

**1 Definitions**

- 1.1 In this document, the following terms shall have the following meanings:
  - (a) The Buyer means the account applicant or person who buys or agrees to buy Goods from The Seller.
  - (b) The Seller means Crosley Associates Limited T/A Stanbury Chameleon.
  - (c) Conditions means the conditions of sale set out in this document and any special conditions agreed in writing by The Seller.
  - (d) Goods means any goods or services offered for sale by The Seller from time to time.

**2 General**

- 2.1 These Conditions shall apply to all the contracts for the sale of Goods by The Seller to The Buyer to the exclusion of all other terms and conditions, including any which The Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 No variation or addition to these Conditions should be effective unless agreed to, in writing, by The Seller.
- 2.3 No contract for the sale of Goods shall arise until The Seller despatches the Goods to The Buyer or The Buyer notifies The Seller in writing of its acceptance of The Sellers quotation (whichever shall first occur)
- 2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of The Buyer’s acceptance of these of these Conditions.
- 2.5 Nothing in these Conditions should affect the statutory rights of any consumer.

**3 Prices**

- 3.1 The price shall be that on The Seller’s current price list (or if applicable, the price contained in The Seller’s quotation).
- 3.2 The Seller reserves the right to revise prices prior to despatch of Goods to reflect any direct or indirect increase in costs to The Seller but if the price has been paid in full prior to despatch no price revision may take place without the prior written agreement of The Buyer.
- 3.3 All prices are exclusive of packaging, carriage and VAT, which shall be due in addition, unless this is reflected in The Seller’s quotation.

**4 Payment**

- 4.1 All invoices shall be paid in full, free from any deduction for any set off, counterclaim or otherwise howsoever.
- 4.2 In the case of consumer sales, payment must be made in full before despatch of any Goods.
- 4.3 In the case of other sales, payment is due in full on the terms of credit agreed which shall be 30 days from the date of the invoice unless special terms have been agreed in writing before quotation. Time for payment shall be of the essence and any failure to pay shall entitle The Seller, at its option, to treat the contract as repudiated by The Buyer or to delay delivery until paid (in addition to any other remedy).
- 4.4 If any act or proceedings shall be commenced in which The Buyers solvency is concerned, all monies under the transaction covered by these Conditions shall become immediately due and payable to The Seller.
- 4.5 The Seller will exercise its statutory right, under The Late Payment Of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2013, to claim interest and compensation for debt recovery costs if payment from The Buyer is not received in accordance with the agreed credit terms.
  - (a) Interest on overdue invoices shall accrue from the date when payment became due until the date of payment at 2% per calendar month or part month both before and after judgement.
  - (b) Additionally a fixed charge shall be levied, as set out in the following table, for the cost of administration of the debt recovery.

Amount of debt	Administration Charge
Up to £999.99	£40
£1,000.00 to £9,999.99	£70
£10,000.00 or more	£100

- (c) In the event that any legal action is taken to recover the debt then these costs will also be liable for recovery from The Buyer and will be itemised and invoiced.

**5 Warranty and Liability**

- 5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by The Seller. Except where The Buyer is dealing as a consumer (as defined in the unfair contract terms act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by statute, common law or otherwise are excluded and The Buyer warrants that The Buyer is satisfied as to the suitability of the Goods for The Buyer’s purpose.

**6 Delivery**

- 6.1 Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be of the essence and The Seller shall not be liable for any losses, costs, damages or expenses incurred by The Buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.2 Unless otherwise agreed, The Seller may deliver by instalments and in such case each instalment shall be treated as a separate contract and any delay, default or non-delivery in respect of any instalment by The Seller shall not entitle The Buyer to cancel the remainder of the contract.
- 6.3 Failure by The Buyer to pay for any instalment or delivery when due shall entitle The Seller to withhold further deliveries and The Buyer shall be liable for any costs incurred by The Seller relating to such Goods which The Seller is then entitled to withhold.
- 6.4 Delivery of the Goods shall be made to The Buyer’s address and The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

## **7 Ownership and Risk**

- 7.1 The risk in the Goods shall pass to The Buyer upon delivery by The Seller, or when a contract is made under which The Buyer requests the Goods are kept at The Seller's premises.
- 7.2 The Seller remains the owner of the Goods affected by the contract until The Seller has been paid in full for such Goods.
- 7.3 If any payment due under these Conditions becomes overdue in whole or part, The Seller may, without prejudice to any of its other rights, recover and/or re-sell the Goods, and may enter The Buyer's premises, with his permission hereby confirmed as a condition of contract, by its servants or agents to recover the Goods and The Buyer shall be liable for all The Seller's costs of so doing.
- 7.4 If The Buyer is a consumer and properly rejects any of the Goods which are not in accordance with the contract, The Buyer shall nonetheless pay the full price for such Goods unless The Buyer promptly gives notice of rejection to The Seller and, at The Buyer's expense, return such Goods to The Seller in good condition.
- 7.5 In the case of any other sale The Buyer shall inspect the Goods immediately upon delivery and shall notify The Seller within five days of delivery if the Goods are damaged or do not comply with the contract. If The Buyer fails to do this, he is deemed to have accepted the Goods.
- 7.6 Any Goods, in respect of which any claim of defect or damage is made, shall be preserved, intact, by The Buyer together with the original packing at The Buyer's risk and either:
- (a) Retained by The Buyer for a reasonable period to enable The Seller or its agent to inspect or collect the Goods, or
  - (b) At The Seller's option be returned by The Buyer to The Seller who will refund reasonable costs for packaging and carriage to The Buyer if the Goods are in fact defective.

## **8 Cancellation and Returns**

- 8.1 No contract shall be cancelled nor shall any Goods, which are in accordance with the contract, be returned without prior written approval of The Seller and on terms to be determined at the absolute discretion of The Seller.
- 8.2 Unless The Seller, at its discretion, decides otherwise, if The Seller agrees to accept the return of any such Goods then:
- (a) A goods return number, obtained from The Seller, must be clearly shown on the exterior of the returned parcels, without marking or otherwise damaging or defacing any original product packaging.
  - (b) The Goods shall remain at The Buyer's risk in all respects until received by The Seller. The Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of The Seller, been caused by the Goods being inadequately packaged by The Buyer or through The Buyer's fault.
  - (c) The Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required.

## **9 Intellectual Property Rights**

- 9.1 All Intellectual Property Rights produced from, or arising as a result of, the performance of a contract subject to these Conditions shall, so far as not already vested, become the absolute property of The Seller, and The Buyer shall do all that is reasonably necessary to ensure that such rights vest in The Seller by the execution of appropriate instruments or the making of agreements with third parties.

## **10 Force Majeure**

- 10.1 The Seller will not be under any liability whatsoever in the event that The Seller is prevented or delayed from supplying or making delivery of any Goods by any reason or cause beyond The Seller's control.

## **11 Assignment**

- 11.1 The Buyer shall not be entitled to assign its rights or obligations or delegate its duties under these Conditions without the prior written consent of The Seller.

## **12 Severability**

- 12.1 If any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if these Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## **13 No Waiver**

- 13.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of The Buyer in performance of compliance with any of these Conditions.

## **14 Indemnification**

- 14.1 The Buyer shall indemnify The Seller against all claims, costs and expenses which The Seller may incur and which arise, directly or indirectly, from the Buyer's breach of any of its obligations under these Conditions, including any claims brought against The Seller alleging that any Goods provided by The Seller infringes a patent, copyright or trade secret or other similar right of a third party.

## **15 Liability**

- 15.1 Except as may be implied by law where The Buyer is dealing as a consumer, in the event of any breach of these Conditions by The Seller the remedies of The Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and The Seller shall under no circumstances be liable for any indirect, incidental or consequential damages.

## **16 Dispute**

- 16.1 In the event of dispute between The Buyer and The Seller, should The Seller in writing require, The Buyer agrees to submit the dispute to arbitration in accordance with the Arbitration Act for the time being in force as a legally binding alternative to Court action.

## **17 Governing Law and Jurisdiction**

- 17.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.