

Terms and Conditions of Sale

In these Terms & Conditions of Sale 'the Company' refers to Crisp & Sons/Sussexwords Limited; 'the Customer' refers to the person, firm or company purchasing the Goods; 'the Goods' refers to the materials subject to the contract between the buyer and seller.

1. APPLICATION OF THESE CONDITIONS

Unless otherwise agreed in writing, every order placed with the Company should be subject to these Conditions of Sale, which shall override any standard terms or conditions stipulated, incorporated or referred to in the Customers order.

2. DELIVERY

The Company will not be in any way responsible for loss, damage or delays arising from strikes, lock-outs, cessation of labour, transport delays, shortened hours of labour, accident of any kind, perils of the sea or rivers, war or the like or any other cause or contingency whatsoever beyond the control of the company. If the Company should be prevented from the delivering part of the Goods by reason of the causes referred to in the Clause 2 (a) hereof the Company shall deliver and the Customer shall take such part of the Goods as the Company at the tie fixed for delivery, be able too deliver. The Customer shall pay for the Goods so delivered in the same proportion of the price as the goods delivered bear the whole of the Goods agreed to be sold. In regard to deliveries, time shall not be of the contract nor does the Company warrant any date or time of delivery. Delivery may be made by installments and failure by the Customer to accept or pay for any installment may be treated by the Company as a repudiation of the contract. The Company will not accept termination or variation of any contract except on terms, which will indemnity at against loss, damage, cost and expenses occasioned therefore. Our pricing for the goods does not include carriage and other delivery costs for delivery of the goods to the Customer's delivery address.

3. PAYMENT TERMS

Unless otherwise agreed, the Customer shall pay the Company's invoices within 30 days after the date of the invoice.

The Customer shall make all payments in full without withholding, deduction or set-off for any reason.

The Company shall be entitled to charge daily interest on overdue amounts at the rate of 2.5% per month from the due date to the date of payment. If the Company has reasonable doubts about the Customer's ability or willingness to pay, the Company shall be entitled to suspend performance and to request payment on or before delivery or security for payment before continuing with performance of the contract. Such suspension will not allow termination of the outstanding balance of the order by the Customer. In the case of despatch in installments payment is due 30 days following each invoice raised for despatches. If payment is overdue in respect of any Goods the Company may without prejudice to any other remedies: - withhold the despatch of any Goods otherwise due to be despatched and/or, cancel any order, which may be outstanding without liability to the Customer for so doing.

4. RETENTION OF TITLE

Ownership of the Goods will not pass to the Customer until payment for the goods has been received by the Company in full. Nevertheless, all risk in the goods shall pass to the Customer when the Goods are despatched from the Company's premises. Until the time of actual payment to the Company of the total amount owing in respect of Goods, the Customer shall keep the Goods on behalf of the Company and shall store the Goods in such a way that they are separately identifiable. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable. The title shall remain with Crisp & Sons/Sussexwords Limited notwithstanding that the Goods have become incorporated in or affixed to other Goods or products. If the Customer fails to deliver the Goods on demand Crisp & Sons/Sussexwords Limited shall be entitled to enter the Customer's premises for the purpose of collecting and to collect the goods or any of them and shall have the right to dismantle any machinery product items or equipment into which the Goods or any of them have been incorporated and the Customer shall be responsible for all Crisp & Sons/Sussexwords Limited costs and expenses in connection with so doing. The Customer will grant Crisp & Sons/Sussexwords Limited an irrevocable license to enter such premises.

5. INSPECTION AND NOTIFICATION OF DAMAGE

The Customer shall inspect the goods immediately on receipt, and the Company shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Company within two days from and including the date of delivery.

The Customer must notify the Company of any non-delivery, defects or shortages, the Company's only liability shall be at its sole option as soon as reasonably practicable to repair or replace defective goods, make good any shortages, or to refund to the Buyer the purchase price paid for the goods. The Company shall not be liable for any damage, shortages or loss of the Goods in transit unless: damage or storage is notified in writing both to the Company and to the carriers within 2 days of receipt of Goods and the Goods have been signed for as 'not examined' and have been handled by the Customer in accordance with the carriers conditions or, non-delivery (in the case of total loss) is notified both to the Company and the carrier within fourteen days of the date of despatch.

6. QUOTATIONS

All quotations unless otherwise stated shall lapse after the expiration of 28 days, subject to prior withdrawal or alteration without notice.

7. PRODUCT ORDERING

No order submitted by the Customer shall be deemed to be accepted by us unless and until the Company confirm acceptance with our Sales Acknowledgement. All pricing of our products will be invoiced as per our Sales Acknowledgement.

A copy of the Sales Acknowledgement should be signed and returned to the Company before work will commence on the Customer's order.

8. PRODUCT SPECIFICATION

The Customer acknowledges that the goods are subject to a continuing process of change and development and that the goods may not comply in all respects with the technical specifications set out in the Company's catalogues or elsewhere, or be identical in all respects with goods of the same type previously supplied. The Company reserves the right to make unilaterally and without prior reference to the Customer any reasonable change to any specification of the goods prior to despatch. The Customer acknowledges that all specifications and details in all catalogues, quotations, acknowledgements and web sites, are approximate only and do not form part of the contract.

9. REVISION TO TERMS & CONDITIONS OF SALE

Crisp & Sons/Sussexwords Limited reserves the right to make changes to these Terms and Conditions at any time. It will be the responsibility of the buyer to regularly review the information displayed on this web site to obtain notice of such changes. The continued use of this site after such changes are notified, indicates the acceptance of this agreement as modified by the changes.

10. HEALTH AND SAFETY

10.1 The client shall take all reasonable steps to ensure that the goods are stored and used safely and without possible endangerment to the owner or other persons. The client has the responsibility of protecting the health and safety of persons from the goods supplied.

10.2 The client shall take every reasonable step to ensure the goods are not handled by minors or persons under the influence of intoxicating drink or drugs.

10.3 The client shall take every possible step to ensure that the goods are not used for illegal purposes especially the endangerment of other persons.

10.4 The client acknowledges that the goods are produced can cause injury if misused, the client shall take every possible step to ensure the goods are not misused or abused in any way.

10.5 The client acknowledges also that the abuse and misuse of a sword can result in subsequent injury and shall take every step to ensure the goods are treated with respect.

10.6 The client shall ensure the condition and fitness for purpose of the goods prior to each use.

10.7 The client shall ensure prior to and after completion of sale that the goods comply to the laws and regulations of the country in which the client resides and that the goods after receipt are used lawfully.

10.8 The client shall prior to purchase ensure that the goods comply with the laws of the land in which they reside.

10.9 The client acknowledges that Crisp and Sons Ltd have a strict policy only to sell to persons over the age of 18 years and that the client declares themselves to be over that age limit. The client accepts that a false declaration of age will nullify Crisp and Sons Ltd from any liability whatsoever.

11. LAW & JURISDICTION

These conditions and any contract to which these conditions apply shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

The Company reserves the right to accept or refuse any order.