



## ***CONDITIONS OF SALE***

**1. GENERAL** All quotations are made and all orders are accepted and goods sold and service and advice rendered only to these Conditions and to the exclusion of any Conditions of Purchase. Any variations in these Conditions must be expressly accepted by us in writing.

**2. DELIVERY** Times quoted for delivery are to be treated as estimates only and we shall not be liable for failure to deliver within such time. Whether a time for delivery be quoted or not the time for delivery shall be extended by a reasonable period if delay in delivery is caused by anything beyond our control. Any special delivery requirements must be notified to us at the time of placing an order. A charge will be made to cover delivery of goods unless previously agreed in writing.

**3. LOSS OR DAMAGE IN TRANSIT** Notification of loss or damage in transit must be made within three days of delivery. In the case of non-delivery notification must be made within seven days of receipt of our invoice.

**4. PACKING** We reserve the right to add to the price a reasonable charge for packing.

**5. PRICES** Unless otherwise agreed the price of the goods shall be that ruling on the date of despatch. Value Added Tax at the standard rate ruling at the time of despatch is chargeable where applicable. If you require any additional test to be undertaken or Certificates of Conformity to be issued these may be charged separately.

**6. PAYMENT** Unless otherwise agreed or notified by Crystran in writing payment in full is due 30 days from the end of the month of invoice date.

**7. CANCELLATION** Orders may not be cancelled without prior written agreement which can be subject to payment of a cancellation charge.

**8. TRANSFER OF PROPERTY** The property in all materials shall not pass from the seller to the buyer until full payment for such materials has been made.

**9. RISK** All materials are at the Buyer's risk from deliveries of such materials to the Buyer.

**10. LIABILITY** The goods are sold and service, information and advice rendered on the understanding that you are solely responsible for determining the suitability of the goods for the purpose for which you intend to use them. We cannot accept the request "as previously supplied on an order" as binding. Accordingly our liability for any loss or damage suffered by you and arising by reason of defects in the goods or otherwise howsoever shall be limited to the invoice price of the goods in respect of or in relation to which loss or damage is claimed. Notification of any defects in the goods must be made to us in writing within 21 days from the date of receipt giving full details and when required by us the goods must be returned for inspection. Our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods and save as provided in this clause we shall not be under any liability, whether in contract, tort, breach of statutory duty or otherwise in respect of defects in goods delivered for any injury (other than death or personal injury caused by our negligence as defined in the Unfair Contract Terms Act 1977) damage or loss resulting from such defects or from any information, service or a device rendered by us or our employees or agents.

**11. CUSTOMER'S OWN MATERIAL** Customer's own material free issued to Crystran Ltd for processing is carried out at the customer's risk of damage or loss to that material.

**12. FORCE MAJEURE** Neither party shall be liable to the other for any failure to fulfil its obligations under the contract if such a failure is caused by circumstances beyond its reasonable control.

**13. HEALTH & SAFETY** You must take precautions during the handling usage and storage of the goods in accordance with all available information concerning the goods.

**14. PATENTS** We give no warranty that the use or sale of any goods supplied by us will not cause you to infringe any letters patent or other intellectual property rights.

**15. LAW** An order or contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English courts. English law shall be the proper law of the contract.

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### **CRYSTRAN LTD**

1, Broom Road Business Park, Poole, BH12 4PA, UK  
TEL: +44 (0)1202 307650      FAX +44 (0)1202 307651  
Email: sales@crystran.co.uk      www.crystran.co.uk  
Registered in England No. 2863378      VAT GB619 6814 12