilment where practicable. A replacement specification or extra charge still requires agreement. This section does not suspend a consumer's statutory cancellation, delivery or refund rights, excuse a duty already breached before the event, or permit retention of payment for goods that will not lawfully be supplied.
- 27.3 If disruption continues so that the agreed purchase can no longer reasonably be completed, either party may seek termination of the affected part on reasonable notice, subject to applicable law and any agreed specific provision. We will account for undelivered goods and unperformed services, including repayment where due, rather than impose an indefinite extension.

28. Complaints, notices and dispute resolution

- 28.1 Contact us through the Contact or Support page, or reply to your transaction email, with the order reference and the issue you want resolved. We will acknowledge the complaint and investigate, seeking additional information where reasonably needed. A request for clarification does not pause a statutory deadline or require you to give up another available remedy.
- 28.2 Operational notices and agreed amendments may be sent to the contact address used for the order, with a copy retained. Formal legal notices must use the seller's confirmed service address or another method permitted by law. Changes to contact information should be communicated promptly. We will not rely solely on a general website update to amend an existing purchase.
- 28.3 We will seek to resolve disputes directly before court proceedings where appropriate. Any alternative dispute resolution arrangement will be identified when relevant, including whether participation is required or agreed. Nothing requires a consumer to use private arbitration, prevents access to a competent court or removes rights to complain to a regulator or consumer authority.

29. Applicable law and general provisions

- 29.1 The written offer may identify an expressly agreed governing law and competent forum. In the absence of a valid agreement, these are determined by applicable law. For consumers, any choice of law or forum cannot remove mandatory protections or the right to bring proceedings in a court available under the applicable consumer jurisdiction rules.
- 29.2 Neither party may transfer its contractual obligations in a way that unlawfully reduces the other's rights. If we transfer an order to another entity, we will notify you and obtain consent where required. Subcontracting delivery or technical work does not relieve us of responsibility for the performance we owe you under the contract.
- 29.3 If a provision is unenforceable, the remaining provisions continue only to the extent lawful; the invalid term is not automatically rewritten to our advantage. A failure to enforce a provision once is not a permanent waiver. A new edition applies to future purchases and changes an existing contract only by valid agreement or where the law permits.

30. Model consumer cancellation form

- 30.1 Complete and send this form only if you wish to withdraw from a purchase for which a cancellation right applies. It is optional: any clear cancellation statement is sufficient. Send it through our Contact or Support page, by replying to your order email, or to the seller's confirmed postal address supplied with your contract.
- 30.2 To: Genius High Performance Computing. I hereby give notice that I withdraw from my contract of sale for the following goods or services: [description]. Order reference: [reference]. Ordered on: [date]. Received on: [date]. Consumer name: [name]. Consumer address: [address]. Date of notice: [date]. Signature: [only if submitted on paper].
- 30.3 Keep a copy of your notice and any evidence of sending or return. Contact us to confirm the appropriate return address; do not delay sending your cancellation statement while awaiting logistics instructions. We will provide any transaction-specific information required by the applicable cancellation rules, including the address and arrangements for returning equipment.