

TERMS & CONDITIONS

All Culzean Crystal products and services are supplied on the express understanding that the purchaser agrees to the following conditions:-

1. Terms: strictly 30 days nett. VAT will be added to all quoted prices at the prevailing rate.
2. Culzean Crystal reserves the right to amend all prices and specifications without prior notification, although every attempt will be made to give reasonable notice whenever possible.
3. Many of the products supplied by Culzean Crystal 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 merchandise quality will be supplied, we do supply seconds' stock. 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 hand made and may vary as a result.
4. The products featured in the Culzean Crystal catalogue are intended to illustrate the effect of the items with the engraving and do not necessarily mean that they have been supplied or endorsed by the company featured.
5. Carriage will be charged on all orders unless agreed prior to an order being placed.
6. Whilst every effort is made to meet delivery requirements, time shall not be of the essence in contract unless specifically agreed.
7. 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.
8. The seller shall not be liable for:
 - a. Failure to perform any obligation hereunder if such failure is caused by circumstances beyond the seller's control or
 - b. Delay, howsoever caused in performing any obligation hereunder, nor for any costs, losses or damages howsoever arising from any such delay.
9. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract.
10. 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 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 on invoices must be in writing 14 days if the invoice date.
11. 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.
12. The buyer 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 20% of the value of the returned items will be charged for goods that are despatched and subsequently returned.
13. The seller may, without prejudice to its other rights and remedies, terminate the contract if wither there shall be a breach by the buyer of any term or condition hereunder or the financial responsibility of the buyer, in the opinion of the seller, become impaired or unsatisfactory.
14. The seller does not guarantee the suitability of the goods for any specific purpose.
15. 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, registered designs, trademarks or other such rights belonging to third parties.
16. Tools made for the manufacture of the goods to be supplied shall remain the property of the seller even though the buyer may be charged with the sum in respect of such tools.
17. 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.
18. Both legal and equitable property in the goods shall remain in the seller until the goods have been paid for in full. Should the goods be sold before such payment is made, the buyer shall hold the proceeds of the sale of goods in trust for the seller.
19. Risk in the goods shall pass to the buyer on despatch.
20. If the buyer fails to make payments when due, the seller may, at their discretion, charge interest on the outstanding balance, of all overdue accounts at a rate of 4% above HSBC Bank base rate.
21. The contract shall be governed by and continued in accordance with English law and the buyer (even if resident outside the jurisdiction) shall submit to the jurisdiction of the High Court of Justice in England.

The conditions set out above govern the contract for the supply of Culzean Crystal products and override any other conditions.