



Products and services (Products) are sold and supplied by Crisp Digital Ltd (Crisp Digital) on the following retail terms and conditions of sale. Where applicable, special terms and conditions of sale are specified in Crisp Digital catalogues, price lists, or other literature.

Payment

Products are payable at the following postal address:

Crisp Digital Ltd
6 Quince Court
Tiptree
Essex
CO5 0SE UK

All business is on a cash basis unless otherwise agreed.

Non-payment by the due date entitles Crisp Digital to cancel the contract or to suspend deliveries without further notice.

Price

Crisp Digital price lists do not constitute an offer.

All prices are exclusive of any applicable value-added tax, which the customer shall be additionally liable to pay to Crisp Digital.

Uncontrollable events and delays

In case of delays caused by circumstances beyond the control of Crisp Digital or Crisp Digital suppliers, Crisp Digital shall have the right to either suspend deliveries without notice or cancel the contract without liability.

By way of illustration and not of limitation, the following are to be treated as uncontrollable events: strike, lockout, riot, revolution, mobilisation, war, epidemic, official regulations, transportation difficulties, working difficulties, machine breakdowns, fires, failure of suppliers, or other causes, whether similar or not.

Law of the contract

In the case of legal disputes, the law and the courts of England shall apply.

Customer order conditions

Any provisions of the customer's order which conflict with, or are in addition to, the retail terms and conditions of sale and conditions of sale or any special terms of business shall be excluded.

Consequences of the non-application of a clause in the present Terms and Conditions of Sale.

Should any of these general terms of business and conditions of sale be inapplicable, this would not imply that the rest of the present terms do not remain valid.

Verbal Agreements

Any verbal agreement which does not conform to the present terms, shall not be binding on Crisp Digital unless it has been confirmed by Crisp Digital in writing.

Payment

Payment must be received by Crisp Digital prior to shipment. Payment can be made by either cheque, Credit/ Debit Card or transfer of funds directly to our bank.

Delivery

a. Products supplied by Crisp Digital are delivered at the risk of Crisp Digital unless a customer stipulates a special method of delivery, in which event Products are delivered at the risk of the customer and an extra charge may be made for delivery.

b. Any stated delivery date constitutes only a warranty by Crisp Digital to use reasonable endeavours to effect delivery by or about the date. No liability will be accepted by Crisp Digital for failure to meet delivery dates, however caused.

c. In any event, any liability for loss or damage in the course of delivery shall in all circumstances whatsoever be limited (at the option of Crisp Digital) to the repair or replacement of the Products concerned or to the crediting of the customer with the invoice value of such products.

d. In the event of damage, the customer must advise Crisp Digital of any such damage, within 48 hours of delivery. No claim for damage will be allowed if advice is beyond this time limit.

e. Standard delivery charges are £10.00, UK or £20.00, Ireland unless otherwise stated.

Returns procedure

Product may only be returned to Crisp Digital after first obtaining Crisp Digital's agreement to do so. Whenever Crisp Digital agrees to accept goods for return, it will do so by issuing a Returns Material Authorisation (RMA) number. Any items received at Crisp Digital that do not clearly display an authorised RMA number, will be rejected. All returns must be completed within 10 working days of the issue of an RMA number.

Dead on arrival (DOA)

Any product that has been received by an end-user and deemed to be non-working or faulty, within 10 days from date of end-user invoice, is deemed to be DOA. Provided the defect is confirmed by Crisp Digital technical support and the end-user proof of purchase date is supplied, such products will be replaced for a new unit, stocks permitting or for a purchase price credit, where stocks are no longer available. Any products exceeding this 10 day period will not qualify for replacement or credit and will fall under the standard warranty terms and conditions of the manufacturer.

Warranty

All products are supplied with the benefit of the manufacturers warranty agreement and warranty process.

Damaged Goods

Any Product received visibly damaged must be notified, in writing or via email, to Crisp Digital within 48 hours of receipt. All such units will be replaced provided the damage was incurred prior to receipt by either the customer or the customer carrier.

Receiving Errors

Receipts of incorrect shipments must be notified, in writing or via email, to Crisp Digital within 5 working days of Crisp Digital Invoice date. All such disputes will be resolved through arbitration using all the information available at that time e.g. proof of delivery.

Undamaged, non-defective goods

Generally, non-defective, undamaged goods will only be accepted back where they have not been supplied to order. In exceptional circumstances, Crisp Digital may allow the return of certain non-defective goods, however such returns will be on a case-by-case basis and be subject to a restocking fee. Such requests should be made to Crisp Digital's sales department. All non-defective returns will only be accepted for goods that are received at Crisp Digital in pristine condition - i.e. undamaged, unmarked, unopened and together with any accessories or cables as originally supplied. The customer is entirely responsible for the transportation and packaging of such goods.

Title and risk

Until full payment has been received by Crisp Digital for all products whatsoever, supplied at any time by Crisp Digital to the customer the property of the Products shall remain that of Crisp Digital.

Where payment is made by cheque, Crisp Digital shall not be deemed to have received payment until the cheque has been cleared.

Notwithstanding the foregoing, risk in the Products shall pass to the customer on delivery except where the customer requires a special method of shipment in which case risk shall pass to the customer when the Products leave Crisp Digital premises.

Limitation of Liability

Crisp Digital will repair or at its option, replace or credit the customer with the invoice value of any Products found to be defective or faulty in all circumstances whatsoever the liability of Crisp Digital, in respect of any failure to comply with the contract or other breach of duty shall be limited to such repair, replacement or credit.

Amendments

Crisp Digital reserve the right to alter or amend these Retail Terms and Conditions of Sale for any particular class of Products or customer.