

Dynamic Edge Innovation

Terms & Conditions of Service

These Terms of business and Our privacy policy are available for Your perusal on Our website at www.dynamic3dge.com. Together with the NDA, Order Form and Order Confirmation, these Terms are the Conditions on which We supply products to You, including goods, Services, or digital content, and as otherwise known as an 'Order' throughout these Terms.

By placing an Order You are agreeing to be bound by these Terms. Please therefore read these Terms carefully, with particular regard given to clause 5, before submitting an Order Form and agreeing to any Order Confirmation.

These Terms tell You who We are, how We will provide products to You, how You and We may amend or terminate an Order, what to do if there are any issues with Your Order, and any other important information. If You are unsure of any part of these Terms, then please contact Us for clarification.

1. *Definitions*

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings (The singular shall include the plural, and vice versa. Any reference to one gender shall include the other):

- 1.1 **Seller:** Dynamic Edge Innovation Ltd, company number 11320945, whose registered office is at Rose Cottage, Fore Street, St Cleer, Cornwall, PL14 5DA. The Seller will also be referred to as 'Us', 'We', and 'Our' throughout these Terms. We may be contacted by telephone on 07773 033856 or by email at info@dynamic3dge.com.
- 1.2 **Buyer:** The individual, partnership, or incorporated entity ordering the goods/Services from the Seller, as identified in the Order Form. The Buyer shall also be referred to as 'You' or 'Your' throughout these Terms.
- 1.3 **Conditions:** The Terms and Conditions of sale as set out in this document, an Order, and an Order Confirmation, together with any special Terms and Conditions clearly and expressly agreed in writing between Buyer and Seller.
- 1.4 **Order Form:** The document titled 'Order Form' which accompanied these Terms, and must be filled out by the Buyer.
- 1.5 **Order Confirmation:** The document titled 'Order Confirmation' which accompanied these Terms, and shall be filled out by the Seller based on the understanding of the Buyer's Order requirements.
- 1.6 **Placing an Order:** You will be deemed to have placed an Order with Us when You have submitted a completed Order Form and You have agreed to Our Order Confirmation.
- 1.7 **Parties:** Buyer and Seller.
- 1.8 **Services:** The Services supplied by the Seller to the Buyer, as better set out in the Order Confirmation.
- 1.9 **Fee:** The amount of money payable by the Buyer for the Services provided by Dynamic Edge Innovation Ltd.

- 1.10 **Privacy Policy:** The document contained on Our website which explains the way We process any personal data relating to You.
- 1.11 **NDA:** The Seller's Non-Disclosure Agreement, as to be signed by the Buyer before any Services can be provided.
- 1.12 **Intellectual Property Rights :** Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill, and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information (including know-how), and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.13 **Confidential Information:** Any information relating to the Buyer's Order not already in the public domain through no fault of the Seller, including sketches, client names, company names, prototypes, and all associated technical know-how, and any providers of the associated technology, trade secrets, financials, manpower, marketing plans, web content and layout, ideas, drawings, research, development, Incidents, remuneration, expansion plans, trading position, relationship with third parties and remuneration and benefits of those third parties, and any other information marked as or communicated to the Seller by the Buyer, whether made orally or in writing, to be Confidential.

2. *Orders*

- 2.1 Upon Your request to place an Order with Us, We will submit a blank Order Form, in editable PDF format or hard copy by post, for You to provide Us, among other details, with the following information:
 - a) Your name;
 - b) Business/company name and number;
 - c) Your email address;
 - d) Your telephone number;
 - e) Your business address;
 - f) The name of the project manager;
 - g) Your confirmation that You have thoroughly researched and satisfied yourself that Your Order does not infringe any Intellectual Property Rights of a third Party, as You shall be solely responsible for any such breach. Please refer to clause 6 Limitation of Liability for further information.
- 2.2 Upon Our receipt of Your completed Order Form, We will then submit Our Order Confirmation containing information from Your Order Form, together with a description of the Order to reflect Our understanding of Your requirements to date, any ancillary agreements, and the Order Confirmation itself.
- 2.3 The Order Confirmation will also feature a 25% deposit requirement of the total Order Confirmation, based on hours, together with contingency payment arrangements if the accrued hours surpass the original Order Confirmation.

2.4 An Order is placed when You confirm the details of the Order Form and Order Confirmation to be correct. It is therefore Your responsibility to check the details in both documents carefully.

2.5 The deposit must be paid before any work can commence on Your Order.

2.6 We reserve the right to refuse an Order on any grounds, including:

- i. Our reasonable belief of potential Intellectual Property infringement;
- ii. A product or material is out of stock or unobtainable;
- iii. We are unable to meet Your expectations or deadlines;
- iv. There is an error in the price or description of the product.

3. Fees and Completion

3.1 Please note that Order Confirmations are based on a set period of time. If such a period extends beyond Our reasonable foresight, or an Order changes, additional fees may be incurred but discussed with the Buyer first.

3.2 Deposit payments must be paid within 14 days of Your receipt of the Order Confirmation. Beyond this time, new Order Forms and an amended Order Confirmation may need to be submitted, and You will also lose any designated time set aside in Our anticipation of working on Your Order.

3.3 Should You change or cancel Your Order for whatever reason up to 3 days prior to a scheduled start date, as notified to You in writing, then You may do so without charge.

3.4 Cancellation of any Order within 3 days from a scheduled start date will incur a 25% charge of the total Order Confirmation, as will a material change in an Order.

3.5 Should You cancel an Order after work has been commenced, You will become liable to pay at least 25% of the Order Confirmation, together with the cost of any work carried out to date.

3.6 Together with any invoices that may become due on a monthly basis, if the timescale of an Order warrants monthly invoices, a final payment invoice will be also submitted.

3.7 Please note that during the course of carrying out Your Order, We may incur additional expenses in doing so, but which We will discuss with You, if practicable to do so, beforehand. Such out of pocket expenses will also be detailed in Your invoice(s).

3.8 Any out of pocket expenses will be evidenced by receipts and similar documentation as proof of purchase.

3.9 An Order will be regarded as complete once the Buyer provides confirmation in writing that their Order has been fulfilled, and the Seller has signed the work off.

3.10 Invoices must be paid within 14 days of receipt. Beyond such time late payments will incur an interest charge of 8% over the bank of England's base rate, which shall accrue daily until such payments are made in full. Further to Our Privacy Policy You hereby agree to waive Your rights of confidentiality in respect of Your name, address, and any other details relating to unpaid invoices for the purposes of debt collection.

3.11 Any completed design and other such products, documents and files like IGES, STEP, STL files will only pass to the Buyer upon payment in full of the final invoice, subject to clause 5.

3.12 We will liaise with You over taking delivery of physical products and materials. You hereby become liable to bear any such transport or delivery costs.

4. Obligations

4.1 It is the Seller's responsibility to meet the following obligations:

- 4.1.1 Carry out all work in a timely and efficient manner;
- 4.1.2 Maintain best engineering practices at all times;
- 4.1.3 Use all reasonable endeavours to meet any deadline dates specified in the Order Confirmation, although such deadlines are only estimates and may be liable to change;
- 4.1.4 Comply with all laws and safety requirements, and notify the Buyer if in doing so the Order must be changed;
- 4.1.5 Keep and maintain any materials, equipment, documents and other property of the Buyer at the Seller's premises in safe custody at their own risk, and not dispose of or use the Buyer's materials other than in accordance with the Buyer's written instructions or authorisation;
- 4.1.6 Subject to clause 5, to not, without the prior written consent of the Buyer, permit any Confidential Information, including that disclosed by a third Party;
 - I. To be disclosed, divulged or communicated, whether directly or indirectly, to any third Party, except to those associates of the Seller already bound by a non-disclosure agreement to extend the effect of this clause to those third parties;
 - II. To copy, reproduce in any form, including commercial exploitation in any way, or;
 - III. To be used for any purposes not associated with the fulfilment of your Order, or;
 - IV. To be used for the solicitation or enticement, in any way, of the Buyer's Clients, potential Clients, and any customers, to diminish the income of, or bring the Buyer or their Business into disrepute;

4.2 It is the Buyer's responsibility to meet the following obligations:

- 4.2.1 Ensure their Order to be complete and accurate before confirming an Order Confirmation;
- 4.2.2 Seek Our consent to any non-disclosure agreement You require our confirmation to before placing an Order;
- 4.2.3 Communicate all requirements clearly at all times and reasonably satisfy yourself of Our understanding;
- 4.2.4 Co-operate with Us in all matters relating to the Order;
- 4.2.5 If a service is being provided to measurements provided by the Buyer, the Buyer is responsible for ensuring that these measurements are correct;
- 4.2.6 Provide the Seller with such information and materials as the Seller may reasonably require to provide the Services, and to ensure that such information is accurate;
- 4.2.7 Obtain and maintain all necessary licences, permissions and consent which may be required for the Services before the date on which the Services are due to start.
- 4.2.8 Ensure that in carrying out the Order, no Intellectual Property Rights whatsoever are being infringed
- 4.2.9 Please be aware that if an Order is intended as a prototype to be optimised for manufacture, before completion of Your Order, We ask that You ensure that You make it clear to Us that You would like Us to liaise with a manufacturer to optimise an Order for fitness for manufacture;
- 4.2.10 To keep and maintain any materials, equipment, documents and other property of the Seller at the Buyer's premises in safe custody at your own risk, and not dispose of or use the Seller's materials other than in accordance with the Seller's written instructions or authorisation;
- 4.2.11 To reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer's recklessness, negligence, or contravention of clause 5.

5. Intellectual Property, Design Rights and Patents

- 5.1 The Buyer hereby relinquishes all rights and claims of any sort associated with the Intellectual Property created by the Seller in providing Services or completing any Order.
- 5.2 Further to clause 5.1 the Buyer agrees that there is either no value in their design ideas prior to the commencement of Services, or that such value is so insignificant as to not support an application to register a Design Right or patent with the Intellectual Property Office or to claim any other value associated with their ideas.
- 5.3 The Buyer is hereby aware and agrees to the Seller registering any design rights, patents, or any other means of claiming Intellectual Property Rights, over any work created from Services and the fulfilment of any Order or otherwise so created by or commissioned by the Seller as the 'creator'.
- 5.4 Further to clause 5.3 the Buyer's use of the Seller's Intellectual Property for profit making purposes or otherwise will be granted at the Seller's discretion and subject to a licence for such use entitling the Seller to a commission on revenue as to be discussed and agreed between Buyer and Seller in writing and formalised into a licence agreement by the Seller.
- 5.5 Alternatively to clause 5.4 the Seller may offer the Buyer the option of purchasing the Intellectual Property, including any Design Rights or patents. The cost of this assignment of Intellectual Property will also be subject to discussions between Buyer and Seller, to be agreed in writing and ultimately formalised into an assignment agreement.
- 5.6 The Seller will endeavour to inform the Buyer of the associated cost in licencing or assigning Intellectual Property in a timely manner, but the Buyer must satisfy themselves of any associated cost in using or obtaining such Intellectual Property prior to agreeing to an Order Confirmation.

6. *Limitation of Liability*

- 6.1 In conjunction with all other clauses limiting Our liability You hereby release Us, together with Our employees, agents, and successors in any rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to Your:
 - i. Negligence in failing to ensure that no third Party's Intellectual Property Rights will be infringed in the carrying out of Your Order or manufacture of the product thereafter;
 - ii. Failure or delay to perform any of Your obligations as set out in these Terms;
 - iii. Reliance on the appropriateness and compatibility of a prototype/product for manufacture, irrespective of any manufacturer We recommend or introduce You to, if You have not, prior to Our completion of Your Order, ensured that a product is fit for manufacture. If You later discover that a completed Order has not met Your specifications not clearly disclosed to Us during Your Order, then any amendments to that completed Order will incur additional fees as to be agreed in writing;
 - iv. Reliance on deadlines and timescales, although We endeavour to honour these in Order Confirmations or any other communication;
 - v. Misuse of a product contrary to any of Our instructions.

- 6.2 Nothing in these Terms of business limits or excludes liability of either Party for death or personal injury caused by negligence, fraud, or wilful misconduct by the other Party.
- 6.3 In any claim You make against Us whatsoever, You hereby release any of Our employees, agents, and consultants of any sort from liability.

7. Force Majeure

- 7.1 If either Party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such Party shall be excused the performance for so long as such cause of prevention or delay shall continue.
- 7.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under these Terms as a result of a force majeure event.
- 7.3 For the purpose of these Terms ‘force majeure’ shall be deemed to be any cause affecting the performance of these Terms arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such Party and inter alia including, but not limited to:
- 7.3.1 Strikes, lockouts or other industrial action;
 - 7.3.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
 - 7.3.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
 - 7.3.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 7.3.5 Political interference with the normal operations.

8. Termination

- 8.1 Dynamic Edge Innovation Ltd may terminate the Services and the Terms via written communication to the Buyer with immediate effect should You fail to make any payments due under these Terms
- 8.2 Without limiting its other rights or remedies, each Party may terminate these Terms with immediate effect by giving written notice to the other Party if:
- 8.2.1 The other Party commits a material breach of its obligations under these Terms and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - 8.2.2 The other Party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 8.2.3 The other Party's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under these Terms has been placed in jeopardy;
 - 8.2.4 The other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 8.3 On termination of these Terms for any reason:

- 8.3.1 The Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer within 14 days of receipt. See clause 3.10 for late payments;
- 8.3.2 The Buyer shall return all the Seller's materials and any deliverables which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms;
- 8.3.3 The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry;
- 8.3.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

9. General

- 9.1 Nothing in these Terms is intended or deemed to establish any partnership or joint venture between any of the Parties, nor constitute either Party the agent of another Party for any purpose. Neither Party shall have authority to act as agent for or to bind the other Party in any way.
- 9.2 These Terms of business are meant to be read as a whole document. Each clause heading and subheading is merely there for guidance and shall not affect the interpretation of these Terms.
- 9.3 These Terms of business shall create no third Party rights, authority, benefits, or enforceability, including any implied by the Contracts (Rights of Third Parties) Act 1999
- 9.4 These Terms contain the entire agreement and understanding of the Parties relating to the subject matter of these Terms and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral.
- 9.5 Variation. Except as set out in these Terms, no variation of these Terms, including the introduction of any additional Terms and Conditions shall be effective unless it is agreed in writing and signed by the Seller.
- 9.6 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.7 Jurisdiction. Each Party irrevocably agrees 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 or its subject matter or formation (including non-contractual disputes or claims).