

Terms and conditions

Definitions

These terms and conditions pertain to work carried out by Sleipnir Electronics Limited, henceforth The Company, on behalf of their clients.

A client is any paying customer of The Company, anyone who receives services, chargeable or otherwise, from The Company, or anyone who receives prototypes, design files, or other form of engineering work from The Company. Any client or clients will be referred to as The Client.

The Agreement is a contract sent out by The Company to The Client. If no contract is sent by The Company then these terms and conditions are The Agreement. Any non-disclosure agreement sent by The Company also forms part of The Agreement.

A Project is a work package covered by a single estimate.

Agreement types

Project based

The Company provides estimates for most projects that it takes on. Estimates will include only work unless explicitly stated otherwise. Any materials cost will be charged additionally. Estimates are not a quotation and should never be treated as such. The work required to produce the desired result might be more or less than the estimate states. The Company accepts no liability for costs incurred, direct or otherwise, due to work taking longer than expected, unless excluded by statute.

End of Projects

A Project is deemed to have ended when the estimate has been fully paid by The Client or there is no more work to be done on the Project and all outstanding work has been paid by The Client, except in the event of cancellation. At such a time if there is more work to be done the Project will have to continue on a rolling contract or continue under a new estimate. Any materials costs paid by The Client do not count towards the estimate figure. In the event of a cancellation of The Agreement the Project will only be deemed ended should The Client have fully paid the estimate.

Rolling contract

The Company sometimes does work for The Client without providing estimates beforehand, these are always deemed to be rolling contracts under these terms and conditions. In this case The Company will accept a purchase order for a set amount of work. How this work is to be carried out will be stipulated in the contract supplied by The Company, or alternatively agreed upon as required in writing. The Company's method of carrying out the work is deemed to be accepted by The Client when they provide a purchase order for the work.

Payments

Project based

When an estimate is provided for a project it is not a quotation, but this will be used to determine the initial payment. The Client will pay 30% of the initial estimate total as a deposit. Thereafter The Client will be invoiced at the end of each month, determined by the last working day of a calendar month. The payment terms will be 30 days. Payments for a project will be discounted by the percentage paid as a deposit until the full initial estimate figure has been charged to The Client. The

Client will receive a further discount on their last invoice should the initial estimate be too high to ensure they do not overpay.

Rolling contract

When The Company has been hired to do a consultancy of unknown duration, The Company will bill any hours worked at the end of each month, determined by the last working day of a calendar month. The payment terms will be 30 days. The Company will not exceed the amount stated on the last purchase order received from The Client and will notify The Client if this situation occurs or is likely to occur.

Late payments

Should a payment from The Client become late The Company will alert The Client. Should the condition persist for longer than five working days, or re-occur within a 12 month period, The Company reserves the right to cease all work until the issue is resolved. Should the condition carry on longer than 10 working days, or occur three times within a 12 month period, The Company reserves the right to cancel The Agreement under breach by The Client (see cancellation policy).

The Company reserves the right to charge late payment interest from the day after the payment is due at the rate of the Bank of England's reference rate plus 8%. The interest will be calculated as simple interest using the following equation.

$$\frac{\text{Amount owed} \times (\text{Bank of England reference rate} + 8)\%}{365} \times \text{Number of days late}$$

The Client accepts to pay any interest owed.

The Client agrees that The Company bears no liability, direct or otherwise, due to action taken because of late payments.

Work commitments

The Company will commit to do a given number of days per week for a client. The Company might decide to do more in any given week and less in another depending on their work load. This commitment should be viewed as a monthly average. If The Company has not explicitly committed to a specific number of days per week in The Agreement then The Company has no obligation to do any number of days of work for The Client in a given time period, this is referred to as a zero commitment by The Company.

Place of work

The Company will carry out work on their own premises. Should The Client require work to be done at a particular place The Company reserves the right to bill, for the hours spent travelling to and from that place, and for any travel expenses. Any such costs do not count towards initial estimates for Projects, unless they are explicitly listed on them.

Materials cost

Should there be any materials costs for a project, The Company will bill The Client as necessary. These will be billed immediately and not incurred by The Company until fully paid by The Client.

Intellectual property

The Company will own any intellectual property generated by it or derived of work it carries out for The Client. Should The Client later create any patents, license designs, or generate any other form of intellectual property from work done by The Company this will become the exclusive property of The Company.

PCB artwork (gerber files)

For artwork generated for PCB manufacture, in the event the development was fully paid for by The Client, The Client will have a free to use license of the artwork up to 1000 uses. After the initial 1000 uses, unless otherwise stated in The Agreement, The Company reserves the right to charge a fee of 2% of the full cost of the fully assembled board for every use.

Cancellation

Should The Client choose to cancel The Agreement, The Company reserves the right to charge the following cancellation costs.

1. Where work is carried out under a Project based Agreement, the cancellation cost will be the remaining contract value (the minimum commitment stated in The Agreement multiplied with the rate) or the minimum commitment for two months, whichever is lower.
 - a. In the event of a zero commitment by The Company the cancellation cost will be 20% of the remainder of any estimate given for the work by The Company.
2. Where work is carried out under a rolling contract, or where there was no estimate given for work costs, the cancellation cost will be 100% of any active purchase order given by The Client.

The Company will carry on doing work throughout this time as per The Agreement unless instructed otherwise. Any deposit is non-refundable should The Agreement be cancelled by The Client.

If The Agreement is cancelled by The Company for any other reason than late payment or other breach of contract by The Client, the deposit is refundable on a pro-rata basis, that is if the work or contract is half way through then half of the deposit is refundable. This is based off the initial estimate and how far through paying that amount The Client is. The Company will give a minimum of one month notice if they decide to cancel The Agreement under this clause. The Company accepts no liability for costs incurred by The Client, direct or otherwise, due to a cancellation of The Agreement unless excluded by statute.

If The Client is in breach of the late payment clause or is in breach of The Agreement or these terms and conditions in any other way, The Company reserves the right to end The Agreement without notice. In such cases any outstanding timeslips are chargeable and the deposit is non-refundable.

Requirements

Project based

For every Project, The Company will provide a requirements document. This will list anything that will be achieved throughout the Project and will be sent to The Client at the beginning of the Project. Should The Client have any questions relating to what precisely is meant by certain clauses in the requirements they should raise them immediately with The Company and have them clarified. If The Client is unhappy with The Company's interpretation they should issue a change request and get the requirements written how they want. If The Client does not issue a change request, or does not raise

any questions about the requirements, then the interpretation of The Company will be considered accepted by The Client.

The Client must pose any questions before work is started on them by The Company. Any questions posed after work has started that ensue a change in requirements will be treated as a change request. Work is deemed as started once a purchase order for it is received.

No requirements

When work carried out by The Company is not Project based, i.e. consultation, there are no requirements. The Company will provide services, guidance and advice to the best of its knowledge, but it is up to The Client to decide what to do with this and to determine its validity. The Company accepts no liability for actions taken or costs incurred by The Client, direct or otherwise, based on advice given unless excluded by statute.

Change requests

Requirements are subject to change by The Client, but in such events The Company might change the estimated charge for the Project accordingly. Any requirements change should be a formal written request by The Client, or an authorised representative of The Client. Any work already carried out will still be charged as normal.

Meeting requirements

The Client accepts the requirements from The Company as being met if no objection is made in writing officially before any payment of an invoice for that work. Where The Client raises query as to a requirement not being met, The Company will review any such query and if The Company deems that the requirement is met, then the work to make any amendments will be chargeable under a rolling contract or new Project. The Client acknowledges that work may take longer than originally estimated, therefore should The Company find that they will not be able to meet certain requirements within the original timeframe it will alert The Client to agree a course of action.

The Company will accept no costs or liability incurred by The Client, unless excluded by statute or due to negligence on behalf of The Company, due to requirements not being met.

Warranty

The Company does not provide any warranty or guarantee for outputs of projects and will accept no liability for damages, costs (direct or otherwise), loss of reputation, or any other liability for prototypes, design files, advice, or programs that they provide unless excluded by statute.

Other terms and conditions or contracts

The Agreement takes precedent over these terms and conditions. The Agreement and these terms and conditions take precedence over any terms and conditions or contracts supplied or purported by The Client.

Services

By receiving the services of The Company The Client accepts these terms and conditions. If there is no contract sent by The Company between The Client and The Company, these terms and conditions constitute the entire understanding and agreement between The Company and The Client relating to any work carried out by The Company and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to any work carried out by The Company.

Law

These terms and conditions and the contract sent by The Company form The Agreement between The Client and The Company. The Agreement shall be construed and governed in accordance with English law and both parties of The Agreement agree to submit to the exclusive jurisdiction of the English courts for all contractual and non-contractual disputes.

If any provision or part-provision of The Agreement, or these terms and conditions, is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable so long as such modification achieves the intended commercial result of the original provision. This clause shall not affect the validity and enforceability of the rest of The Agreement.

The headings of these terms and conditions are only for ease of reading and do not form part of them.