



**3Dmadeeasy.com**

student support at your fingertips

## TERMS AND CONDITIONS OF SUPPLY

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

(a) These terms and conditions shall construct the whole agreement between 3dmadeeasy.com and any of its customers and may not be modified or varied unless specifically accepted by 3dmadeeasy.com in writing.

(b) In the event of any conflict between these terms and conditions and the terms and conditions, if any, in any communication from the Company these terms and conditions shall prevail.

(c) All catalogues, advertising materials and other similar lists of information submitted by 3dmadeeasy.com in relation to the Product have been submitted in good faith, but are intended only as a general indication of the nature of the Product and its use and shall not form part of this Agreement.

(d) In these Conditions:

"the Product" shall mean content within the 3dmadeeasy.com website.

"the Agreement" shall mean an order for the supply of the Product made by the Purchaser and accepted by 3dmadeeasy.com.

"the Permitted Purpose" shall mean the teaching of Technological Education subjects to pupils, students or employees of the Purchaser, or the Purchaser themselves should they be a natural person.

"the Purchaser" shall mean any company, school, University or other legal person who shall place an order for the Services with 3dmadeeasy.com.

### 2. CANCELLATION

It is accepted by the Purchaser that if this Agreement is cancelled by the Purchaser prior to delivery of the Product and payment of the price then 3dmadeeasy.com shall reserve the right to charge the Purchaser the amount of any loss or expense incurred for costs or materials used and a reasonable amount for overhead charges and loss of profits.

### 3. DELIVERY

(a) Unless otherwise specified in writing "delivery" in this Agreement shall mean the time of access being granted to the Product.

(b) Any time quoted for delivery of the Product will run from the date of receipt by 3dmadeeasy.com of the acknowledgement copy of this Agreement signed by the Purchaser.

(c) Any dates given by 3dmadeeasy.com for delivery are only estimates and are not essential terms of the Agreement. 3dmadeeasy.com will not be liable for any loss, damage or expense arising directly or indirectly from any delay or failure to perform howsoever caused.

(d) If the delivery of the Agreement shall be delayed due to circumstances or conditions beyond the control of 3dmadeeasy.com the obligations on 3dmadeeasy.com shall be suspended for as long as such circumstances prevail.

### 4. PAYMENT

(a) All prices and charges quoted by 3dmadeeasy.com are exclusive of Value Added Tax or other government charges unless otherwise stated.

(b) Payment in respect of the Product performed shall be made within 30 days of the issue of an invoice by 3dmadeeasy.com.

(c) Time of payment shall be a material condition and unless otherwise agreed in writing between 3dmadeeasy.com and the Purchaser, interest at the rate of 2% per month or such other rate as may be intimated in writing by 3dmadeeasy.com from time to time will be payable by the Purchaser on all sums remaining unpaid after the due date for payment.

### 5. TITLE

(a) Property in the Product shall not pass from 3dmadeeasy.com to the Purchaser until the price thereof has been paid in full.

(b) In the event of failure by the Purchaser to pay any part of the price by the due date for payment. In addition to any other remedies available to 3dmadeeasy.com under these terms and conditions, 3dmadeeasy.com shall be entitled to repossess the Product and shall be allowed access to the Purchaser's premises for this purpose.

(c) If the Purchaser becomes apparently insolvent or compounds with his or its creditors or if a Liquidator, Receiver or Administrator appointed over all or any of its assets the Purchaser's right to use, resell or otherwise deal in the Product shall automatically terminate and 3dmadeeasy.com shall be entitled to repossess the Product in respect of which title has not passed as aforesaid.

### 6. RISK

Notwithstanding that the property in the Product shall pass to the Purchaser on delivery. The Purchaser shall insure the Product for full replacement value thereof against loss or damage by accident, fire or theft at any stage prior to delivery.

### 7. LIABILITY

(a) The liability of 3dmadeeasy.com to the Purchaser in respect of defects in the Product and for breach of this Agreement and for negligence in relation thereto shall be limited to the purchase price of the Product and 3dmadeeasy.com shall have no other liability whatsoever to the Purchaser. For the avoidance of doubt notwithstanding the terms of this paragraph nothing contained in these terms and conditions shall affect 3dmadeeasy.com's liability for death or personal injury caused by the negligence of 3dmadeeasy.com.

(b) The Purchaser shall and hereby agrees to indemnify 3dmadeeasy.com in full in respect of any loss, liability or damage including, but not limited to, liability for death or personal injury, damage to property and any third party claim incurred or suffered by or imposed upon 3dmadeeasy.com directly or indirectly as a result of, or in connection with the Purchaser's use of, or possession of, the Product. This indemnity shall not apply to any loss, liability or damage to the extent that such loss, liability or damage is attributable to the negligence or wilful misconduct of 3dmadeeasy.com or any of its employees or agents in relation to the Product.

### 8. USE OF THE PRODUCT

3dmadeeasy.com grants to the Purchaser a non-exclusive, non-transferable, royalty-free licence to access and view the Product:

- (a) solely for the Permitted Purpose;
- (b) solely on any computer owned by (or under the control of) the Purchaser; and
- (c) subject always to the restrictions in Clause 9

### 9. DEALINGS WITH THE PRODUCT

(a) The Purchaser shall not modify, adapt, alter, merge, translate, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code of all or any part of the Product except to the extent permitted under applicable law; and

(b) The Purchaser shall not: (i) assign, rent, sub-licence, loan, mortgage, charge or otherwise deal in any way with all or any part of the Product; (ii) make or allow to be made copies of the Product for distribution (with or without consideration) to any third party, or (iii) attempt to or purport to do any such acts

### 10. TERMINATION

3dmadeeasy.com shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part this Agreement or to suspend delivery of the Product in any of the following events:

- (i) the non-payment of any debt due by the Purchaser to 3dmadeeasy.com on the due date thereof;
- (ii) the failure by the Purchaser to provide any prepayment required by this Agreement;
- (iii) the failure by the Company to take delivery of the Product;
- (iv) the Purchaser becoming apparently insolvent or compounding with its creditors or the appointment of a Liquidator Receiver or Administrator over all or any of its assets or carrying out or undergoing any analogous act or proceeding under foreign law.

### 11. NOTICES

Any notice required under this Agreement or these terms and conditions may be delivered personally or sent by first class recorded delivery post or airmail or transmitted by email, telex or facsimile transmission. In each case to the registered office or business address of the party to whom the notice is addressed and any such notice shall be deemed to have been validly served if sent by post on the expiry of forty eight hours from the time of posting and if delivered personally or transmitted by telex or facsimile transmission at the time of delivery or by letter sent within twenty four hours of transmission.

### 12. GENERAL

(a) The Purchaser shall not be entitled to assign this Agreement or any benefit thereunder. 3dmadeeasy.com shall be entitled to sub-contract the performance of any part of this Agreement but shall remain primarily responsible to the Purchaser.

(b) This Agreement shall be governed by and interpreted according to the Law of Scotland and the Parties hereby prorogate the exclusive jurisdiction of the Scottish Courts.