

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 form The Agreement. Any non-disclosure agreement sent, or agreed, by The Company also forms part of The Agreement.

Services provided

The Company provides engineering design and consultancy services. The Company does not provide manufacturing services.

Contract types

Fixed price

The Company will provide a fixed price to The Client within this agreement type. The price will remain fixed unless there are significant changes made to the agreed requirements by The Client.

The only additional price that might be added to the fixed price is if The Client requires The Company to carry out work at a particular place. See Place of Work for details.

Delivery

The company will deliver the results of a fixed price contract in a handover. A handover will occur at any milestone and at the end of the contract. The Client then has a period of 10 days to raise any objections about the delivery, after this time without objection the delivery is deemed to have satisfied the requirements fully by The Client.

Cancellations

The Client can cancel a fixed price contract. Please see conditions under Cancellation.

Time and materials

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.

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

Payments

Payment terms

The payment terms for invoices are 30 days. Invoices for materials might halt progress on a project until they are paid, regardless of the payment terms, if the materials are required to progress the project.

Fixed price

Unless stated otherwise in the contract supplied by The Company, for a fixed price contract 30% of the contract value is payable immediately upon the start of the contract (deposit). Thereafter 40% of the payment is due after milestones are finished (milestones are defined in the requirements document shared by The Company), this amount is equally divided amongst the milestones, e.g. for a project with 2 milestones each one will make 20% of the contract value payable. The last 30% is payable upon handover of the project.

Time and materials

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 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 fixed price contracts, unless they are explicitly listed on them.

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.

This clause can only be changed by the contract sent by The Company. In the event of such changes The Company will retain the right to share images, stories, and other things that could be used for promotional purposes relating to the project. This promotional publication must not share enough to reproduce the IP by a 3rd party from such publications.

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 Fixed Price contract, the cancellation cost will be the remaining contract value (X) multiplied by the estimated percentage of completion (PoC) by The Company plus 30%, $X*(PoC + 30\%)$. The remaining contract value is however much of the fixed price has not yet been invoiced by The Company. The cancellation charge will never exceed the fixed price.
2. Where work is carried out under a Times and Materials contract, the cancellation cost will be 100% of any active purchase order given by The Client.

Anything that is already invoiced 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 might be refundable on a pro-rata basis, e.g. if the work or contract is half way through then half of the deposit is refundable. Any materials costs incurred by The Company will however be non-refundable, and might mean the deposit is not refunded on a pro-rata basis. 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 before the cancellation occurs and the deposit is non-refundable.

Requirements

Fixed price

For every fixed price contract, The Company will provide a requirements document. This will list anything that will be achieved throughout the contract 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 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.

Change requests

Requirements are subject to change by The Client, but in such events The Company might change the charge for the contract 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.

No requirements

When work carried out by The Company does not have an explicit requirements document, 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.

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 or within the timeframe stipulated within the fixed contract clause as applicable. Where The Client raises a 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 times and materials contract or new fixed price contract. 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.

Changes to these terms and conditions

The Company might change these terms and conditions at any time. The Company will alert The Client of such changes if they affect their current contract. The Companies Terms and Conditions that were effective when the contract was made will stay valid unless The Company alerts The Client of the change. If no contract is in place then The Client is responsible for checking whether the version of these Terms and Conditions has changed since their last invoice.

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.