

Terms & Conditions

1.0 General

SGD shall charge for work at prices stated on our hourly rate, correct at the time of order (as stated on the quotation), unless agreed otherwise in writing before the work starts. All prices quoted are assumed to be exclusive of delivery charges and VAT.

2.0 Quotations

SGD will quote prices and estimate delivery times for any job upon request.

2.1 Quotes and delivery estimates are provided subject to sight of final brief.

2.2 Customers are urged to check specifications and conditions in any quote. All additional work, requested outside of the original brief and provided quote shall be chargeable at our standard daily rate. Unless otherwise agreed in writing.

2.3 Quotes are checked for accuracy. However SGD reserves the right to decline work if an error occurred in the quote.

2.4 A copy of the acceptance of quotation (if provided) must be returned signed and dated before the commencement of any work can begin. This will be accepted as indication that these terms & conditions have been read and agreed to.

3.0 Payments

The customer shall pay invoices for design work ordered within 14 days from the date of invoice. SGD reserves the right to charge interest on all overdue sums including interest charges for late payment at the rate of 8.00% plus the interest rate defined by the Bank of England, payable on demand.

4.0 Verbal Instructions

The customer is advised to issue all instructions in writing and confirm all telephone instructions in writing. SGD will use its best endeavours to follow all verbal instructions, but shall accept no responsibility or liability for work carried out on this basis.

5.0 Delays

SGD will not be liable for any costs incurred, compensation or loss of earnings due to material or information received late from the client or suppliers. SGD reserves the right to charge extra for work which as a result of being supplied late, must be executed more quickly than originally agreed.

If work is delayed or cancelled without prior arrangement, by more than seven days due to customer approvals, material supplied late or for any reason that is beyond the control of SGD, SGD shall be entitled to payment for all work carried out, whether completed, finished, delivered or not delivered.

6.0 Liability

SGD's liability to the customer for any damage or expense caused by a failure to discover any defect or error in the work or supplied items shall be limited to a sum equal to the amount SGD charges for those items or work effected. SGD cannot be held liable for any errors, failures, defects or delays in the work caused by the supply of unsuitable specifications, instructions or material supplied by the client.

6.1 All dimensions supplied by the client are received as a final copy and are assumed to have been fully proof checked. Any dimensional data not indicated, will be assumed to be coherent with any supporting final CAD data.

6.2 Final designs are prone to change due to manufacturing requirements, as set by the final manufacturer. SGD will aim to fulfil any DFM criteria, early in the process but any such decision lays with the final manufacturer.

6.3 SGD is not liable for any copyright infringements of imagery supplied by the client for use in any project. It is assumed that copyrights or permissions are assigned to them to use such imagery.

7.0 Force Majeure

SGD shall have no responsibility to the customer in the event of any failure, delay or default due in part to:

7.1 Circumstances beyond the control of SGD.
7.2 Fire, power failure, mechanical or software failure, media storage corruption and unavoidable shortage of materials.

7.3 Industrial disputes or third party actions.

8.0 Ownership

Until work carried out by SGD is paid for in full, including interest for late payment. Legal and beneficial ownership shall remain with SGD. The customer shall hold the work on a fiduciary basis. Notwithstanding the above, the customer may sell on the work in the normal course of business, in which case SGD ownership shall attach to the proceeds of the sale.

9.0 Intellectual Property

Any creative elements in SGD's work are supplied only as a limited licence for the use to the extent specified in (or that could be assumed from) the original folder. SGD shall retain full legal and beneficial ownership of such creative work and no additional or subsequent use or commercial exploitation may be made without SGD's expressed permission in writing.

10.0 Indemnity & Libel / Obscenity

The customer shall fully and effectively indemnify SGD against all costs, expenses, damages and losses in connection with any third party proceedings with respect of goods produced, worked

on or work carried out by SGD, including claims and proceedings relating to copyright, trademarks, patents, industrial property, lines and obscenity.

11.0 Customer Default

If the customer shall be in default, or if SGD has reason to believe that the customer will be unable or unwilling to discharge its obligations, then SGD may cease work without any liability and give notice to the customer that payment for anything supplied under the contract between the two parties is due and payable immediately.

Without prejudice to other remedies, SGD shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in its possession and shall be entitled to dispose of such goods or property as it thinks fit in order to apply the proceeds towards such debts.

12.0 Subcontracts

Outside of our core services SGD may subcontract work to a third-party, but SGD shall remain liable to the client for this work. We add a discretionary mark-up / handling charge at industry standard rates unless agreed otherwise in writing, with the client prior to commencement of this work.

13.0 Divisibility of Contract

All contracts between SGD and its clients are divisible. Each delivery made:

- i) Shall be deemed to arise from separate contract.
- ii) Shall at SGD's discretion be invoiced separately.

14.0 Different Conditions

These conditions override any differing conditions which may appear on the customer's order and maybe modified only with the written consent of SGD.

15.0 Governing Law

The resolution of any dispute shall be governed by the laws of England.

16.0 Publicity Rights

SGD are entitled to claim authorship for designs / products reproduced wholly or substantially to its design. The customer agrees to give us credit where appropriate in all press, publicity and online material. SGD appreciate the opportunity to see such material before publication. We reserve the right to use our commissioned design work in self-promotion literature, advertising and websites unless clearly stated by the client.

17.0 Proofs

SGD cannot be held liable for final printed items that do not match the original inkjet / laser / sketch / screen visuals presented in the design process. Due to different processes / methods / stock and digital differences, final product may vary. SGD accepts no responsibility for items printed from files supplied, without a proof being supplied for approval.

18.0 Printing

SGD will prototype most designs using in-house facilities.

18.1 Models will be printed at a stated layer height specified in the original quote.

18.2 Models will be printed in the specified material and colour. Any changes will require the original quotation to be reissued.

18.3 FDM (Fused Deposition Models) will be produced within an accuracy of +/- 0.5mm or 1% depending on which is greater.

18.4 SGD cannot guarantee that small details less than 0.8mm will be discernible and it's the customers responsibility to ensure supplied files meet the DFM (Design for Manufacture) requirements for FDM.

18.5 SGD will do its best endeavours to reduce colour variations. Printed colours are fixed to spot colours and may vary due to any inconsistencies in the spool material, extrusion process.

19.0 Unacceptable Orders or Cancellation

Orders cannot be cancelled, once the production stage has commenced. Orders that contain non-refundable items are still cancellable, however note that refund or cancellation will not apply to items in the order that are non-refundable.

SGD reserves the right to decline any in-house prototyping work due to technical limitations or model feasibility. If so, the client will be contacted immediately and shall be offered a reasonable alternative or a full refund if requested.

Functional weapons or parts deemed to be used to inflict harm to others, will not be printed. Any parts for weapons, concealed or disguised as other parts in an attempt to bypass this rule will remain the responsibility of the person(s) or company who submits these files and they shall be liable for any legal actions as a result of the printing, SGD shall not be liable for any bypassed, printed work under these circumstances.

20.0 Acceptance of Prototype Work

SGD are not responsible for any third party designs, should it not work or not fit the designed purpose. Unless the supplied artefact delivered, is substantially dimensionally different to the supplied CAD files.

The customer shall inspect all work immediately upon receipt and give notice of any alleged defects in writing to SGD within

24 hours of delivery. Failing such notice, the work shall be deemed to have been acceptable and therefore will be liable for payment.

21.0 Competitions & Offers

For all competitions & offers final discretion lies with SGD. Any typos or errors with competitions & offers documentation are deemed invalid and it is to the discretion of SGD to honour them.

21.1 Lifetime Discounts

These offers are only valid on 3d printing enquiries and orders placed directly through the SGD websites (<http://www.samgribben.com>) or (<http://www.allthingsbuilt.co.uk>). Not valid on any subsidiary websites or stores.

21.2 Vouchers

Vouchers issues as part of competitions are only valid for 12 months from the date of issue for products and services stated on the voucher. Vouchers do not cover shipping costs, which must be paid for by the customer.

21.3 Competitions

Social media brand awareness competitions will run on a quarterly basis where names entered will be compiled onto a database with a random number assigned. A party not associated with SGD will generate a random number within the data range via an algorithm and the winner will be notified within 48 hours from the draw date.

22.0 General Data Protection Regulation

SGD is fully compliant with GDPR (General Data Protection Regulation) 2016 / 679.

22.1 Right to Erasure

If any individual or company is unhappy with any data being stored by SGD, the assigned data officer once notified by writing will erase all records without hesitation.

22.1 Competition Data

Customer data stored for the quarterly competition (21.3) is stored on a 256 bit encrypted server with only first name, last name and email data. Once the subsequent competition has been ran all data will be erased in a Thursday, 17 May 2018 in accordance with GDPR 2016 / 679. Only the competition winner will be contacted via email to have a voucher sent digitally with his / her data also deleted subsequently.

22.0 Limitation of Liability

These terms and conditions set out the full extent of our obligations and liabilities in respect of the services provided by SGD. As set out, there are no warranties, conditions or other terms that are binding on us regarding the supply of services. Except as expressly stated in these terms and conditions.

Any warranty, condition or other term arising out of or in connection with the services or the delivered models with might otherwise be implied into or incorporated into these terms and conditions.

By statute, common law, laws applicable in the country where the services were offered or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

SGD will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or any indirect incidental, exemplary, special, punitive or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract, warranty or otherwise our maximum aggregate liability under these terms and conditions whether in tort (including negligence) or otherwise shall in no circumstances exceed the fee received by the client by SGD for the relevant order.