



## **CarbonNano Terms And Conditions Of Sale Of Design Services**

### **1). General Items**

- “you” or “You” are the person buying the product from CarbonNano Ltd.
- “we” or “We” or “us” or “Us” are CarbonNano Ltd.

This document sets out the terms between you and us under which we sell design services to you. By purchasing our design services, you accept, and agree to abide by, all the items contained in this document, and all of our other Terms and Conditions & Policies.

Some of the information contained in this document may also be superseded by information published elsewhere on any of our sites. Therefore it is important that you read this and the following documents before you use our websites, purchase our products or purchase our design services as these documents may be periodically updated:-

- Website Acceptable Use Policy
- Privacy And Cookie Policy
- Terms & Conditions Of Web Services
- Terms & Conditions Of Sale Of Products
- Terms & Conditions of Design Services

We are registered in England and Wales under company number 09444082.

We are not liable for any actions taken in response to breaches of this document. We reserve the right to take any other action we reasonably deem appropriate that might not be listed herein.

These terms and conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.

CarbonNano design services purchased through any other third party will be subject to the Terms and Conditions of Sale of the third party.

### **2). Your Liabilities**

This document is a contract between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

### **3). Design Services**

We design the product to your requirements, we are happy to advise you on what we think is possible to achieve, and good design practice, but it is your responsibility to write your requirements into an official document. We encourage you to be as specific as possible so that there are no items open to our interpretation.

Our costs and time plans are based upon your requirements, we try not to leave anything to chance and we will provide a detailed breakdown of the work involved including a list of deliverables.

We hold design reviews with you for each of the list of deliverables within the scope of the requirements. Once signed off, we invoice you for the work we have performed for each deliverable; therefore you make several payments as the design progresses.

If you change or add to your requirements, we will endeavour to be as accommodating as possible; we understand that especially with prototypes that ideas change. However, if we consider that there is a cost impact to us due to the change, we reserve the right to make additional charges. We will ask you to update your documentation before we commence with any work with changes. We will also ask you to update your purchase order.

On the rare occurrence that we have failed to design to your requirements, we will not charge for any remedial work to correct the design. However, this cannot apply to:-

- UKCA/CE compliance testing as the reason for the failure may be the nature of your design. We will do everything we can to achieve a design that should pass UKCA/CE testing but we cannot guarantee a pass. Therefore any UKCA/CE compliance remedial work is charged in addition.
- Research projects where you have asked us to see if your idea is possible to design, we may need to perform a lot of work to come to the conclusion that what you asked to see was possible actually is not possible.
- You don't like the "look and feel" of the product. We ask you to provide concept drawings of what you want the product to look like, we design with that in mind.

All design work except testing is performed on a "fixed fee" basis (except additional charges as explained above). However testing of the designs is not included as part of the fixed fee costs and is charged at an hourly rate. The reason for this is that the amount of time it takes to test a design cannot be quantified until the design is finished. This also includes UKCA/CE testing.

Payment terms are strictly 30 days net for each deliverable. We will provide you up to two deliverables of credit, meaning that we will start the 2nd deliverable whilst waiting for your payment for the 1<sup>st</sup> deliverable. However, if you fail to pay for the 1<sup>st</sup> deliverable, we will not start the 3<sup>rd</sup> deliverable.

#### **4). Intellectual Property**

Any of our existing intellectual property that we provide for the design on your behalf remains the property of CarbonNano and we licence that intellectual property to you. This is usually free of charge or included into the design costs; however at our sole discretion, in certain circumstances we would require you to sign a licence agreement to use that intellectual property in your products and may require a per-product licence fee to be paid. Any intellectual property that you bring to the design that is new to CarbonNano remains yours.

If we write new software on your behalf, the source code is provided to you. If we use our own source code as part of your design, we will supply either compiled libraries or licence our source

code to you, whichever may be applicable. You are not permitted to change source code that we licence to you.

Designs are your responsibility from the completion of each deliverable. You only own the deliverable once we have received payment in full, including all applicable delivery charges.

## **5). Our Liabilities If You Are A Business**

We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with our Designs for any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

The only exceptions to the above are death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.

Our total liability to you in respect of all other losses arising under or in connection with the sale of Designs, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Designs purchased.

Except as expressly stated in this document, we do not give any representation, warranties or undertakings in relation to the Designs. Any representation, condition or warranty which might be implied or incorporated into this document by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Designs are suitable for your purposes.

## **6). Our Liabilities if You Are A Consumer**

If we fail to comply with this document, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this document or our negligence.

We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time of purchase.

## **7). Events Outside Our Control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations described in this document that is caused by an Event Outside Our Control, as defined below:-

Any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an event outside our control takes place that affects our obligations described in this document, then we will contact you as soon as reasonably possible. Our obligations will be suspended for the duration of the event outside our control and also any necessary time that is required to perform any remedial tasks necessary because of such events.

## **8). Equipment Or Software Fees**

In certain circumstances it may be necessary for us to purchase an item of equipment or software licence in order to progress your design.

We will ask you to provide that item of equipment or software licence on a free of charge loan to us for the duration of the design service.

If you ask us to purchase the item of equipment or software licence, we will do so, but we will charge to you a proportion of the cost. This cost proportion payable by you is negotiable depending upon the nature of the item of equipment or software licence, for example, the ability for us to re-use it on other projects, the duration of the design service etc. We reserve the right to charge to you 100% of the cost proportion at our sole discretion.

## **9). Additional Fees**

There may be certain costs that cannot be accurately determined at the start of the design, such as manufacturing tooling, PCB manufacture etc. because the design needs to be completed before these costs can be determined.

We will endeavour to be as accurate as possible when listing all of the costs within a quotation to you and we will highlight any costs that we have estimated. We reserve the right to change the costs (and charge you accordingly) of the estimated items if there is a difference from our estimations.

## **10). Changes To This Document:-**

We reserve the right to change our Terms and Conditions or Policies at our sole discretion.

Whenever you visit or access our websites, purchase our product or purchase our design services, the version of our Terms & Conditions or Policies will be displayed by the date at the footer of each document.

You must keep a record of the version that was in existence at the time of your purchase or last visit and to understand whether there are any changes since that time, as your continued use of our products or services after changes to the Terms and Conditions have been made means that you agree to be bound by such changes.