



Terms and Conditions
For
Supply and Installation of
G3D 3D Rapid Prototyping Machines and Consumables

G3D

ADDRESS: Goodwin House, Leek Road,
Hanley, Staffs ST1 3NR

EFFECTIVE DATE:

24th March 2016

JEWELLERY

AUTOMOTIVE

AEROSPACE

INDUSTRIAL

www.grscastingpowders.com

PREAMBLE

These terms and conditions set out the agreement made and entered into by and between G3D, a Division of Goodwin Refractory Services Ltd, a UK Company with its principal offices located at Goodwin House, Leek Road, Hanley, Staffordshire ST1 3NR hereinafter called "G3D" and any customer being provided these terms and conditions prior to receiving delivery of products from G3D.

The parties agree as follows:

GENERAL CONDITIONS

Customer will order the products at the agreed price and payment terms
Customer agrees to make all required preparations for installation as included in the appendix A
G3D engineers must perform installation at customer site
Customer must not open, tilt, shock or tamper with the delivered products
G3D engineers will safely open the delivered products on commencement of installation

1. SCOPE OF THE AGREEMENT

(a) G3D shall sell Products to the Customer solely for the purpose of using the products for its own use, and ensuring that use being entirely legal. The Customer shall not obtain the Products for resale for any other purpose; nor seek value added resellers, establish any branch or maintain any distribution depot for the Products in any country.

(b) The relationship of G3D and Customer established by this Agreement is that of independent contractors, and nothing contained herein shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Customer to create or assume any obligation on behalf of G3D for any purpose whatsoever.

All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall be solely responsible for, and shall indemnify and hold G3D free and harmless from, any and all claims, damages or lawsuits (including G3D's attorneys' fees) arising out of the acts of Customer, its employees or its agents.

2. RESPONSIBILITIES OF CUSTOMER

- (a) Customer agrees not to use G3D Rapid prototyping products to create items which are infringing on any copyright of any 3rd party or to create any item which are considered as illegal in any country.
- (b) Customer agrees not to re-package, re-label or re-sell any G3D products in any country.
- (c) Customer will follow all user instructions provided by G3D in the way of manuals and tutorial videos precisely to ensure the safe use and expected life term performance of the products.
- (d) Customer is responsible to follow and adhere to all health and safety instructions provided with the products by way of labels or information in user manuals. Customer is responsible for their own health and safety and that of their employees who may be using or in the environment affected by the products.

3. RESPONSIBILITIES OF G3D

- (a) Materials. G3D shall promptly provide Customer with user information concerning the Products with all such material printed in the English language.
- (b) G3D will continue to communicate with the customer and make the customer aware of any upgrade programs or offers as they become available.
- (c) Training. G3D will provide product training to Customer at cost as per agreed quotation. Cost for transport and living expenses for G3D personnel to attend training will be borne by the Customer, unless otherwise agreed on the quotation. Cost for transport and living expenses for Customers personnel to attend training will be borne by the Customer.
- (d) Installation. G3D will provide product training to Customer at cost as per agreed quotation. Cost for transport and living expenses for G3D personnel to attend installation will be borne by the Customer unless otherwise agreed on the quotation. Cost for transport and living expenses for Customers personnel to attend training will be borne by the Customer.
- (e) Technical Service and Support including the warranty period will be provided by G3D. G3D engineers will employ use of remote support tools to provide service directly to the customer from a remote location. Depending on the service required, on some occasions the machine or parts of the machine may need to be transported to G3D premises for service at a cost to be agreed.

G3D will also make available on-site service engineers when required at a cost to be agreed.

4. TERMS OF PURCHASE OF PRODUCTS BY CUSTOMER

(a) Terms and Conditions. All purchases of Products by Customer from G3D during the term of this Agreement shall be subject to G3D Standard terms and conditions of sale.

(b) Prices. All prices are Ex Works (as defined in terms and conditions). The purchase price to Customer for each of the Products ("Purchase Price") shall be as set forth in the quotation provided to the customer by G3D. G3D has the right at any time to revise the prices in the quotation without advance written notice to Customer providing the quotation validity has expired.

(c) Taxes. Customer's Purchase Price does not include any VAT or local taxes that may be applicable to the Products. When G3D has the legal obligation to collect such taxes, the appropriate amount shall be added to Customer's invoice and paid by Customer unless Customer provides G3D with a valid tax exemption certificate authorized by the appropriate taxing authority.

(d) Order and Acceptance. All orders for Products submitted by Customer shall be initiated by written purchase orders sent to G3D, including a requested delivery date. No order shall be binding upon G3D until accepted by G3D in writing, and G3D shall have no liability to Customer with respect to purchase orders that are not accepted. G3D shall notify Customer of the acceptance or rejection of an order and of the assigned delivery date for accepted orders within 3 working days. No partial shipment of an order shall constitute the acceptance of the entire order, absent the written acceptance of such entire order.

(e) Terms of Purchase Orders. Customer's purchase orders submitted to G3D from time to time with respect to Products to be purchased hereunder shall be governed by the terms of this Agreement, and nothing contained in any such purchase order shall in any way modify such terms of purchase or add any additional terms or conditions unless agreed upon by both parties.

(f) Product Variances. Customer may not cancel any order for a non-standard product that has been accepted by G3D.

(g) Order Cancellation. Customer may cancel any order for standard product that has been accepted by G3D then Customer shall pay a cancellation charge equal to twenty-five percent (25%) of the net Purchase Price of the cancelled Products

(h) Payment. 50% of the Full Order Value at the Customers Purchase price (including any freight, taxes or other applicable costs initially paid by

G3D but to be borne by Customer) shall be paid by the Customer to G3D at the time of purchase order. The remaining 50% must be paid at the time of shipment. Payment shall be in the currency of the sales invoice from G3D and shall be effected by wire transfer, or other instrument approved by G3D. All exchange, interest, banking, collection, and other charges shall be at Customer's expense

- (i) Any invoiced amount not paid when due shall be subject to a service charge under English laws.
- (j) Consumable items such as resin and spare parts payments will be paid in advance with order.
- (k) Shipping. All Products delivered pursuant to the terms of this Agreement shall be suitably packed for air freight shipment in G3D standard shipping cartons, marked for shipment at Customer's address set forth above, and delivered to Customer or its carrier agent EX Works G3D manufacturing plant, at which time title to such Products and risk of loss shall pass to Customer. Unless otherwise instructed in writing by Customer, G3D shall select the carrier. All freight, insurance, and other shipping expenses, as well as any special packing expense, shall be paid by Customer. Customer shall also bear all applicable taxes, duties, and similar charges that may be assessed against the Products after delivery to the carrier by G3D plant.
- (l) Rejection of Products. Customer shall inspect all Products promptly upon receipt thereof and immediately reject any delivery where the tamper, tilt and shock sensors have been activated.
- (m) Return of Products after delivery. Customer may not return a Product to G3D for any reason without G3D's prior written consent. For any Product for which G3D gives such consent, G3D shall charge Customer a restocking fee equal to twenty-five percent (25%) of Customer's Purchase Price for that Product and shall credit the balance of the Purchase Price to Customer's account. Customer shall be responsible for all shipping charges
- (n) G3D shall not be under any obligation to continue manufacture of all or any of the Products and shall be entitled to make such alterations to the specifications of Products as it may deem fit.
- (o) Any defective parts must be returned to G3D for repair or replacement, if third parties are used to supply parts, consumables or repair existing parts then any warranty or service coverage will be invalid.

(p) G3D terms and conditions of sale apply at all times and form part of this contract.

5. COMPLIANCE WITH GOVERNMENT REGULATIONS

a) Customer shall comply with all laws and regulations of England and any other cognizant jurisdiction relating to the use of G3D's Products. Wilful violation of such regulations shall be considered just cause for the immediate and unqualified cancellation of this Agreement by G3D without any liability of G3D. Customer further agrees to immediately transmit to G3D any information which may come to its attention concerning violation of such regulations by Customer's customers.

(b) Customer shall be responsible for obtaining any required non-European governmental authorizations, such as import licenses and foreign exchange permits. G3D shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed; Customer shall bear all such risks and costs caused thereby and shall not be relieved thereby of any of its obligations of pay G3D

6. DEFECTS AND WARRANTY PERIOD

(a) G3D warrants its Products to Customer's customer under the terms of G3D's standard warranty set forth in the standard Terms and Conditions of Sale. The warranty period shall commence on the date of dispatch from G3D premises.

Labour on all warranty work is to be provided by the Customer at no cost to G3D unless otherwise agreed in advance; all returned material in warranty must be sent to G3D transportation and insurance paid. Customer will be responsible for any freight, insurance and customs charges on materials coming back to him.

(b) The above warranty is given by G3D subject to the following conditions:

(i) G3D shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow G3D's instructions (whether oral or in writing), misuse or alteration or repair of the Products without G3D's approval;

(ii) G3D shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Products has not been paid by the due date for payment; and

(iii) The above warranty does not extend to parts, materials or equipment not manufactured by G3D in respect of which the Buyer shall only be entitled the benefit of any such warranty or guarantee as is given by the

manufacturer to G3D and which can be transferred to the Customer.

(iv) The above warranty only applies to G3D parts and labour and not third party equipment, part or services. If these are found to be used then the warranty will be rendered invalid.

7. LIMITED LIABILITY TO CUSTOMER AND OTHERS

Except in respect of death or personal injury caused by G3D's negligence, G3D shall not be liable to the Customer by reason of any representation, unless fraudulent, or any applied warranty, condition or other term, or any duty of common law, or under the express terms of this agreement, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of G3D, its employees or agents or otherwise) which arise out of or in connection with the supply of the products or their use or resale by the Customer, and the entire liability of G3D under or in connection with this agreement shall not exceed the value of the last three month's orders from the Customer to G3D

10. PROPERTY RIGHTS AND CONFIDENTIALITY

(a) Property Rights. Customer agrees that G3D owns all right, title, and interest in the product lines that include the Products now or hereafter subject to this Agreement and in all of G3D's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Products. The use by Customer of any of these property rights is authorized only for the purposes herein set forth, and upon termination of this Agreement for any reason such authorization shall cease.

(b) Sale Conveys no Right to Manufacture or Copy. The Products are offered for sale and are sold by G3D subject in every case to the condition that such sale does not convey any license, expressly or by implication, to manufacture duplicate or otherwise copy or reproduce any of the Products. Customer shall take appropriate steps with its customers, as G3D may request, to inform them of and assure compliance with the restrictions contained in this Subsection 10(b).

11. TRADEMARKS AND TRADE NAMES

(a) Use. Customer shall not alter or remove any G3D's Trademark applied to the Products at the factory. Nothing herein shall grant to Customer any right, title or interest in G3D's Trademarks. At any time during this Agreement should the Customer challenge or assist others to challenge G3D's trade marks or the registration thereof or attempt to register any trade marks, or trade names

confusingly similar to those of G3D, G3D shall have the right to terminate this Agreement forthwith.

13. GENERAL PROVISIONS

(a) **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of England. The courts within England shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Customer hereby expressly consents to (i) the personal jurisdiction of the courts within England, (ii) service of process being effected upon it by registered mail sent to the address set forth at the beginning of this Agreement, and (iii) the uncontested enforcement of final judgment from such court in any other jurisdiction wherein Customer or any of its assets are present.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown at the beginning of this Agreement or at such other address for which such party gives notice

Hereunder. Such notice shall be deemed to have been given three (3) days after deposit in the mail.

(d) **Force Majeure.** Non performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

(e) **Non-assignability and Binding Effect.** A mutually agreed consideration for G3D's entering into this Agreement is the reputation, business standing, and goodwill already honoured and enjoyed by Customer under its present ownership, and accordingly, Customer agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of G3D. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

(f) **Legal Expenses.** The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

APPENDIX A



Thank you for ordering a G3D Rapid prototyping Machine.

This document is provided in order to give you the best possible service from G3D and our products. Please prepare the following items prior to delivery of your machine.

Environment

1. Ensure the proposed environment is free from any UV light source. Black out any windows and install LED lighting instead of incandescent/fluorescent
2. If the machine is a floor standing model, please ensure adequate floor space is available with access to a mains electric supply within 1.5m
3. If the machine is a desk standing model, please arrange for a desk to be available of height 0.5 -0.7m and weight capacity of 100Kg. Access to mains electric supply within 1.5m
4. Ensure all surfaces are level and flat and free from any vibration
5. Ensure the environment is of low humidity, free from dust and non-acidic
6. Ensure the environment temperature is controlled between 18 and 25 degrees Celsius
7. Ensure that the environment for storage of liquid resin is free from UV light and temperature controlled between 10 and 25 degrees Celsius

Electrical

1. Ensure the mains electric supply is either 110V or 230V AC 50/60Hz
2. Ensure that a dedicated UPS is fitted in-line on the mains electric supply with minimum capacity of 1500VA
3. The UPS must include automatic voltage regulation
4. Provision of LAN Ethernet connection is optional but highly recommended

It is our aim at G3D to provide you with the correct power cable suited to your local area requirements. In some cases unfortunately this is not always possible. Therefore please prepare three IEC type power cables with an earth connection prior to delivery.

Software

1. G3D machines accept files ready for printing of SLC format (sliced layers)
2. Ensure that computer(s), software and operator(s) are available to manipulate the design files in order to orientate and add support structures
3. Ensure that computer(s), software and operator(s) are available to slice (convert) the completed design files with supports to SLC format.

Also Required

1. Four clean glass or plastic beakers which are needed to clean finished resin products. The size should be large enough to accept one full build area from the 3D machine being provided.
2. A minimum of 2 Litres of Isopropanol, to be used for cleaning finished resin products. You will need to have this purchased before the delivery of your machine.
3. 1 large roll of absorbent paper roll
4. Please have available a standard spray type glass cleaning fluid
5. Two anti-static type cleaning cloths

All G3D manuals and guides will be provided electronically in pdf format. You may wish to make preparations to print paper copies for your convenience.