

AEL Crystals Limited Terms of Trading		6.1.4	you may use those goods and sell them in the ordinary course of your business, but not if: a. we revoke that right (by informing you in writing); or b. you become insolvent.	10.2	The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
1 Price		6.2	You must inform us (in writing) immediately if you become insolvent.	10.3	Unless otherwise agreed, the goods are supplied ex works Crawley.
1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.		6.3	If your right to use and sell the goods ends you must allow us to remove the goods.	10.4	Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
1.2 Our quotations lapse after 30 days (unless otherwise stated).		6.4	We have your permission to enter any premises where the goods may be stored:	10.5	You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
1.3 The price quoted excludes delivery and packaging (unless otherwise stated).		6.4.1	at any time, to inspect them; and	10.6	We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).
1.4 Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.		6.4.2	after your right to use and sell them has ended, to remove them, using reasonable force if necessary.	11 Cancellation	
1.5 Rates of tax and duties on the goods will be those applying at the time of delivery.		6.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	11.1	If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
1.6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.		6.6	You are not our agent. You have no authority to make any contract on our behalf or in our name.	11.2	We may suspend or cancel the order, by written notice if: 11.2.1 you fail to pay us any money when due (under the order or otherwise); 11.2.2 you become insolvent; 11.2.3 you fail to honour your obligations under these terms.
2 Delivery		6.7	Title to the intellectual property rights in the goods or associated with them (including copyright, trademarks, design rights and patents) remains with us and you must not infringe those rights.	11.3	You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 11.1 then apply).
2.1 All delivery times quoted are estimates only.		7 Warranties		12 Waiver and variations	
2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:		7.1	We warrant that the goods (as long as you comply with clause 7.3):	12.1	Any waiver or variation of these terms is binding in honour only unless: 12.1.1 made (or recorded) in writing; 12.1.2 signed on behalf of each party; and 12.1.3 expressly stating an intention to vary these terms.
2.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and		7.1.1	comply with their description on our acknowledgement of order form;	12.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
2.2.2 if you cancel the contract, you can have no further claim against us under that contract.		7.1.2	are free from material defect at the time of delivery and (if properly used and maintained under normal conditions and within their stated capacity) will remain so for 12 months from the date of delivery.	13 Force majeure	
2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).		7.2	We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	13.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
2.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.		7.3	If you believe that we have delivered goods which are defective in materials or workmanship, you must: 7.3.1 inform us (in writing), with full details, as soon as possible; and 7.3.2 allow us to investigate (we may need access to your premises and product samples).	13.2	Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
3 Delivery and safety		7.4	If the goods are found to be defective in material or workmanship (following our investigations, and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods or refund the price.	14 General	
3.1 We may decline to deliver if:		7.5	We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.	14.1	English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
3.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or		7.6	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £1,000,000.	14.2	If you are more than one person, each of you has joint and several obligations under these terms.
3.1.2 the premises (or the access to them) are unsuitable for our vehicle.		7.7	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.	14.3	If any of these terms are unenforceable as drafted: 14.3.1 it will not affect the enforceability of any other of these terms; and 14.3.2 if it would be enforceable if amended, it will be treated as so amended.
4 Risk		7.8	Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.	14.4	We may treat you as insolvent if: 14.4.1 you are unable to pay your debts as they fall due; or 14.4.2 you (or any item of your property) become the subject of: a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); b. any application or proposal for any formal insolvency procedure; or c. any application, procedure or proposal overseas with similar effect or purpose.
4.1 The goods are at your risk from the time of delivery.		8 Specification		14.5	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents (including any indication of technical performance, dimensions, capacity, output, consumption or weight) form no part of any contract between us and you should not rely on them in entering into any contract with us.
4.2 Delivery takes place either:		8.1	If we prepare the goods in accordance with your specifications or instructions:	14.6	Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
4.2.1 at our premises (if you are arranging carriage); or		8.1.1	you must ensure that the specifications or instructions are accurate;	14.7	No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
4.2.2 at your premises (if we are arranging carriage).		8.1.2	you must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and	14.8	The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either: 14.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or 14.8.2 which expressly state that you may rely on them when entering into the contract.
4.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within fourteen days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.		8.1.3	you must ensure that our use of your specifications or instructions will not result in the infringement of any intellectual property rights, or in a contravention of applicable law or regulations.	14.9	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
5 Payment terms		8.2	We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.		
5.1 You are to pay us in cash or otherwise in cleared funds on receipt of our pro-forma invoice, unless you have an approved credit account.		8.3	We also reserve the right to make without notice any minor modifications in our specifications we think necessary or desirable.		
5.2 If you have an approved credit account, payment is due no later than 30 days after the date of our invoice unless otherwise agreed in writing.		8.4	We retain the copyright in our designs and specifications and in any documents produced in connection with the supply (or anticipated supply) of goods to you. You may not make copies of those documents, or reveal their contents to any other person without our prior written consent.		
5.3 If you fail to pay us in full on the due date:		9 Return of goods			
5.3.1 we may suspend or cancel future deliveries;		9.1	We will accept the return of goods from you only:		
5.3.2 we may cancel any discount offered to you;		9.1.1	by prior arrangement (confirmed in writing);		
5.3.3 you must pay us interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998		9.1.2	on payment of an agreed handling charge (unless the goods were defective when delivered); and		
a calculated (on a daily basis) from the date of our invoice until payment;		9.1.3	where the goods are as fit for sale on their return as they were on delivery.		
b compounded on the first day of each month; and		10 Export terms			
c before and after any judgment (unless a court orders otherwise);		10.1	Where the goods are supplied by us to you by way of export from the United Kingdom Clause 10 of these terms applies (except to the extent that it is inconsistent with any written agreement between us).		
5.3.4 we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and					
5.3.5 we may recover (under clause 5.7) the cost of taking legal action to make you pay.					
5.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.					
5.5 You do not have the right to set off any money you may claim from us against anything you may owe us.					
5.6 While you owe money to us, we have a lien on any of your property in our possession.					
5.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms					
6 Title					
6.1 Until you pay all debts you may owe us:					
6.1.1 all goods supplied by us remain our property;					
6.1.2 you must store them so that they are clearly identifiable as our property;					
6.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;					