

## STEP 3D Service Level Agreement

### 1. Definitions

- ST3P LTD (t/a STEP 3D) is also called “We” or “STEP 3D” in this agreement.
- The client means the customer and is also referred to a “you” or “yourself” in this contractual agreement.
- A Project can be a design project or a manufacturing/fabrication project
- The word “contract” as it appears in these terms and conditions shall mean the contract between STEP 3D and the customer, which will be based on the terms and conditions contained within this Service Level Agreement (SLA).

### 2. Contract

- The terms and conditions contained in this SLA apply to all STEP 3D’s customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between STEP 3D and the customer. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between STEP 3D and the customer then these terms and conditions will apply.

### 3. Estimates

- STEP 3D will provide its customers with initial estimates for projects on request. These estimates will be as accurate as possible; however, the final sum may vary from the initial estimate. An estimate, as opposed to a fixed price quotation, is useful when the actual project sum cannot be reasonably or accurately ascertained at the onset.
- STEP 3D will provide estimates to customers via email, with this SLA attached. Acceptance by a customer of an estimate by STEP 3D is subject to the acceptance of the terms and conditions of this SLA, unless specifically agreed in writing between the customer and STEP 3D to the contrary.
- Estimates will be honoured for 5 business days. A new estimate will be drawn up upon request from the customer.

### 4. Fixed Price Quotations

- Whenever possible, STEP 3D will provide customers with a fixed price quotation and detailed specification for a project.
- Items omitted or added to the specification that accompanies a fixed price quotation will be treated as variations.
- STEP 3D will provide quotations to customers via email, with this SLA attached. Acceptance by a customer of a quotation by STEP 3D is subject to the acceptance of the terms and conditions of this SLA, unless specifically agreed in writing between the customer and STEP 3D to the contrary.
- Quotations will be valid for 30 days from date of issue.

### 5. Intellectual Property

- Until project completion, all intellectual property generated as a result of design work conducted by STEP 3D belongs to STEP 3D.
- Intellectual property owned by STEP 3D will be transferred to the customer upon completion of the project.
- Non-Disclosure Agreements are available for the purpose of ensuring discretion with customer’s intellectual property.
- STEP 3D retains the right to hold all project-related intellectual property, and development work (with the exception of materials provided by the client), until payment is received in full for such items.

### 6. Hourly Rate

- STEP 3D will charge for services, updates and extensive changes to projects provided that are not included in any quotation. The amount charged for design work will be £40 - the standard hourly rate.
- STEP 3D will review and may increase the standard hourly rate on a quarterly basis.
- There will be a minimum charge of 2 hours for any design project.

### 7. Commencement of Work

- Work will begin as soon as is practicable when written consent to proceed is received by STEP 3D.
- This forms an agreement between STEP 3D and yourself (the customer). If for any reason there is any non-communication from the client or a change in circumstances which results in the termination of the project, the client agrees to pay for any time spent on the project by STEP 3D - but not yet billed - in full.

### 8. Invoicing

- Invoices will be issued to the customer at the following stages:
  - For any projects (design or fabrication) totalling less than £500 (Ex VAT), the full balance will be invoiced on completion and delivery of the project to the customer.
  - For any projects (design or fabrication) that total between £1,000 and £5,000 (Ex. VAT), a 50% deposit will be invoiced and should be paid by the customer before work on the project begins, with a further 50% invoiced upon completion.
  - For any projects (design or fabrication) that total more than £5,000, a 50% deposit will be invoiced and should be paid by the customer before commencement of the project, with the remainder to be invoiced at periods agreed between STEP 3D and the customer over the life of the project.
- Any differences to the above invoicing terms must be agreed in writing between STEP 3D and the customer.
- Payment is required within 14 days of the invoice date. If a balance remains unpaid after 28 days from the invoice date, interest will be charged at a rate of 3% per month.

### 9. Non-Payment

- If an invoice has been paid within 30 days of the date of issue, interest will be charged at a rate of 3% of the remaining balance per month.

- If an invoice has not been paid within 30 days of the date of issue and work is currently ongoing, the agreed services shall be put on hold.
- These services shall be reinstated once payment (in full) has been made, but may incur a re-establishment fee.

#### 10. Non-Communication

- If STEP 3D is unable to communicate with a customer on a project for a period of at least 5 business days (from first communication on a matter) by phone or email, the project will be put on hold.
- Any previously agreed timeframes or deadlines will be null and void and will need to be reassessed upon the resumption of communication.

#### 11. Re-establishment

- Should any project be inactive for a period of at least 30 days due to any client-related delay, a re-establishment fee of £150 +VAT will apply in order to cover time spent becoming reacquainted with the project.
- A client related delay includes failure to pay invoices within the required timeframe. The customer may be exempted from re-establishment fee by written consent from STEP 3D.

#### 12. Planning and Scheduling

- STEP 3D will provide timescales for completion of any project, and may also provide timescales for specific stages of the project. STEP 3D will always aim to meet the original timescales. Where this is not possible, the customer will be notified of the delay, and potential alternative solutions may be suggested where appropriate.

#### 13. Liability

- Products and services purchased from STEP 3D are provided "as is" without warranty of any kind.
- In no event shall STEP 3D be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of their 3D printed objects, services, digital files and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the products and/or designs provided.

#### 14. Acceptance

- Please note that by giving orders to go ahead with any proposed services, you are agreeing to all of STEP 3D's terms of engagement as written above.
- STEP 3D reserves the right to change or update these terms at any time without prior notice. If changes to the terms occur during a current project, the client will be notified.