

CRYSTAL SIGMA LTD –TERMS & CONDITIONS OF SALE

1. INTERPRETATION

1.1 The following terms shall be defined as follows:

Buyer:	The person whose order for the Goods is accepted by Crystal Sigma Ltd (Company registration number 04902311);
Contract:	Each binding agreement for the supply of Goods;
Goods or Services	The goods or services described in the most recent Crystal Sigma Ltd quotation unless otherwise agreed in writing.
Insolvency Event	An Insolvency Event means a receiver or manager is appointed over any assets of the Buyer, or an application to Court or a notice on intention to appoint an administrator is issued or made in respect of the Buyer, or a winding up against the Buyer is petitioned or made, or the Buyer goes into voluntary liquidation or calls a meeting of, or makes an arrangement or a composition with, creditors or any petition or order in bankruptcy against the Buyer is presented or made.
“Crystal Sigma Ltd”, “us”, “we” or “the seller”	Crystal Sigma Ltd

1.2 Words and phrases in the Contract like “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words.

2. CONTRACTS

2.1 A contract shall be made between Crystal Sigma Ltd and the Purchaser upon receipt of an order placed (whether orally or in writing) by the Purchaser and thereupon the parties shall be bound. No modification of these Conditions shall be binding upon the Company unless otherwise stipulated herein or agreed to in writing by the Managing Director. No terms, conditions or warranties put forward by the Purchaser’s order or howsoever otherwise will be binding.

3. PAYMENT, CHARGES, INTEREST

3.1 The price and/or supply of Goods/Services shall be as per the most recent quotation, unless otherwise agreed in writing. Payment of the deposit indicates acceptance of the price.

3.2 The price and other sums payable shall be exclusive of any applicable VAT or other taxes and duties, which shall be payable in addition.

3.3 Crystal Sigma Ltd may invoice for the goods when they are collected or delivered at the premises specified by the Purchaser. Invoices shall become due for payment on receipt of the invoice, without reduction or deferment on account of disputes of cross claims. If they are not so paid the Company may charge interest at the rate of 3% above the current bank rate per annum.

4. DELIVERY AND ACCEPTANCE

4.1 Times for delivery or performance by Crystal Sigma Ltd are estimates only and, except by operation of law or as otherwise agreed; time shall not be of the essence.

4.2 The Company will arrange for delivery of the goods at the expense of the Purchaser, by its own transport or by an independent carrier to such destination in the United Kingdom as has been notified to the Company by the Purchaser, and shall invoice the Purchaser in respect of the cost of such carriage. The provision of the above payment clause, in respect of the time of payment and the charging of interest shall also be applied to such invoice. The Company reserves the right to deliver any goods in instalments.

4.3 The Company will endeavour to meet delivery dates, but shall be under no liability of any and if it fails to meet such dates whatever the cause failure and whether such cause is under the Company’s control or not.

5. TRANSFER OF PROPERTY AND RISK

5.1 Ownership of the goods shall remain with the Company until the goods have been paid for in full, in accordance with the terms of this Contract.

5.1.1 If payment is overdue whether in whole or part Crystal Sigma Ltd may, without prejudice to any other right or remedy, recover the goods and resell the same and enter the Purchaser’s premises to retake the possession of them for that purpose.

5.2 Risk of loss or damage to the Goods shall pass to the Buyer at the time of delivery or collection.

5.3 If:

5.3.1 payment of the price of the Goods or services or any other of the said sums due becomes overdue;

5.3.2 Crystal Sigma Ltd exercises any right to terminate the Contract; or

5.3.3 any Insolvency Event occurs or Crystal Sigma Ltd has bona fide doubt about the solvency of the Buyer;

Crystal Sigma Ltd shall be entitled upon demand to the immediate return of all the Goods which remain in the ownership of Crystal Sigma Ltd and the Buyer irrevocably authorises Crystal Sigma Ltd to recover such Goods and any documentation relating to them and for that purpose to enter any location of, or under the control of, the Buyer. Demand for, or recovery of, the Goods shall not of itself discharge (a) the Buyer's liability to pay the price of the Goods or Services or (b) prevent Crystal Sigma Ltd from maintaining an action for the price of the Goods or affect or any other rights of Crystal Sigma Ltd under the Contract, and the Buyer's right to resell the Goods shall automatically cease.

6. EXCLUSIONS OF LIABILITY

6.1 If the Buyer validly rejects any of the Goods and or services or any of them do not conform to any applicable statutory or other warranties or other terms, Crystal Sigma Ltd will, as its option, repair or replace those Goods or make, so far as is fair. If Crystal Sigma Ltd complies with this obligation, it shall have no further liability in respect of, or arising from, such non-conformity.

6.2 Crystal Sigma Ltd shall not in any circumstances be liable to the Purchaser in respect of any consequential loss (including loss of profit) howsoever arising which the Purchaser may suffer by reason of any default by the Company except where such consequential or indirect loss or damage is caused by the wilful act or default of the company its servants or agents.

6.2.1 The term "however arising" covers all causes and actions giving rise to liability of Crystal Sigma Ltd arising out of or in connection with the Contract and/or the Goods or services (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Contract or after its entry), negligence or other tort, breach of statutory duty, renunciation, repudiation or other breach of contract, restitution or otherwise; (ii) whether arising under an indemnity (if any); (iii) whether caused by any total or partial failure or delay in supply of the Goods or defective Goods; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.

6.3 The exclusions and limitations of liability contained in these terms and in the Contract shall apply regardless of whether the loss or damage was foreseeable or whether the Buyer notifies Crystal Sigma Ltd of the possibility of any greater loss or damage, but shall not apply to the extent prohibited or limited by law and, in particular, nothing in the Contract shall affect liability for death or personal injury caused by negligence or for fraudulent misrepresentation or other fraud.

6.4 Crystal Sigma Ltd shall not be liable to the Buyer for any claim unless made with reasonable details in writing to Crystal Sigma Ltd without unreasonable delay and in any event no later than 3 months, or such longer period as may be reasonable in the circumstances, after the date the claimable event first came (or ought reasonably to have come) to the Buyer's notice.

7. DESCRIPTION OF GOODS AND VARIATIONS

7.1 Illustrations, photographs, drawings, blueprints, descriptions and general literature relating to any Goods supplied will not necessarily conform in all respects with those shown in those illustrations or literature. Any/all technical drawings and/or specifications provided by Crystal Sigma Ltd are for the Purchasers guidance only and may be varied unless specifically confirmed by Crystal Sigma Ltd.

8. FORCE MAJEURE

8.1 Crystal Sigma Ltd shall have the right to suspend delivery and/or cancel or reduce the volume of the Goods or services to be supplied and shall not be liable in any way for loss, damage or expense arising directly or indirectly from this, or any other failure or delay in Crystal Sigma Ltd's performance of the Contract, to the extent that this has been caused by any circumstance beyond Crystal Sigma Ltd's reasonable control, including industrial disputes (whether or not involving employees of Crystal Sigma Ltd) or failure or delays by Crystal Sigma Ltd's suppliers.

9. ENTIRE AGREEMENT

9.1 This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter.

9.2 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.

10. SUSPENSION

10.1 If the Purchaser defaults over payment of any sum under this agreement as and when it becomes due or if the Purchaser is in breach in any respect of any other provisions herein contains the Company shall in addition to an and all other rights have the right with or without notice to suspend all further services and deliveries until the breach is made good.

11. GOVERNING LAW AND JURISDICTION

The Contract shall be construed in accordance with the law of England and Wales. The parties submit to the jurisdiction of the Courts of England and Wales.

