

## Cut Laser Cut - Terms and conditions

*'We will strive at all times to offer the best service we are able to, always hoping to exceed expectations, so that our satisfied clients will use and recommend our company whenever they can. Misunderstanding can lead to disappointment, so we strongly recommend these terms are read and understood (especially 1 & 2 below), so that it is clear where our mutual responsibilities start and end. Should you wish for clarification on any point, please let us know, and we will always do our best to assist and to amicably resolve any dispute'.*

### 1. Definitions:

- 1.1 **The 'Client'** - the person or business named in the Purchase Order or Formal Quotation
- 1.2 **The 'Company'** – referred to as; We, Us, Our, Cut Laser Cut, Cutlasercut or Cutlasercut Ltd. Company number: 9850549
- 1.3 **'Goods'** – all materials and services supplied by the Company, specified in the Formal Quotation.
- 1.4 **'Formal Quotation'** – the Company's offer of goods or services to the Client, valid for 14 days unless with prior written agreement.
- 1.5 **'The Contract'** – the arrangement between Client and Company. Client orders / instructions should be confirmed in writing, whether by formal PO or email notification. The Formal Quotation will form the basis of the contractual obligation between the Client and the Company. It is the Clients responsibility to check the quotation carefully to ensure it complies with their requirements. The Formal Quotation supersedes any previous written or verbal communication. Any requested amendments to a quotation or other instructions should be provided in writing, verbal instructions are subject to misinterpretation and are not valid or binding.
- 1.6 It is understood by the company, that in deciding to proceed with an order by written confirmation, is agreeing with the terms set out in this document.  
***A large font copy of these terms is available upon request.***

### 2. Service Summary:

- 2.1 Cutlasercut offers bespoke laser cutting and engraving. Along with fabrication, production, design, consultancy and the provision of other goods and services, generally associated with, but not limited to work with lasers.
- 2.2 Our website offers a wealth of advice on the laser process and what to expect, please refer to <http://www.cutlasercut.com/> or ask us directly for clarification and advice, we're happy to help.
- 2.3 Prices are +VAT for UK and registered EU clients. Goods must be paid for prior to delivery / collection, and if it's not on the quote, it is probably not included. Please refer to Section 3 in this document for additional commercial information.
- 2.4 All laser cutting and engraving requires digital artwork, this should be provided by the Client to the specifications detailed in the Drawing Guidelines section of our website. Please refer to this and Section 5. Drawings and Artwork, for further information.
- 2.5 Laser cutting and engraving can be carried out on materials that we provide, or objects and material the client provides. If possible, we prefer to provide materials so that quality and suitability is guaranteed. Please refer to our website and Sections 6. Materials, for further details.
- 2.6 All Goods are supplied on the understanding that these terms are understood and accepted.

### 3. Price and Payment:

- 3.1 The price is as specified in the Formal Quotation and is subject to VAT for most UK and non-VAT registered EU clients.
- 3.2 We accept no responsibility to provide services that are not specified on the Formal Quotation; i.e. carriage or post laser finishing work.
- 3.3 Appointments, consultation and laser testing work may be chargeable, along with nonattendance or late arrival resulting in losses to the Company.
- 3.4 Payment terms for goods are specified in the Formal Quotation or Invoice.
- 3.5 Unless otherwise specified, cleared payments must be received before Goods can be collected or dispatched. If cleared payments are not received before scheduled completion of work, delivery / collection can be delayed.
- 3.6 Cash or card payment on collection is generally acceptable, although advance payment via bank transfer or card payment by phone may be recommended to avoid potential delays.
- 3.7 Payments made by any method other than by cash or debit card may be subject to a handling charge. Email confirmation of bank transfers are appreciated when possible, if not received, collection / delivery can be delayed.
- 3.8 Credit / Account terms are only available by prior approval, please request credit forms if of interest.
- 3.9 Account invoices must be settled within 30 days of invoice date unless by prior agreement.
- 3.10 Payment for goods by credit card will incur a 3% surcharge of the total transaction cost.
- 3.11 For larger orders, we may request a stage payment, this will be agreed in advance.

#### **4. Packing and Delivery:**

- 4.1 We commit to a standard of packing suitable for the delivery method we are responsible for, in most cases this is our own couriers or Clients collection.
- 4.2 Unless stated, delivery is not included and goods will be made available for client collection. If we arrange delivery, the delivery address and delivery charges will be stated on the Formal Quotation.
- 4.3 It is the Client's responsibility to arrange for collection of Goods in a timely fashion. If Goods have not been collected after 7 days of completion, they may be subject to storage charges.
- 4.4 If Goods for collection have not been collected after 30 days, and no prior written arrangements are made, the Company is free to dispose of Goods and seek payment of unpaid invoices and any storage charges. Although every effort will be made to inform the Client of these actions in advance.
- 4.5 For the passing of risk, the Companies responsibility for delays, accidental damage or destruction of Goods ends once the goods leave the company premises. Predefined in Incoterms rules by the ICC as EXW or Ex Works.
- 4.6 If Goods are damaged in transit, the Client should seek recompense from the carrier's insurance. The Company will render whatever assistance is possible in this regard, including recutting lost or damaged parts on an urgent basis and at preferential rates, whenever possible.
- 4.7 If a Client intends to arrange their own courier, please let us know as additional packing may be required. This is especially relevant for large and fragile items and international deliveries.
- 4.8 Additional packing requirements should ideally be quoted for and agreed in advance.

#### **5. Drawings and Artwork:**

- 5.1 See Service Summary, 2.4, for an overview of drawing requirements and specifications.
- 5.2 If artwork is supplied in an incorrect format we may be required to amend drawings, which is a chargeable service. If no artwork is supplied, we may be required to create drawings, which is a chargeable service. Wherever possible, prior agreement on artwork / drawing charges will be sought in advance.
- 5.3 The Company's design teams can produce bespoke artwork for subsequent cutting or engraving. Drawing Specifications and any subsequent changes to drawing specifications should ideally be confirmed in writing, as we cannot be held responsible for misinterpretation of a Client's verbal instructions.
- 5.4 Drawing work may be subject to cancellation or modification charges once work has commenced.
- 5.5 In some cases, drawings need to be produced before work can be accurately quoted, in these cases the Client may be liable for drawing charges even if the project does not proceed. We commit to providing a Formal Quotation for these drawing services prior to commencing.
- 5.6 It is Company policy to cut exactly to a Clients drawing, with no drawing modification (unless by prior arrangement). This includes offsetting lines to account for the reaction of materials to the laser process or the width of the laser cut (laser kerf is minimal compared with traditional tooled CNC engineering and ranges from c0.01mm to c1mm). If component tolerances are of particular importance, the Company can offer prototyping, drawing adjustment and post cut tolerance testing as additional services.
- 5.7 If the Client is not confident of their drawings suitability for lasering, the Company can offer drawing evaluation and modification as additional services, which may be chargeable. Otherwise it will be assumed that our drawing guidelines have been followed and that the drawing is suitable for use.
- 5.8 Scaled and annotated engineering drawing are generally not acceptable, the lasers will read annotation as markings for engraving, 1:1 scaled, non-annotated, vector files are preferred, but scaled and annotated drawings can be made ready for use with modification, which may be chargeable.
- 5.9 Laser engraving / laser etching can be undertaken using high quality digital images of 300dpi and above or with vector artwork. The quality of the artwork and the properties of the material or object will affect how the image will be marked on the piece. We will always aim to optimise results and recommend testing wherever possible, to give the client a realistic expectation of the final result.
- 5.10 The Company only commits to saving Client design files for the duration of the current project, should you like us to keep drawings on file for future use, please advise and arrangements will be made.

#### **6. Materials:**

- 6.1 Every precaution will be taken to ensure that the materials offered by CutlaserCut are of a high standard, previously tested for laser suitability and of a minimal environmental impact.
- 6.2 Variations will occur in natural materials and manufactured materials (i.e. Cast PERSPEX is manufactured in accordance with [ISO7823-1](#), which means for the thickness range of 2 to 25mm, a manufacturing tolerance of + / -10% plus 0.4mm (e.g. an 8mm cast sheet could vary from 6.8mm to 9.2mm in thickness). Without prior agreement, it is not the Company's responsibility to pre-check material thickness or other parameters before commencing laser work, we will take the manufacturers specification details in good faith, and use these materials in the accepted way. We can check

materials tolerances and communicate these to the Client, prior to commencing laser work, as an additional service if required.

- 6.3 We will not be held accountable for any inconsistencies in material that could result in inaccuracies with the cutting or engraving, although every effort will be taken to ensure the best results, and in many cases, we will offer to redo unsatisfactory work as a show of good faith. This does not constitute the Company accepting liability unless agreed in writing.
- 6.4 Protective backing is provided as standard on many materials (acrylic, ABS etc.), and will be added if appropriate to other materials (birch plywood, veneered MDF). Without prior written agreement, it is the Client's responsibility to remove protective backing, as the backing will protect the work during transport and help it to arrive in the best condition possible. Backing removal and other finishing can be offered as an additional service.
- 6.5 When a Client provides material for laser work, it is their responsibility to deliver them in good condition and to ensure, as far as possible that they are suitable for laser work and the project intended. The Company reserves the right to refuse to laser suspect materials, and to seek damages if Client materials subsequently cause harm to Company staff and equipment.
- 6.6 While every reasonable effort will be made, if we carry out the Client's instructions on their materials, and the results are not as expected, this does not constitute a mistake on the part of the Company, and the Company will not be liable for a refund of laser charges, or for the value / replacement of the Client material.
- 6.7 Every reasonable care and precaution will be taken with a Client's material to protect it from loss or damage whilst in our possession. But we are not liable for accidental loss or damage to Client materials whilst on the Company premises. Our commitment is to:
  - Storing the material in an appropriate way
  - Ensuring that the material/object is kept safe to avoid loss or damage
  - Ensuring the Company's premises are securely locked whilst the Studio is closed
- 6.8 We do not commit to storing Client materials indefinitely. Without specific agreement in writing, Client materials should be used within one month from the date of arrival. After three months, the Company reserves the right to charge for storage and / or dispose of the materials as they see fit.
- 6.9 It is recommended Company materials are used whenever possible to maintain the highest standards of laser work.

## **7. Copyrights, Intellectual Property Rights and Confidentiality**

- 7.1 The Company will make every reasonable effort to ensure that Client's designs and communication are kept entirely confidential. Acting as if a Non-Disclosure Agreement (NDA) is in place, and in most cases negating any requirement for additional NDA documentation to be signed.
- 7.2 If the Client requests that we work with Copyrighted designs, owned by the Client or a 3rd party, it will be assumed that the Client has obtained and granted all relevant permissions, and the Company will not be liable for Copyright breach when acting on the Client's instructions.
- 7.3 Any design or product designed by the Company, remains the intellectual property of the Company regardless of whether it has been specifically protected by Copyright, Trade Marks, Patents, Design rights or Registered Designs, and can only be used under license with written permission from the Company and its licensors, all rights reserved.
- 7.4 Wherever possible, the Company will seek specific permission to use images of Client work on our website or social media, but if you do not want images of your work shared digitally, please let us know. Should you subsequently decide to withdraw permission, images will be removed on request.

## **8. Replacements and refunds**

- 8.1 A replacement will always be offered in the first instance if the error lies with the Company due to a fault on the machine, incorrect processing or wrong materials used. If a replacement isn't possible and the fault is with the Company, a refund will be paid within 28 days of refund confirmation.
- 8.2 If a fault is due to unexpected results, file set up issue or unrealistic expectations, a cost for making changes and re-cutting will be passed on to the client. A refund will only be offered if the error is on the part of The Company.

## **9. Consequential Loss and Variation**

- 9.1 In the event that the Company fails to deliver a product or service by an agreed date, or that the product fails then the Company shall not be liable for consequential loss.
- 9.2 No addition to or variation of these conditions will bind the Company, unless it is specifically agreed in writing and signed by a Director of the Company.
- 9.3 No agent or person employed by or under contract with the Company has the authority to alter or vary these conditions in any way, unless it is specifically agreed in writing and signed by a Director of the Company.