



## Terms and Conditions

All Crystal Galleries products and services are supplied on the understanding that the purchaser agrees to the following conditions. The conditions set out below form the basis of the contract between us and override any other conditions.

### 1. Definitions

In these conditions (unless the context otherwise requires):

- Company/Us/We/The Seller means Crystal Galleries Limited.
- Buyer/you means the person, or Company buying the goods from Crystal Galleries Limited
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the goods.

### 2. Quotations

- You may request a Quotation from Us setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to you, you can order within 30 days without the prices changing. After 30 days, we will need to recalculate the quotation as sometimes costs change.

### 3. Acceptance

- If any instruction (written or verbal) is received by the Company from You for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, then our terms and conditions are definitive and binding.

### 4. Price

- The 'Price' shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/or services supplied.
- Time for payment for the products and/or services will be stated on the invoices and quotations. If no time is stated then payment shall be in accordance with our terms set out in section 5.
- The Buyer agrees that the cost Price shall be determined by the Company and that our cost price takes into consideration "one-off" costs such as design and production.
- The Company reserves the right to implement a surcharge for alterations to specifications and number of products after the order has been placed.
- Buyer shall be responsible at its cost and risk for shipment of any returned or defective goods to the place specified.
- Tools made for the manufacture of the goods to be supplied remain the property of the Crystal Galleries even though the buyer may be charged with a sum in respect of such tools.

### 5. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- We accept payment by cash, cheque, by bank or building society cheque, by credit card, or by any other method as agreed to between the Buyer and the Company.
- Subject to any provision to the contrary in the Contract, payment shall be received with 30 days net, following the date of the Company's invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.
- Accounts in arrears or customers that pay on a pro forma basis, will be asked to settle their invoice in full before the order will be despatched.
- Late payments incur interest at the rate of 8% above the Bank of England base rate. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.
- Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.
- In the event that:

- any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or
- the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law

the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

## 6. Cancellation

- You may not cancel the contract without the seller's written consent. No returns will be accepted without authorisation from a representative of the seller. Goods returned to the seller without such authorisation will be returned carriage forward. A restocking fee of 25% of the value of the returned items will be charged for goods that are despatched and subsequently returned. Returned items must be un-engraved and returned within 30 days in an undamaged condition in order for an account credit to be applied.
- Paid for samples must be returned within 60 days in order to be eligible for a credit equivalent to the cost of the sample
- We reserve the right to apply a cancellation charge equivalent to the costs incurred up until the date of the cancellation

## 7. Carriage and Despatch

- Carriage will be charged on all orders unless agreed prior to an order being placed.
- Express orders will be subject to an additional charge.
- Carriages charges are subject to change since the cost is based on weight and dimensions of the item despatched.
- Crystal Galleries accept no responsibility for late delivery if the failure is beyond our control.
- In instances where delivery is refused, we will endeavour to contact you and arrange redelivery. Where this not possible, it may be necessary for you to arrange collection from the courier directly.
- Whilst every effort is made to meet delivery requirements, time shall not be of the essence in the contract unless specifically agreed.
- Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract.
- All claims for damage to, or partial loss of goods in transit must be submitted in writing to the seller within 3 days of delivery. In the case of non-delivery of the whole consignment, claims must be submitted in writing to the seller within 3 days of receipt by the buyer (or buyer's agent) of notification of despatch of the goods. In the absence of a claim within the terms mentioned above, the goods shall be deemed to have been delivered in accordance with the contract. Any dispute made in respect of invoices must be in writing within 14 days of the invoice date.
- Liability for the goods shall pass to the buyer upon despatch.

## 8. Dispute resolution

- The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings.
- Any such attempt is without legal prejudice.

## 9. Reservation of title

- Ownership and title of the goods remains with The Company until the purchased price and **all** other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

## 10. Liability

- The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.
- Crystal Galleries Limited reserves the right to amend all prices and specifications without prior notification, although every attempt will be made to give reasonable notice whenever possible.
- Many of the products supplied by Crystal Galleries Limited are handmade and may, therefore, include slight inconsistencies in shape and size. They may also contain small air bubbles which are in fact the hallmark of a truly individual piece of handmade crystal. Only goods that are deemed to be of merchandisable quality will be supplied. The right is reserved to offer an alternative to the standard product when the original item is not available. In these circumstances the replacement item is guaranteed to be of similar or better quality than the standard item. All sizes and weights are approximate as many of the products we offer are handmade and may vary as a result.

- The products featured in the Crystal Galleries Limited catalogue are intended to illustrate the effect of the items with engraving and do not necessarily mean that they have been supplied or endorsed by the company featured.
- Samples are charged for unless otherwise agreed in advance. If they are returned within 30 days, a credit note will be raised, however postal and carriage charges will remain payable. Customised samples are non-returnable.
- The seller shall not be liable for:
  - failure to perform any obligation hereunder if such failure is caused by circumstances beyond the seller's control or
  - Delay, howsoever caused in performing any obligation hereunder, nor for any costs, losses or damages howsoever arising from any such delay.
- The seller shall not be liable for any loss, injury or damage arising directly or indirectly from the use, application or storage of the goods. Without prejudice to the above, the seller will be prepared to consider claims concerning the quality of the goods provided that such claims are notified to the seller within 7 days of the receipt of goods by the buyer and are limited to the value of the invoice value of the goods. No guarantees are offered on battery life whatsoever.
- When goods are made or adapted by the seller in accordance with the buyer's specifications, the buyer shall indemnify the seller against all costs, claims and expenses incurred by the seller in respect of the infringement by such goods of any patents, register designs, trademarks or other such rights belonging to third parties.
- The seller does not guarantee the suitability of the goods for any specific purpose.
- Where the goods comprise or include the buyer's own materials, the seller shall not be liable for any damage to such material however caused during the course of manufacturing, processing or finishing by the seller.

#### **11. Client Provided Stock**

- We cannot accept any responsibility for stock provided by you whilst in transit to our premises.
- Once received, we agree to notify you of any discrepancy in the number or items sent, the description of the item sent and of any damage whilst in transit.
- Responsibility passes back to the seller upon dispatch from our premises.

#### **12. Warranty**

- The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

#### **13. Information and Data**

- Any information and data provided by the seller to the Company and used by the Company directly or indirectly in the performance of this Agreement shall remain at all times the property of the seller. It shall be identified, clearly marked and recorded as such by the Company on all media and in all documentation.
- The Company shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the data and information.
- The Company agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in (as amended from time to time):
  - The Data Protection Act 2018
  - The Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998
  - The Consumer Protection Distance Selling Regulations 2000
- Unless specifically notified by the seller, it is agreed that all data acquired by Company from the seller shall only be used for the purposes of this agreement and in connection with the Company's marketing and promotional purposes.

#### **14. Third Parties**

- This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

#### **15. Waiver**

- It is agreed that that any failure or delay by the Company to exercise any rights under this agreement will not be deemed as a waiver of those rights nor will it preclude the Company from exercising enforcements of its rights in the future.

**16. Governing laws**

- These Terms of Trade will be interpreted in accordance with English Law, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.