



3DM-CASTING

TERMS AND CONDITIONS

1. Definitions

- **Buyer:** The individual or company that accepts a quotation from the Seller for the sale of 3DM-Casting products or services, or whose order is accepted by the Seller.
- **Buyer's Goods:** Any 3DM-Casting products, incorporating materials provided by the Buyer, produced by the Seller as a result of the services, in which ownership remains with the Buyer throughout the casting process.
- **Conditions:** The terms and conditions outlined here, including any special terms agreed upon in writing between the Buyer and Seller.
- **Goods:** 3DM-Casting products (including any individual parts or batches) created by the Seller and supplied to the Buyer, apart from Buyer's Goods.
- **Materials:** Any metals or raw materials supplied by the Buyer for use by the Seller in the casting process, provided that:
 - (i) all metals supplied by the Buyer are of the same karat;
 - (ii) the materials are in a condition deemed suitable and sufficient for the Seller to perform the contracted services; and
 - (iii) the Buyer acknowledges that should the quantity of metal supplied by the Buyer be insufficient to complete the casting, the Seller (3DM-Casting) shall furnish additional metal as necessary to complete the work, with any associated costs for such additional materials to be borne by the Buyer.
- **Seller:** 3DM-Casting.

- **Services:** Services provided by the Seller, including CAD file preparation, casting, moulding, wax replications.
 - **Writing:** Includes email or any other written form of communication.
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2. Basis of Sale

2.1 The Seller agrees to sell, and the Buyer agrees to purchase 3DM-Casting services and/or cast products based on the Seller's written quotation accepted by the Buyer or the Buyer's written order accepted by the Seller, subject to these Conditions.

2.2 Any variation to these Conditions must be agreed upon in writing by authorised representatives of both parties.

2.3 The Seller's employees or agents are not authorised to make any representations about the Goods or Services unless confirmed in writing by the Seller. The Buyer acknowledges that no reliance is placed on any such unauthorised statements.

3. Orders and Specifications

3.1 Orders for 3DM-Casting services must be confirmed by the Seller in writing to be binding.

3.2 The Buyer must ensure the accuracy of the order details, including any CAD designs, specifications, and necessary information to complete the casting.

3.3 The quality and specifications of the 3DM-Casting products will follow the details provided in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 The Seller reserves the right to modify product specifications to meet legal or industry requirements, provided such changes do not materially affect quality or performance.

3.5 Orders that are accepted by the Seller cannot be cancelled by the Buyer without the Seller's written agreement. Any cancellation will result in the Buyer indemnifying the Seller for any losses, including material costs, labour, and lost profits.

4. Price of Goods and Services

4.1 Prices for 3DM-Casting services will be based on the Seller's current price list or a quoted price, valid for 30 days.

4.2 The Seller reserves the right to adjust the price if material costs increase or if the Buyer changes specifications, delivery dates, or quantities.

4.3 Prices are quoted on an ex-works basis, and any additional delivery, packaging, or insurance charges will be borne by the Buyer. Prices exclude VAT, which the Buyer must pay.

5. Terms of Payment

5.1 The Seller may invoice the Buyer once the 3DM-Casting products or services are delivered, or when the products are ready for collection.

5.2 The Buyer agrees to pay the invoice within 28 days, without deductions. Late payments may result in interest or penalties, and the Seller reserves the right to withhold Goods or services if payment is not received on time.

5.3 If moulds or masters are not paid within the 28-day period, the Seller reserves the right to apply holding charges per item per day, starting from the date of the invoice, until full payment is received. These charges will be communicated to the Buyer at the time of invoicing.

5.4 Any castings that have not been paid for in full within 28 days of the invoice date may, at the Seller's sole discretion, be sold on as scrap. The Seller reserves the right to deduct any recovered value from the outstanding balance or retain proceeds to offset any loss incurred due to non-payment.

6. Delivery

6.1 Delivery will occur when the Buyer collects the Goods from the Seller's premises or when delivered to an agreed location.

6.2 Delivery dates are approximate and not binding unless explicitly agreed in writing.

7. Risk and Property

7.1 Risk in the Goods passes to the Buyer once the products are ready for collection or delivered to the Buyer.

7.2 The Seller retains ownership of the Goods until full payment is received. Until then, the Buyer must store and protect the Goods appropriately, and must not sell or pledge them.

7.3 If the Buyer fails to make payment within 14 days of the due date, the Seller has the right to sell or reclaim any Buyer's Goods or materials to cover unpaid balances.

8. Warranties and Liability

8.1 The Seller excludes all warranties and liability to the fullest extent permitted by law, except for liability arising from death or personal injury due to the Seller's negligence.

8.2 The Seller will not be liable for any indirect or consequential losses, including loss of profits, business, or contracts.

8.3 The Seller's total liability is limited to the cost of replacing the Goods or Services provided.

9. Events of Default of Buyer

9.1 If the Buyer fails to make payments or breaches any terms of this contract, the Seller has the right to suspend or terminate services, repossess Goods, or withhold any undelivered Goods.

10. Export Terms

10.1 If the Goods are being exported, the Buyer must ensure that all necessary import licences or permits are obtained before shipment.

11. General

11.1 If any part of these Conditions is found to be invalid or unenforceable, the remaining terms will remain in effect.

11.2 No third party has the right to enforce any terms of this agreement.