



3D Printing Solutions

Terms and Conditions of Business

These terms and conditions (“Terms”) form the entire agreement between 3D Printing Solutions (“3PS”) and you the client (“Client”) for the goods and services provided by 3PS. You should understand that by ordering any of our services you agree to be bound by these Terms.

1. Applicability

These Terms shall prevail over any terms of business or purchase conditions proffered by the Client, unless agreed otherwise in writing. These Terms may not be varied without the written agreement of authorised signatories of the parties.

2. Services

The Terms are applicable to the following services

- (a) 3D design
- (b) Rapid prototyping
- (c) Low volume production
- (d) Usage of the web site 3psuk.com (“Site”)

3D design:

This is the creation by 3PS of a software 3D model, using Solidworks 3D CAD software, from models and/or drawings and/or specifications provided to 3PS by the Client. The work will range from delivery of precise instructions/ drawings/specifications, where 3PS is used as a drafting function; to the input of substantial or complete design ideas by 3PS, as requested by the Client., typically where the input from the Client comprises no more than notes and sketches Where relevant 3PS will also suggest to the Client changes to the 3D design to match the 3D printing process and improve the quality of the 3D printed model.

3D design also includes modifications to an existing 3D model provided by the Client.

3D design contract service:

This is where the Client wants to hire 3PS 3D design resources to work on design for a project(s) that has nothing to do with 3PS Rapid Prototyping and Low Volume Production services.

This service is not covered by the Terms. It is assumed that this service will be subject to the Client’s terms and conditions.

Rapid Prototyping:

The production of a 3D printed model from either

- a) an agreed design in Solidworks either provided by the Client or resulting from 3D design by 3PS.



- b) An STL file provided by the Client to 3PS

In many respects, in terms of process, for 3PS there is little or no difference between Rapid Prototyping and Low Volume production. The inference of Rapid Prototyping is of a faster service, typically 48 hours to dispatch, and a result that may be expectedly of a lower quality than possible for a final Manufactured product. This aspect will be discussed with the Client prior to the Quotation being provided.

Low volume production:

The production of a 3D printed model(s) to the best quality achievable by 3PS unless the Client specifically requests a lower quality, typically to manage costs. Normally multiple models will be produced, although the service covers the production of one model. The service will normally require an agreed production, delivery and payment schedule although this is dependent on the volume/print time/urgency involved. Where required and viable 3PS will undertake production of the order in one production batch. Depending on circumstances 3PS may insist on the production of one unit at production quality to be produced and accepted by the Client before starting full production of the Client's order.

3. Acceptance of order

1. Quotation

- 3.1.1.** Irrespective of the route and method of collating necessary information, 3PS will issue by email a Quotation to the Client. The quotation will describe the service requested, the unit price, the dispatch/collection date and other important information/agreements as necessary.
- 3.1.2.** Given the fast nature of 3D printing the quotation should reflect the final position. 3PS does reserve the right to modify any detail within the quotation. In such an event a new quotation will be emailed to the Client.
- 3.1.3.** The quotation is not a commitment by 3PS to accept the order. The quotation is valid for a period of four hours from time of email.
- 3.1.4.** The quotation will contain a job number which is the sole reference to the job identification irrespective of other numbers used in correspondence.

2. Client order

- 3.2.1.** For limited companies and sole traders your order must be submitted on your official order form and submitted to us by email as an Adobe .pdf file.



By submitting the order you are stating that you have the authority to do so on behalf of your company.

For private individuals submitting your order details within an email is required.

- 3.2.2. Failure to include the job number assigned by 3PS may delay or prevent acceptance of your order by 3PS.
- 3.2.3. Any changes in the order to the details described in the quotation that have not been agreed with 3PS will result in the order not being accepted.

3. Order acknowledgement and acceptance

- 3.3.1. If the order details are correct and the order and payment have been received within four hours of issuing the quotation, an order acknowledgment will be emailed to the Client.
- 3.3.2. If either the order or payment is received after the four hour period it is possible that 3PS will issue an order acknowledgment. If, however, 3PS can no longer honour the details in the quotation then a revised quotation will be issued to the Client.; this typically will arise where the delay will cause the assigned production slot to be missed.
- 3.3.3. 3PS has no liability to accept the order should a delay in payment be due to a failure caused by a third party in the chosen payment process; typically banks or Paypal.
- 3.3.4. Issuance of the Order Acknowledgement by 3PS confirms the contract in place between 3PS and the Client
- 3.3.5. Payment by cheque

If payment by cheque has been agreed then 3PS will issue the Order Acknowledgement after the cheque has been presented and cleared by the UK banking system.

4. Order cancellation

- 1. An order and the Client's liability to pay for that order can only be cancelled if the following three conditions are met.



- 4.1.1. An email from the Client with the heading “order cancellation” and containing the correct job number is received by 3PS before 6pm. on the same day that the Order Acknowledgment is issued or before the Order Acknowledgement is issued.

Any order with an Order Acknowledgment issued between 6pm and midnight of the same day cannot be cancelled.

- 4.1.2. The Client has had a telephone conversation with 3PS advising that the aforementioned order cancellation email has been sent. A voicemail message does not constitute a telephone conversation in this context.
- 4.1.3. In the event that a telephone conversation has not taken place but 3PS sees the aforementioned email before 6pm then 3PS will cancel the order

2. 3PS has no liability to cancel the order if a telephone conversation has not taken place and the Client has made every effort to contact 3PS by telephone.
3. Any request by the Client to cancel an order will, if processed, result in the Client being liable for the payment of a £10 administration fee.
4. In the event that 3PS advises the Client that they are unable to dispatch the order within the agreed timescale then the Client has the right to cancel the order.

- 4.4.1. 3PS will refund to the Client any monies paid for that order for items not already dispatched.
- 4.4.2. If no items have been dispatched then if 3PS has also done design work for the Client but has not yet sent the design files to the Client, 3PS will refund any monies paid by the Client for design work.

5. Prices

1. All prices are in GBP and exclusive of VAT. A VAT invoice will be provided with VAT calculated at the prevailing UK rate, currently 20%.
2. Postage

3PS use the Royal Mail delivery next day by 1:00pm service, or similar should they reorganise their pricing. All deliveries must be signed for. The quotation may include an indicative price; the Invoice will contain the actual charge with receipt provided.



Alternative postal services or Royal Mail options can be used at the Client's request although 3PS accepts no liability to use alternative services.

3PS will normally levy a small cost for packing materials

3. 3D design service

For design work involved in rapid prototyping and manufacturing 3PS use a standard hourly rate commensurate with cost of Solidworks/Autodesk designers in the UK.

For the 3D design contract service the cost will be derived from discussions between 3PS and the Client

6. Payment

1. Payment can be made via

- a) The Banking system; BACS, Internet banking etc.
- b) Paypal – a 3% surcharge will be added to the invoice
- c) Cheque drawn on a UK retail bank

2. Payment must be made at the time of the order, i.e. within the four hour period following 3PS issuing the quotation to the Client.

3. For low volume production where the order is divided into production batches, each batch must be paid for before the production of that batch commences.

The Legal Stuff

7. Confidentially and intellectual property

- i. Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party (or from any person on behalf of the other party) and shall use such information solely to fulfil its obligations under these Terms or as may be required by law.
- ii. All Rights in new Model(s) or Design produced by 3PS personnel during services are vested in the Client.



- iii. 3PS are aware that in areas such as product development, confidentiality can be of the essence and are happy to sign any reasonable additional terms covering this subject.
- iv. 3PS will not manufacture additional copies of the design or any derivative of the design for transfer to other entities.
- v. Unless specified otherwise 3PS retain the right to print a copy for use as a sales aid or for visual representation on their website or sales brochures.

8. 3PS's Liability

- i. 3PS's total liability to the Client, other than for death or personal injury caused by its negligence or for fraud, for any losses costs expenses or damages under these Terms shall be limited to the total Fees paid or payable by the Client to 3PS in relation to the specific service to which the claim relates. Under no circumstances shall 3PS have any liability to the Client for loss of profit, revenue, anticipated savings or bargain or loss or corruption of data or software or for any indirect special or consequential losses. All 3PS's goods and services are provided materially in accordance with their description. The undertakings, representations and warranties in these Terms are in lieu of all other warranties express or implied, statutory or otherwise.

9. General

- i. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts. 3PS shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control.
- ii. 3PS will accept no liability for failure to deliver arising from equipment malfunction or failure within 3PS's production environment
- iii. 3PS shall be entitled to assign its rights and obligations under these Terms to a purchaser of the whole or a substantial part of its business.