

Terms & Conditions:

Effective from 25th May 2018

These are the terms and conditions that apply to the relationship between AME Group Limited and the Client in connection with the provision of the Design and / or Prototyping Services. The purpose is to regulate the relationship between the Client and AME Group and to ensure that the Client understands what it can expect from AME Group, and what AME Group is expected to do.

Definitions: -

- AME Group Limited whose registered office is at [82 Upper Hannover Street, Sheffield, S3 7RQ] with registered company number [03961272] referred to as "**Supplier**"
- The Proposal, Design Specification or Quotation referred to as "**Proposal**"
- The material, labour, design and any additional work carried out as part of the "Proposal" referred to as "**Work**"
- The company or individual identified within and in receipt of the attached "Proposal", referred to as "**Client**"

1. Appointment

In order for the "Supplier" to commence "Work" as outlined in this "Proposal", the "Client" must first give written or Email approval - confirming that service deliverables and timings listed in this "Proposal" correspond with their level of expectation for the project.

Where the "Work" is related to our design process, the "Supplier" will be responsible for meeting all the deliverables outlined in the "Proposal". If the deliverables do not correspond with "Client" expectations, a new "Proposal" will be issued reflecting any changes agreed between "Client" and "Supplier".

2. Confidentiality

The "Supplier" will not disclose any confidential information obtained from the "Client" without their prior approval. The "Supplier" will ensure that all staff and subcontractors involved in the "Work" are bound by the same conditions of confidentiality. A non-disclosure agreement can be provided upon request and signed by both the "Client" and the "Supplier".

3. Remuneration

The "Supplier" will raise invoices upon the delivery of "Work" or the completion of each project stage as appropriate unless "Client" specific payment terms are agreed in writing between the "Client" and the "Supplier".

Invoices are subject to the relevant level of taxation for the country involved. Payment of invoices must be settled in full by the "Client" within 30 calendar days of invoice unless alternative payment plans have been agreed.

4. Intellectual Property Ownership

The “Supplier” retains ownership of all “Work” commissioned, including intellectual property and product / goods manufactured, until invoices for the project stage or goods involved are paid in full by the “Client”.

5. Ownership of Physical and Digital Materials

Drawings, computer files, physical models, goods, tools and fixtures produced during the “Work” remain the property of the “Supplier” unless referred to as specific deliverables in the “Proposal”. The “Supplier” may retain copies of such deliverables but are bound by the conditions set out under “2. Confidentiality”.

6. Product / Design Evaluation

Any goods passed to the “Supplier” for assessment, evaluation, reference, etc, cannot be guaranteed to be returned in original saleable condition or in the original packaging unless otherwise agreed. The “Client” must ensure all supplied products, components, etc. are appropriately insured for any loss or damage whilst in the possession of the “Supplier”.

7. Retention of Silicone Tools

Where the “Work” is related to our prototyping process and silicone tools have been created, the “Supplier” will, where practically possible, store this “Work” for a period of up to 6 months, unless a longer retention period has been agreed.

8. “Proposal” Validity

The “Proposal” is valid for 30 calendar days from date of issue. The Validity may be extended for a further period upon mutual agreement.

9. Non-payment

Where the “Work” is related to our design process, ownership of all material produced by the “Supplier” (including but without limitation drawings, computer files, tools, models and fixture models) will remain with the “Supplier” until all fees have been settled or until a fully agreed payment plan between the “Supplier” and the “Client” has been put in place.

If the “Client” does not meet an agreed payment plan the “Supplier” will enforce the right to proceed with legal action for any non-payment of completed “Work”.

10. Meetings and Professional Attendance

Meetings or professional attendance may be included in a quotation; it is assumed that meetings will not exceed 2 hours or additional expenses may be incurred (see “11 Expenses”).

11. Expenses

The "Supplier" will invoice reasonable expenses, whether incurred by the "Supplier's" employees or other persons engaged in the "Work". Such expenses will include, but are not limited to, hotel; subsistence and travelling off site; telephone; modem; facsimile charges; and courier or delivery services.

Expenses will be charged at cost, except car mileage which is charged at 50p per mile from/to the "Supplier's" Sheffield office. Where practical, expenses will be estimated at each stage, agreed prior to commitment and itemised and invoiced.

12. Project Management Costs

Costs incurred by the "Supplier" for items or services, such as (but not limited to) prints, prototypes or testing services, provided with the "Client's" approval shall be itemised and invoiced at the relevant project stage, unless specifically included in the "Proposal". The "Supplier" will provide the "Client" with sufficient information to order such items when practical. When the "Client" requests the "Supplier" to purchase such items we will add a standard fee of 20% to the item/service cost.

13. Additional or Changed Instructions

The "Supplier" will make additional charges for extra "Work" entailed in making alterations to an approved "Proposal", where it is necessitated by changes in the "Client" instructions or any other cause beyond the control of the "Supplier". The "Supplier" will endeavour to inform the "Client" in advance of additional charges. Where the "Client" requires a significant change to the "Work" at any stage of the "Proposal" the "Supplier" may abandon the original agreement and issue a new "Proposal".

14. Fast-tracked "Work"

The "Supplier" may make additional charges should the "Client" request completion in advance of an agreed schedule. Should the "Client" require commencement of deliverables (including, but without limitation, manufacturing, tooling, artwork, prototypes) prior to completion and sign off of final approved detail designs and product specifications, the "Supplier" cannot accept liability for any subsequent modifications which may be required, or costs incurred for modification to the "Work".

15. Product Samples

Where the "Work" is related to our design process, the "Client", where appropriate, shall provide the "Supplier" with a free sample of the completed work.

16. Use of "Work"

"Work" carried out in accordance with a "Proposal" shall not be used for purposes other than that for which it was ordered and specified in the "Proposal" without the prior written permission of the "Supplier". Under no circumstances may any "Work" in uncompleted form be used or published as finished "Work" without the prior written consent of the "Supplier".

The "Supplier" has the right to use the project for internal & external communications only once the "Work" is in the public domain. This is likely to be for internal signage / posters, as a portfolio item example in presentations, as PR news material, and / or usage of final product images in advertising.

17. Responsibility of Product / Design

Where the “Work” is related to our prototyping process, the “Supplier” will produce components according to the design of the “Client” and will be under no liability for the correct functioning of the components.

18. Modifications

No modifications to any “Work” or outsourced work relating to the “Proposal” may be made during the course of the order without the prior written notification and agreement of the “Supplier”.

19. Design / Manufacturing Credits

Where the “Work” is related to our design process, the “Supplier” asserts our right to be identified as the author and manufacturer of any design created or product manufactured as a result of the “Work” and any publication of that “Work” relating to the “Proposal” shall bear a clear and distinctive credit to the “Supplier”. The “Supplier’s” name or trading style shall not be registered in any way or used upon or in relation to any of the “Work” unless asserted as above or approved in advance by the “Supplier” in writing. The “Supplier” may use for purposes of promotion any of the “Work” in any form (even where intellectual property rights are assigned to the “Client”) provided the product or design is being marketed or promoted openly, or with permission from the “Client”.

20. Intellectual Property Rights

All intellectual property rights arising from the “Work” created by the “Supplier” shall remain the property of the “Supplier” until assigned to the “Client” after payment of all fees, costs and expenses for the relevant project stage. We give no warranty that the “Work” will be free from any claim of third parties by way of infringement or any undertaking with respect to patent or trademark infringement. The “Work” is done in accordance with the “Client” specifications, which are clearly identified in our “Proposal” and work documentation. The “Client” shall indemnify us against all damages, penalties, costs and expenses to which we may become liable arising out of any action for infringement of any patent, trademark or registered design resulting from such “Work”.

21. Searches

The “Supplier” recommends the “Client” seek professional advice to ensure that their inventions, designs or products are not subject to existing intellectual property protection. The “Supplier” cannot be held responsible for infringing existing intellectual property rights.

22. Registration

Where the “Work” is related to our design process, the “Supplier” will assist in application for intellectual property rights protection where requested. The “Client” will pay for costs incurred by the “Supplier”.

23. Legal Requirements

It is the “Client’s” responsibility to ensure that the work commissioned complies with the laws of the country for which it is intended and complies with the product standards and product regulatory requirements of the country for which it is intended. Where the product is required to meet regulatory standards, it is the “Client’s” responsibility to provide the relevant regulations and standards or provide the costs that the “Supplier” would incur obtaining the regulations and standards. The “Supplier” cannot accept any responsibility for the non-compliance of the “Work” to the relevant regulations and standards.

24. Termination of “Proposal”

Any agreement between the “Supplier” and the “Client” shall terminate if:

(a) either party commits a breach and fails to remedy that breach within fourteen working days, after receiving notification in writing from the other party specifying the breach and requiring its remedy

(b) the other party commits any act of bankruptcy or commences any proceedings for winding up (other than for purposes of amalgamation or reconstruction) or if an administrator, receiver or liquidator is appointed for the whole or any part of the business of such party.

25. Consequences of Termination

On termination or postponement of the “Work”, or any part of it, for any reason, the “Supplier” shall be entitled to full remuneration for the “Work” completed to the date of termination or postponement, together with all costs or expenses, unless a mutual agreement has been reached.

26. Resumed Commission

If “Work” postponed is resumed without substantial alteration within a period of one year from the date of postponement, any fees paid shall rank as payments on account towards the total final fee payable on completion of the “Work”. Where “Work” has been postponed for a period exceeding one year and then resumed, any fees payable shall be regarded as final payment for the “Work” already rendered. A resumed “Proposal” will constitute a new contract subject to renegotiation.

27. Interpretation

Any question of interpretation arising out of these terms and conditions of sale may be referred to an independent advisor (to be chosen mutually by both parties) for a decision, provided that such decision is sought on a statement of undisputed facts and submitted jointly by both parties, who undertake to accept the decision as final.

28. Recommendations

During the course of the “Work”, the “Supplier” may make recommendations including but without limitation to materials, methods and suppliers. These recommendations should be investigated by the “Client” prior to action being taken. The “Supplier” cannot accept any responsibility for the non-performance of any recommendations during the course of the “Work” except if referred to as a specific deliverable in a “Proposal”.

29. Specific Material for “Proposal”

When material has been ordered on the “Clients” behalf, orders cannot be cancelled. The “Supplier” cannot accept any re-schedule once material/ product has been ordered, once manufacturing has been scheduled or commenced, or when stock has been manufactured. Any costs incurred by the “Supplier” for specific material ordered to complete the “Work” agreed in the “Proposal” shall be passed to the “Client”, with an additional 20% charge (see “12 **Project Management Costs**”).

30. Availability

All materials & services are offered subject to availability.

31. Prices

We reserve the right to amend prices in accordance with any current government counter-inflation legislation and to invoice at price ruling at the date of despatch.

32. Errors or Omissions

Every care is taken in the preparation of documents, but we reserve the right to correct any errors or omissions should they occur.

33. Faulty Products or Workmanship

Every care is taken in the completion of the “Work”. However, should the “Client” discover any faults that can be attributable to the “Supplier” when the “Work” is delivered, the “Supplier” will agree a course of action to remedy the fault/issue. Liability is limited to replacement of faulty goods only, we do not accept responsibility of any kind for the non-delivery or non-performance of goods on the “Client’s” business.

34. Delivery

Every effort will be made to deliver the “Work” within the specified period stated. The “Supplier” reserves the right to alter the due date of delivery should circumstances change. No responsibility will be accepted for any loss or other consequence caused by failure to deliver the “Work” by the stated date if the delay is due to circumstances outside the “Supplier’s” control. We reserve the right to dispatch any part order as it is completed and invoice such delivery in accordance with the terms stated.

35. Delayed Despatch

We reserve the right to make additional charges if requested to delay the delivery of the “Work” by the “Client”, for whatever reason, or if delay arises due to the “Client’s” failing to send forwarding instructions properly.

36. Damage in Transit

Where the “Work” is related to our prototyping process, the “Client” must notify the “Supplier” immediately of any damages incurred during transport. Failure to do so will result in the “Supplier” being unable to make any claim against the courier.

37. Non-delivery

Where the “Work” is related to our design process, we must be notified in writing within 14 days from the date of advice note otherwise no claim can be accepted. Where the “Work” is related to our prototyping process and the agreed delivery date is not met, the “Client” must notify the “Supplier” immediately otherwise no claim can be accepted.

38. Credit Approval

All “Proposals” are accepted subject to credit approval.

39. Packing

Packing and carriage will be charged in addition to the “Proposal” price, unless otherwise stated.

40. Safety

The “Supplier”, where possible, will provide safe working instructions for the use of the “Work”. The “Client” must ensure compliance is passed over to any party using the “Work”. The “Supplier” will not accept any liability for any misuse of these instructions.

41. CE Requirements

Where the “Supplier” is affixing a CE mark to the “Work” on behalf of the “Client”, the “Client” will ensure that a system of data capture, a system of corrective action, and a system of statutory reporting of adverse incidents exists within the “Client’s” organisation, which will provide the “Supplier” with the legal details required by the Statutory Regulations and European Directives relevant to the “Work”.

The “Supplier” will exercise the right, under the CE marking regulations, to audit the premises and systems of the “Client” and, where the “Supplier” has cause to believe that the system does not meet the required standard, impose a “Supplier” system which will meet the relevant standard. The “Client” will not make any changes whatsoever, in particular to the label artwork, to the operating instructions and the circuitry or to the CE marked “Work” without prior consultation with the “Supplier”.

The “Client” is responsible for raising and signing the legal Declaration of Conformity and the “Supplier” will accept no responsibility for the failure of CE marked “Work” which is placed on the market under the name of the “Client”. The legal costs incurred by the non-compliance of the “Client” will be met by the “Client” and the “Supplier” will accept no responsibility for the failure of the “Client” to meet the conditions of this clause.

42. Turnkey Projects

Where a "Proposal" for "Work" is accepted by the "Supplier" under the above terms & conditions, where the essence of the "Proposal" is that we provide manufactured product and amortise any "Work" over the lifetime of the production of the "Work", we will previously have established a value for this "Work". Should the "Proposal" be cancelled, for whatever reason by the "Client" it is clearly understood that the "Client" will pay for this "Work" upon cancellation.

43. English Law

This agreement shall be enforced in all aspects as a contract made in England in accordance with the laws of England and the "Client" shall submit to the jurisdiction of an appropriate English court.

For Further information on how we use and store your Data please refer to our Privacy & Data Protection Policies, available on our website or by request.

Terms & Conditions:

AME Group Limited
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