



Terms & Conditions

This document sets out the Terms and Conditions which shall apply to the provision of all repair and refurbishment services undertaken by Crisp & Sons Limited or Sussex Swords Limited, (in this document referred to as "us", "we" or "our", as appropriate) to customers (in this document referred to as "you" or "your").

1. General

A contract with the Terms and Conditions set out below comes into being when an order is placed with us and when we accept that order (whether by starting work or otherwise). These Terms and Conditions shall override any Terms and Conditions which you may propose, unless agreed in writing by our duly authorised signatory before items are received for performance of the services requested.

2. Pricing & Quotations

- (a) A quotation may take up to six weeks to prepare during busy periods.
- (b) Pricing shall be as shown in our current price list/quotation or as otherwise agreed between us and you before work commences. If the price of the work may exceed that shown in the price list then we will contact you for authority to proceed at the higher price level and your verbal acceptance shall be sufficient to form a contract at the higher price.
- (c) Fixed price repairs are not available for items which have been damaged by previous attempts at repair or have missing parts, serious corrosion, non-stock etching patterns or have suffered damage in transit.
- (d) The prices shown in our current price list exclude replacement components which will be charged additionally (details available on request).
- (e) The cost of packaging, delivery, insurance and VAT is not included in the refurbishment price and will be added to quoted prices. We will endeavor to aggregate items together for return, thereby minimising carriage charges.

3. Payment Terms

- (a) Non-credit account customers may pay on collection or prior to dispatch by VISA card, cash, personal cheques supported by a bankers card or company cheque up to the value of £100, bankers draft, credit transfer or telegraphic transfer.
- (b) Credit account customers may pay by any of the above methods, including cheques to the full invoiced amount. Credit payment terms are strictly 30 days net without any set-off from date of invoice unless we agree otherwise in writing.
- (c) High cost and volume refurbishment work may require advance payment prior to work commencing unless terms have been previously agreed.
- (d) You shall notify us of any invoice or delivery note discrepancy within 7 days of receipt to enable corrective action to be taken as soon as practicable.
- (e) If payment is not made within the period provided in paragraph 3(b) then we may retain items subsequently received from you for repair until such time as the account has been settled with the addition of reasonable charges for our storage and care of the item/s. If the account has not been settled within 90 days then we reserve the right without further reference to you to sell any items retained under this paragraph in full or part (as the case may be) payment of all sums owing to us and if any balance remains following any such sale then we will pay this to you.

4. Warranty

High carbon sword blades are susceptible to rust. Careful handling, regular maintenance and correct storage conditions must be adhered to in order to reduce the risk of future or reoccurring corrosion. Any rusting sword returned to us either new or refurbished will be chargeable. On refurbished swords/scabbards if there is deep corrosion on either item/s, we may not be able to remove all of it and over time this may re-appear which bears no consequence on our craftsmanship. No warranty in this respect is expressed or given.

5. Repair/Refurbishment Cycle Time

- (a) Unless we agree otherwise with you in writing before your order is placed, we shall use all reasonable endeavours to comply with the repair/refurbishment cycle time which is estimated 20 (twenty) working weeks (time not being of the essence), subject to parts & patterns being available. Repair cycle time is the period from the first working day on which the quote is returned signed to our premises until the date of dispatch to you.
- (b) Items received without your clear and complete contact details or refurbishment request form shall be "quarantined" until your details are received from you. Similarly, if you have an outstanding account with us then we may deal with the items in accordance with paragraph 3(d).
- (c) If an item has to be held awaiting parts, patterns or custom artwork you will be notified as soon as reasonably practicable.
- (d) If the item you wish to have repaired or refurbished is not covered in our current repair portfolio we will contact you to agree the repair cycle time and price which will apply to that item.

6. Force Majeure

We shall have no liability to you for any delays in performance or any non-performance of our obligations as a result of causes beyond our control (which for the avoidance of doubt shall include, but not be limited to, acts of God, strikes, lock-outs, non-availability or the extended lead time of parts, patterns etc).

7. Limit of Liability

Our liability to you shall be limited to the repair/refurbishment price quoted for each item and in no circumstances shall we be liable to you for any loss to your sword/scabbard during its repair/refurbishment or transit or for loss of profit. No liability or responsibility whatsoever is accepted by us for any third party claims against you in relation to any items on which we have carried out any work.

8. Miscellaneous

These Terms and Conditions constitute a complete statement of all Terms and Conditions which shall apply to services provided by us and replace all previous written or oral terms and conditions. These Terms and Conditions may be amended by us from time to time by sending amended Terms and Conditions to you which shall apply to all orders placed after you are deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date that they are posted to you). No other amendments or variations shall be valid unless signed by our authorised signatory. Failure by either us or you to exercise any rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

9. Law

The construction validity and performance of these Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of England and the English Courts shall have exclusive jurisdiction.