CONDITIONS OF SALE

These Conditions of Sale ("Terms") govern all sales of products and services by Element Digital ("we," "us," or "our") to customers ("you," "your"). By placing an order with us, you agree to be bound by these Terms.

1. GENERAL TERMS

1.1 These Terms apply to all sales made by Element Digital, unless otherwise agreed in writing.
1.2 We reserve the right to amend these Terms at any time, with changes taking effect upon publication on our website.

2. ORDERS & ACCEPTANCE

2.1 All orders are subject to acceptance by us. An order is only confirmed once we issue an order confirmation.
2.2 We reserve the right to refuse or cancel any order, including due to stock unavailability, pricing errors, or suspected fraudulent activity.
2.3 Modifications to orders must be requested in writing via email and are subject to our approval.

3. PRICING & PAYMENT

3.1 Prices are subject to alteration without prior notice.
3.2 Goods and services will be charged at the price last ruling at the date of despatch.
3.3 The prices quoted are exclusive of VAT, which will be charged at the current applicable rate at the time of despatch.
3.4 Terms are 30 days net from the date of invoice.
3.5 A **£25 administration fee** will be added to any statement unpaid after 30 days.

4. DELIVERY & RISK

4.1 We will make reasonable efforts to deliver products within the estimated timeframe, but we are not responsible for delays beyond our control.
4.2 Shipping costs and duties (if applicable) are the responsibility of the customer unless stated otherwise.
4.3 Risk of loss or damage transfers to the buyer upon delivery.

5. CANCELLATIONS

5.1 Cancellations must be requested within 10 minutes of the order being placed; otherwise, the full cost of the order applies.

6. WARRANTIES & LIABILITY

6.1 Warranties are product-dependent and are specified on a per-product basis. Please refer to the product documentation or contact us for warranty details.
6.2 Our liability is limited to the repair, replacement, or refund of defective products at our discretion.

6.3 We are not liable for indirect or consequential losses, including but not limited to lost profits or business interruption.

7. COMPLIMENTARY REMAKES & REPLACEMENTS

7.1 We are committed to maintaining high standards of workmanship. Remakes or replacements shall only be provided on a complimentary basis in the following circumstances:

(a) the item is fractured and such a defect is expressly covered under our warranty; or

(b) you provide clear and sufficient evidence that the item does not fit correctly.

7.2 No other exceptions shall apply. It is your responsibility to ensure that all case details are accurate, complete, and correct at the time of submission.

7.3 Un-sintered items will be packaged with due care and attention. Notwithstanding the foregoing, we accept no liability for any damage sustained to un-sintered items during transit, and such items shall not be remilled or replaced on a complimentary basis.

8. FORCE MAJEURE

8.1 We are not liable for delays or failures to perform due to events beyond our reasonable control, including but not limited to natural disasters, strikes, or supply chain disruptions.

9. GOVERNING LAW & JURISDICTION

9.1 These Terms and any dispute or claim arising out of or in connection with them, their subject matter, or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.