

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS & SERVICES**

OF

DMP 3D

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 "Customer" means any person who purchases Goods and/or Services from the Supplier;
- 1.3 "Goods" means the articles specified in the Proposal;
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 "Services" means the services specified in the Proposal;
- 1.6 "Supplier" means DMP 3D of 68 Lark Road, Mildenhall, Suffolk, IP28 7HL, England.;
- 1.7 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and/or Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and/or Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 Days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and/or Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

- 4.1 The price for the Goods and/or Services is as specified in the Proposal.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 Invoiced amounts shall be due and payable within 10 business days of receipt of invoice unless otherwise stated. With any payment that goes past the payment term, the Supplier shall be entitled to charge a £25 administration late payment charge and would be added to the overdue invoice. The Supplier shall also be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3% per annum plus the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

5 DELIVERY

- 5.1 The date of delivery of the Goods and Services is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Goods and Services will be delivered within 30 days of the contract date unless there is an agreement with the Customer to the contrary.
- 5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Services.
- 5.3 All risk in the Goods and/or Services shall pass to the Customer when they are in the physical possession of the Customer.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 7.1 co-operate with the Supplier;
- 7.2 provide the Supplier with any information reasonably required by the Supplier;
- 7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8 SUPPLIER'S OBLIGATIONS

- 8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

9 CANCELLATIONS AND REFUNDS

- 9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 5 working days of delivery and the Customer shall be entitled to replacement Goods, full refund or credit note upon return of faulty Goods.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- 10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 10.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.
- 10.4 The Supplier assumes no responsibility for the design or the supply of the Goods and/or Services that are the subject of this transaction. To the extent that Supplier's personnel recommend design modifications or provide design analysis, simulation or advice, they do so to help meet the requirements of Supplier's own manufacturing process. The customer retains sole legal responsibility for the design specifications and performance of the goods that are the subject of this transaction and are wholly responsible for the intended use of the Goods and/or Services.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts. The rights and obligations of Supplier and the Customer under this contract shall be governed by the laws of England (without regard to principles of conflict of law). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this transaction. Any suit, action or other legal proceeding arising out of or relating to this transaction shall be brought in a court of England. Supplier and the Customer each consent to the jurisdiction of each such court in any suit, action or proceeding, and waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

PROPOSAL

NAME OF SUPPLIER:

DMP 3D

BUSINESS ADDRESS OF SUPPLIER:

68 Lark Road, Mildenhall, Suffolk, IP28 7HL, England

PHONE FAX AND EMAIL ADDRESS OF SUPPLIER

Phone: 07824618515 Email: wayne@dmp3d.co.uk

DESCRIPTION OF GOODS:

Stated on quote(s) and/or invoice(s)

DESCRIPTION AND SCOPE OF SERVICES:

3D CAD (Computer Aided Design), 3D Scanning (Blue laser, IR & White light), Scan to CAD, 3D Printing, Laser Marking, Reverse Engineering, Prototyping.

3D printing tolerances can vary +/-0.3mm per 100mm although we do our best to make them as close to design as possible. Layer lines and retractions marks may be visible and a seam may be present. Areas needing support material can leave a rough/pitted edge/face. If holes/diameters/radius are printed vertically they may have a flat to the bottom and top of the surface.

THE PRICE:

Minimum charges not including VAT unless otherwise stated (in writing, quotes and/or invoices)...

£45 per hour for 3D CAD services

£25 3D printing services (FDM)

£25 3D printing services (MSLA)

£15 Laser Marking

£65 3D Scanning services

PAYMENT METHOD:

BACS (preferred) or Cash

VAT: GB 327383003