

NAPPER'S KNIVES – SHARPENING SERVICE LIABILITY WAIVER

Effective Date: 3 September 2026

Business Name: Napper's Knives

ABN: 87 794 301 644

Location: Nicholls, ACT, Australia

Email: info@nappersknives.com.au

1. Purpose

This Liability Waiver governs sharpening, restoration, repair, maintenance and assessment services performed by Napper's Knives.

By submitting any knife, tool, edged implement or other item for assessment or service, the customer acknowledges and agrees to the terms contained in this Waiver.

2. Nature of Sharpening Services

The customer acknowledges that sharpening, restoration and repair services may involve:

- Material removal;
- Modification of edge geometry;
- Bevel refinement;
- Surface alteration;
- Reprofilng;
- Removal of corrosion;
- Repair of chips or damage;
- Adjustment of tool profiles;
- Other work reasonably required to restore function.

All work is performed in good faith using methods considered appropriate for the submitted item.

3. Acknowledgement of Inherent Risk

The customer acknowledges that knives and tools are inherently hazardous items capable of causing injury.

Following sharpening or restoration:

- Edges may become significantly sharper than prior to service;
- Cutting performance may increase;
- Existing usage habits may no longer be appropriate;
- Additional care may be required when handling, cleaning, storing or transporting items.

The customer accepts full responsibility for the safe handling, storage, transport and use of all serviced items.

4. Existing Condition of Items

The customer acknowledges that items submitted for service may already contain:

- Chips;
- Cracks;
- Fatigue;
- Corrosion;
- Heat damage;
- Structural weaknesses;
- Manufacturing defects;
- Previous repair damage;
- Previous sharpening damage;
- Hidden defects not visible during inspection.

Napper's Knives cannot guarantee the condition, quality or structural integrity of any item prior to service.

5. Hidden Defects

The customer acknowledges that hidden defects may become apparent during sharpening or restoration.

Examples may include:

- Cracking;
- Edge instability;
- Delamination;
- Corrosion beneath surface finishes;
- Material flaws;
- Prior repair failures;
- Damage concealed by previous sharpening.

Napper's Knives accepts no responsibility for pre-existing hidden defects revealed during servicing or subsequent use.

6. Restoration and Material Removal

The customer acknowledges that restoration work may permanently alter:

- Appearance;
- Dimensions;
- Weight;
- Edge geometry;
- Blade height;
- Surface finish;
- Tool profiles.

Where restoration is requested, material removal is often necessary to achieve functional improvement.

The customer accepts that restored items may differ from their original condition and appearance.

7. No Guarantee of Performance

Knife and tool performance is influenced by numerous factors including:

- Steel composition;
- Heat treatment quality;
- Manufacturing tolerances;
- Existing wear;
- Geometry;
- Blade design;

- Intended use;
- User technique;
- Maintenance practices.

Because these variables differ between items, Napper's Knives does not guarantee:

- Specific sharpness levels;
- Specific edge retention periods;
- Specific cutting performance;
- Specific durability outcomes;
- Specific service-life improvements;
- Specific restoration outcomes.

Any discussions regarding expected performance are provided as general guidance only.

8. Customer Approval of Work

The customer authorises Napper's Knives to perform work reasonably required to complete the agreed service.

Where significant changes to scope, cost or restoration requirements are identified, reasonable efforts will be made to obtain customer approval before proceeding.

Where approval cannot reasonably be obtained, Napper's Knives may suspend or discontinue work.

9. Assumption of Risk

The customer voluntarily assumes all risks associated with:

- Ownership of the item;
- Transport of the item;
- Storage of the item;
- Use of the item;
- Misuse of the item;
- Sharpened edges;
- Restored tools;
- Ongoing maintenance requirements.

The customer acknowledges that sharpening increases the cutting capability of knives and tools and accepts responsibility for safe use after collection.

10. Release of Liability

To the maximum extent permitted by law, the customer releases Napper's Knives from claims arising directly or indirectly from:

- Use of a serviced item;
- Misuse of a serviced item;
- Handling of a serviced item;
- Injury caused by a serviced item;
- Property damage caused by a serviced item;
- Failure of a serviced item;
- Deterioration of a serviced item;
- Edge retention performance;
- Restoration outcomes;
- User error;
- Third-party use of a serviced item.

This release applies except to the extent that liability cannot lawfully be excluded.

11. Limitation of Liability

Where liability cannot be excluded by law, Napper's Knives' liability is limited to the maximum extent permitted by applicable law.

To the extent legally permitted, liability shall not exceed:

- The amount paid for the relevant service; or
- The reasonable cost of re-supplying the service.

Napper's Knives shall not be liable for:

- Indirect loss;
- Consequential loss;
- Business interruption;
- Loss of profits;
- Loss of opportunity;
- Data loss;

- Economic loss.
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12. Australian Consumer Law

Nothing in this Waiver excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the:

Competition and Consumer Act 2010 (Cth)

including the Australian Consumer Law.

To the extent permitted by law, any liability is limited to:

- Re-supplying the service; or
 - Paying the reasonable cost of having the service supplied again.
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13. Lawful Possession Warranty

The customer warrants that all submitted items are:

- Lawfully owned;
- Lawfully possessed;
- Lawfully transported;
- Lawfully submitted for service.

The customer further acknowledges that responsibility for legal possession remains with the customer at all times.

14. Refusal of Service

Napper's Knives reserves the right to refuse, suspend or terminate any service for:

- Legal reasons;
- Safety reasons;
- Ethical reasons;
- Operational reasons;
- Customer conduct issues;
- Concerns regarding item ownership or possession.

Submission of an item does not create any entitlement to service.

15. Photographs and Records

The customer acknowledges that photographs may be taken before, during or after service for:

- Service records;
- Quality assurance;
- Technical reference;
- Educational purposes;
- Marketing purposes.

Reasonable efforts will be made to avoid identifying personal information.

16. Indemnity

The customer agrees to indemnify and hold harmless Napper's Knives from claims arising from:

- Unlawful possession of an item;
 - Unlawful transport of an item;
 - Misuse of a serviced item;
 - Third-party use of a serviced item;
 - Breach of these terms by the customer.
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17. Severability

If any provision of this Waiver is held to be invalid or unenforceable, the remaining provisions remain in full force and effect.

18. Governing Law

This Liability Waiver is governed by the laws of the Australian Capital Territory, Australia.

Any dispute arising from this Waiver shall be subject to the exclusive jurisdiction of the courts of the Australian Capital Territory and Australia.

Customer Acknowledgement

By submitting an item for assessment, quotation, sharpening, restoration, maintenance or repair, the customer acknowledges that they have read, understood and accepted this Liability Waiver.