

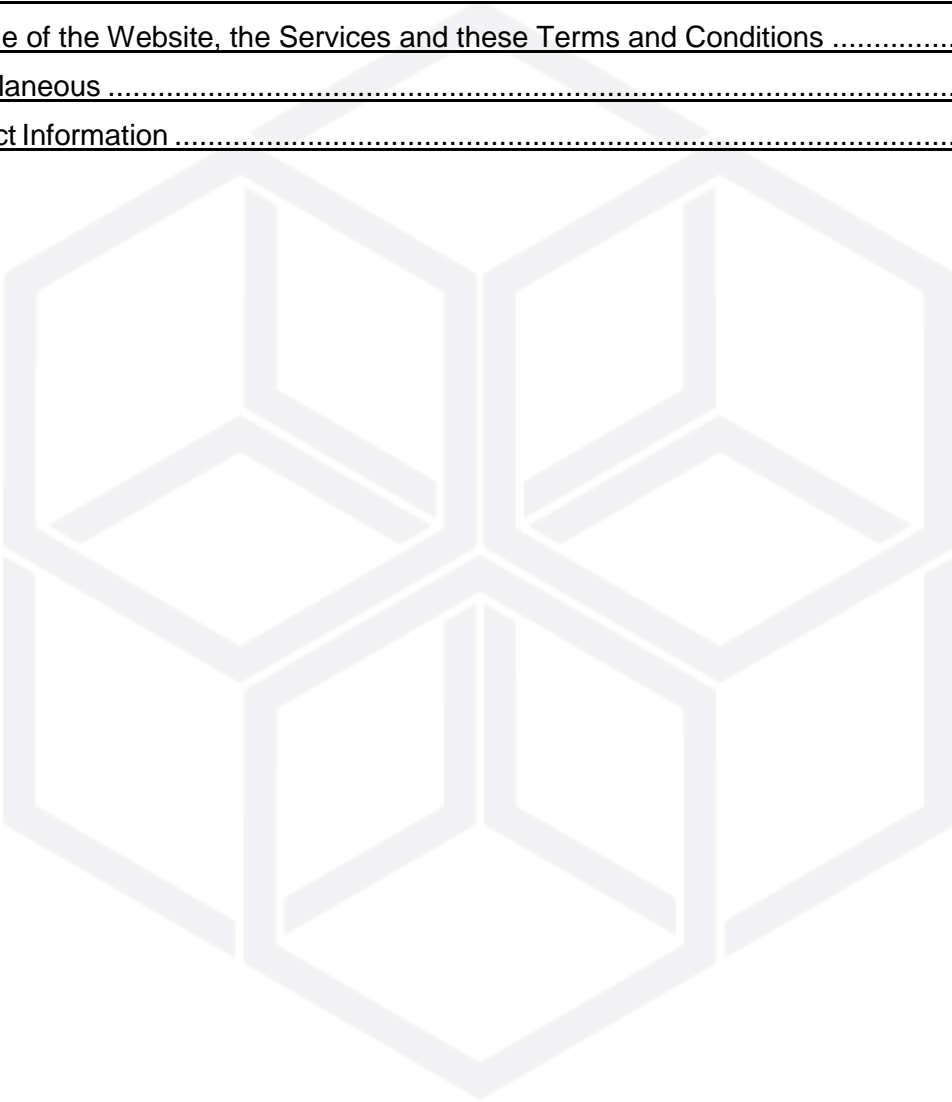
PLG Engineering Ltd.

Website and General Privacy Policy

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PLG Engineering Limited

Terms and Conditions

Last updated: June 14, 2023, at 17:00 pm

The following are terms and conditions of a legal agreement between you and PLG Engineering Limited, its affiliates, and partner (collectively, "PLG Engineering", "we", "us", or "our"). These terms and conditions govern your use of the services we offer ("PLG Engineering Services" or "Services") and the use of plgengineering.com (the "PLG Engineering Website" or "Website").

Using the PLG Engineering website and service, you acknowledge that you have read, understood and agree to be bound by these "Terms and Conditions" and comply with all applicable laws and regulations. If you do not agree to these Terms and Conditions, you should not use the PLG Engineering Services and Website.

PLG Engineering uses its proprietary software for its automatic uploading system that will check and price models.

PLG Engineering Services

The PLG Engineering Services comprises different services provided through the Website. One of our Services enables you to upload a 3D file to our Website, view it in 3D, have it tested for manufacturability and finally have it 3D printed (also 'manufactured') by us.

If you want to turn your 3D model into a tangible object, you can place an order with us to have it manufactured. We manufacture all parts to the specification we're provided with from our selected materials, for which data can be found on our materials page on the website.

Unless stated differently during checkout, all costs will be billed and collected by PLG Engineering. If your model is not manufacturable or has features that may lead to unsatisfactory results of the manufacturing process, we will contact you and advise the changes that need to be made. A refund can be given if changes are impossible, providing that manufacturing has yet to commence.

Our proprietary software checks your model for manufacturability. Models that do not qualify for 3D printing need to be inspected by an expert 3D designer, who might – but not necessarily will – be able to turn your model into one that can be manufactured. Most files require fixing, and in many cases, they will be done FREE OF CHARGE by PLG Engineering, though some models require complete modification that may require additional services. Expert services are available through PLG Engineering; you can purchase them, also in combination with the 3D prints of your model. By buying expert services, you will reduce, but not altogether remove, the risks related to your model's potential non/limited- manufacturability and the limits of the 3D printing technology, which might lead to unsatisfactory results of the 3D-print process.

It must be noted that our proprietary software checks your models' manufacturability and—if possible – automatically repairs them on a best-effort basis. A model that successfully passes our software's check for manufacturability, either before or after being automatically fixed, might still be non-manufacturable. We perform routine checks on all models and will advise you. Still, we will not be held liable for any loss, damage or cost incurred if the model has characteristics other than the guidelines in the Basic Rules page or Maxima for STL files.

Account Terms

You must be at least eighteen (18) years of age to use this Service. If you are under 18, you may use PLG Engineering only with the involvement of a parent or guardian. You must provide current, accurate identification, contact, and other information that may be required for the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account and are responsible for all activities that occur thereunder. We will not be liable for any loss or damage from your failure to maintain the security of your account and password. We reserve the right to refuse service to or terminate the service of anyone at any time without notice for any reason.

Ordering

1. Placing an order/Getting a quote

To order a print of a model you designed or found on the World Wide Web, you start by uploading the model to our web app. Then you can select the quantity of the model you order, the turnaround time you want the model to be made in, and additional services. As the next step, we ask you to provide us with the information we need to deliver the model. Please be informed that the language to be used during the whole ordering process is English. Quotes are valid for 30 days from the date of issue.

2. Unacceptable orders, cancellation of orders by us

There may be technical or other reasons why we cannot accept or must cancel your order during the entire process, even after we receive your order. (Such reasons can be, for example, but are not limited to, the unfeasibility of the model, the features of your model, the destination of the delivery you indicated in your order etc.) If we cancel your order, PLG Engineering will contact you via email.

Any functioning weapon or parts from firearms will not be printed. Any parts for weapons concealed or disguised as other parts in an attempt to bypass this rule will remain the responsibility of the person(s) who upload the files, and they will be held liable for any legal actions resulting from the printing.

3. Prices

The prices displayed are based on the pricing scheme of the Turnaround time you choose and are valid only for the moment that they are displayed. PLG Engineering reserves the right to change its prices without prior notice. Such changes, however, will not affect orders completed before posting a new fee. We do our best to prevent errors in the pricing. However, should an error occur, we are not bound by our offer and may cancel the order.

4. Payment and price

Payment must be made in full before printing. Lead times for the printing process start on the completion of payment and not from the time of the upload.

Payment should be made through the website portal or an invoice emailed out and should be paid by credit card or PayPal.

5. Acceptance

After sending your order, we will send you an order confirmation to the email address you signed in or supplied with the upload. The order confirmation will be effective as of the date the

order confirmation is sent to you. If we cannot accept your order, we will contact you by email. You should verify the details in the confirmation email. If there are errors, you should email us by emailing our customer service as soon as possible.

6. Amendments to Order, including Adding files/Changing files

After the acceptance and payment of the order, there can be no changes to the files or processes.

7. Lead Times

Lead times are only estimating and NOT IN ANY WAY guaranteed. Infrequent and unpredictable factors like machine failure, power cuts and acts of God may cause orders to be delayed by several days.

If Express orders take significantly longer than expected, a partial refund may be given to equal the cost of an Economy order, but no full refunds are given.

There are no Lead time-related refunds for Economy orders. If you are on a deadline, it is strongly advised that you choose the Express tariff.

8. Shipping

Your order will be delivered to your shipping address or available for pick-up, depending on your chosen service. We are not liable for incorrect shipping addresses; no refunds are given if incorrect shipping addresses are provided.

All packages are sent out in a protected box and by recorded delivery. If packages are returned to us, we will resend them, though this may incur additional charges.

In case of doubt, check the delivery address on any update notification emails you send. We are not liable for any damage or cost caused by shipping or delivery delays.

Change of shipping address is permitted. However, your model will be placed at the back of the queue for printing and lead times will recommence from the date of the address change unless otherwise stated.

9. Cancellation of your order, return of models

Due to the nature of our Services, you cannot cancel your order after it goes into production. Orders that contain non-refundable items are still cancellable; however, note that refund or cancellation will not apply to non-refundable items in the order.

If ordered on an Account (Active as of January 2019 – subject to approval) once an invoice has been requested, any cancellations must be received within 48 hours. Failure to send PLG Engineering written confirmation of the cancellation will result in the order being added to that month's accounts.

We are not responsible for your design should it not work or not fit the designed purpose unless what we provide is substantially dimensionally different from what was supplied to us in STL format.

10. Minimum Guaranteed Thickness

Parts are guaranteed with a minimum wall thickness of 1 mm. We will print things thinner than 1

mm, but it is at your own risk. If these break in our hands, your hands, during delivery, or are lost during the cleaning process, they will not be covered or reprinted for free. Although we do our best to check over every single model for printing, sometimes thinner parts can be missed; PLG Engineering is not held responsible if the parts are missed and printed anyway, which results in a failed or broken part.

11. Polishing and Dyeing

Polishing and dyeing are additional processes to the manufacturing time and lead times. If you agree to use one of these services, you accept that an additional one working day per service may be added to the lead time if necessary.

12. Use of 3rd Party Companies

In certain circumstances, it may be necessary for PLG Engineering to use a 3rd party company to complete orders or specific aspects of a job. e.g. finishing work. PLG Engineering cannot be held responsible if any problems or longer lead times are caused by using this 3rd party. Although we strive to complete jobs within the lead times stated, we cannot always guarantee these.

13. Delays to Order

In some very rare circumstances, there may be a delay to your order; in these circumstances, there may be a variety of reasons which include, but are not limited to, failure of Quality Control due to discolouration or damage, machine

failure, power cuts and 'Acts of God'. If one or more of these issues arise, we will re-print the affected files, but this may cause a delay to the order while we await the reprints. As these problems are always unforeseen, PLG Engineering accepts no responsibility for missed deadlines and is not obligated to offer a refund or compensation.

14. Part Accuracy

Although DLS, SLS and MJF 3D printing techniques are generally considered to be one of the higher qualities and most accurate forms of 3D printing, PLG Engineering does not guarantee any part to any degree of accuracy; this is because some parts can suffer from uncontrollable shrinkage due to their geometry which PLG Engineering cannot always consult on before the printing commences. However, most parts are within +/- 0.3 mms of the original dimensions, or 0.3% of the dimension, whichever is greater. No reprints will be offered if a part falls within the stated tolerances. If a part falls outside these tolerances, it is up to the discretion of PLG Engineering if the part is to be reprinted.

Anything under our 1 mm guaranteed thickness is not covered to any level of accuracy.

15. Order Refunding or Reprinting

In the rare cases that orders must be reprinted or orders are to be refunded due to issues with the printed parts, all received items must be shipped back to PLG Engineering; costs incurred are the responsibility of the client returning the package.

PLG Engineering will not begin the reprinting or refunding of the order until the package has been received and assessed for damage or any other anomalies. For this reason, PLG Engineering recommends that orders are returned only via a tracked and recorded delivery service so that both parties can record the returned order.

If PLG Engineering believes that the parts originally supplied conform to our Terms and Conditions and were agreed upon in the order Disclaimer. In that case, PLG Engineering will declare the order fit for purpose and will provide an explanation of the reasons why. No refund or reprint will be organised in this instance. Redelivery of the order is the responsibility of the client.

Any refunds or reprints agreed upon will be completed within ten working days unless otherwise stated; refunds or reprints are normally completed as quickly as possible.

16. Issues with Order/Complaints

Any issues arising from any order placed with PLG Engineering must be made within 30 days of receiving the order as per the tracking number provided at the time of dispatch. Failing to do so will waive all rights to any reprints or refunds. PLG Engineering advises that you check all parts of your order when they arrive for any faults or issues regarding its service.

Warranty

As PLG Engineering is independent of the part's design, PLG Engineering offers NO warranty on any parts and does not insure against design in any way.

Though 3D printing is an excellent and cost-effective way to manufacture low-volume and one-off items, the quality and price are unlikely to match those of mass-produced items. Misunderstanding of strength, surface finish and cost are not grounds for a refund in any case.

PLG Engineering MAKES NO WARRANTY OTHER THAN THOSE MADE EXPRESSLY IN THIS TERMS AND CONDITIONS TO THE FULLEST EXTENT PERMITTED BY LAW; PLG Engineering HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON- INFRINGEMENT. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE PRECEDING LIMITATIONS MAY NOT APPLY TO YOU.

CAD Design Service

Client's obligations

The Client will provide or assist us in obtaining whatever materials, text or information are required to provide the services. We reserve the right to charge for time spent acquiring or amending such materials, text or information where those supplied by the Client are inadequate, or the Client's instructions are inaccurate or incomplete.

The Client will review all specifications, drafts and proofs provided by us and provide feedback and/or approval in a timely manner.

The Client will thoroughly check such specifications, drafts and proofs we provided before signing off on them. Once written approval has been given, the Client will have no further opportunity to make changes to the final product, and we shall not be responsible for any error subsequently discovered in the final product. Nor will we be liable for any Client dissatisfaction with the product where the signed-off specification produces the final product. Any changes we do subsequently agree to make will be at our sole discretion, and we reserve the right to charge for them. Any claims for damage or short-supplied goods must be made in writing within seven days of the goods being received.

Information sent from the client about specification, modification or general product information must be sent via email and not in handwritten or verbal form. Errors occurring from information in the non-email form will not be covered for refundable or free-of-charge amendments to digital or physical works.

Intellectual property

The Client represents and warrants to PLG Engineering that any elements of text, graphics, images, designs, trademarks or other material supplied or disclosed to PLG Engineering are the property of the Client or the Client has permission from the rightful owner to use each of those elements and that PLG Engineering its use of such material shall not infringe the intellectual property rights of any third party. PLG Engineering will inform the relevant governing bodies in the event that it finds itself in possession of an illegal image. Any product produced by PLG Engineering for the Client using or containing anything supplied or disclosed by the Client which infringes the intellectual property rights of any third party will remain the liability of the Client, and the Client will indemnify and keep indemnified PLG Engineering against any loss, damage claim or expense arising out of such infringement.

Where all sums owed to us under this agreement have been received, PLG Engineering will assign to the Client all intellectual property rights (including copyright) in the final product as are owned by us and capable of assignment. All images, text, layouts, website scripts and source code appearing on or associated with our websites are copyright of PLG Engineering 2023. All media published on our websites remain the intellectual property of PLG Engineering. PLG Engineering shall have the right to use the Client's name & logo royalty-free in its marketing material.

Retention of title

All goods or services sold or supplied by PLG Engineering remain our property until payment is made in full. Though the intellectual property of files is under the ownership of the client, data files and drawings produced will remain the property of PLG Engineering until a release fee is agreed upon. This fee is at our discretion, though our standard release fee is twice that of the cost of the CAD work and is an additional cost to that of the CAD work itself.

The functionality of digital designs created by PLG Engineering

All designs will be to the best of our knowledge and ability; however, with prototyping, this may take a few attempts to produce an item fit for purpose. After the agreed client signs off on digital items, PLG Engineering bears no responsibility for the fit, form and functionality of the parts produced. Amendments and future prints are subject to our standard chargeable rates.

Warranties and liabilities

PLG Engineering warrants that to the best of its knowledge and belief, the final product shall not infringe any third-party rights or be contrary to English law. All other warranties or representations, whether express, implied or statutory, concerning our service, including, without limitation, any implied warranties of merchantability, accuracy, fitness for a particular purpose, or non-infringement, are hereby excluded to the maximum extent permitted by law. No oral or written information or advice we give shall create a warranty. PLG Engineering's maximum aggregate liability to the Client under this agreement shall in no circumstances exceed an amount equal to the total amount paid by the Client. In no event shall PLG Engineering be liable to the Client for any loss of business, loss of opportunity, profits or goodwill, or any other indirect or consequential loss or damage. This shall apply even where

such a loss was reasonably foreseeable, or we had been made aware of the possibility of the Client incurring such a loss. The Client shall indemnify and keep indemnifying PLG Engineering from and against any damage, loss, costs, expenses (including legal fees and expenses) and liability, whether civil or criminal, which we may incur or suffer resulting from any act, neglect or default of the Client or its agents, employees or licensees, or the infringement of the intellectual property rights of any third party.

Confidential information

The parties agree to treat as secret and confidential and not at any time for any reason during or after the termination of the agreement to disclose or permit to be disclosed or made use of any confidential information concerning the other's business which they may acquire in the course of the agreement.

The above restrictions shall not prevent: (a) the disclosure of information if required by law; or (b) the disclosure of information already in the public domain otherwise than through unauthorised disclosure by the Consultancy.

General

Amendment: Any valid alteration to or variation of this agreement must be in writing and signed by a duly authorised representative on behalf of each party.

No Waiver: No failure of either party to enforce at any time or for any period any term or condition of the agreement shall constitute a waiver of such term or of

that party's right later to enforce all terms and conditions of the agreement.

Severance: If any provision of the agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or either of the parties receives an indication of the same from any relevant competent authority, such provision shall be deemed severed from the agreement and the remaining terms of the agreement shall remain in full force and effect.

Force Majeure: Neither party shall be liable for any delay in performing or failure to perform its obligations under the agreement to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavours to minimise the effects of any force majeure event. The Client's obligation to pay all amounts due under this agreement is explicitly excluded from the provisions of this clause.

Jurisdiction: The agreement is governed by and is to be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Use of the plgengineering.com Website

Copyright and all other proprietary rights in the content of the Website (including but not limited to software, audio, video, text and photographs and excluding all User Generated Content) rest with PLG Engineering or its licensors. All rights in the content not expressly granted herein are reserved. Except as otherwise provided, the content published on this Website may be reproduced or distributed in unmodified form for personal, non-commercial use only. Any other use of the content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of PLG Engineering, is strictly prohibited. You also agree that you will not use any robot, spider, other automated devices, or manual process to monitor or copy any content from the Service. Our rights include rights to (i) the Service developed and provided by us; and (ii) all software associated with the Service. All copyright and other proprietary notices shall be retained on all reproductions.

This Website may provide links to other websites not controlled by PLG Engineering. PLG Engineering shall not be responsible for the content of such other websites. PLG Engineering provides such links only as a convenience to you, and the inclusion of any link to any such websites does not imply endorsement by PLG Engineering of the content of such websites.

Since the PLG Engineering Service is a web-based service, it might be subject to temporary downtime. From time to time, we also update our Website, which will result in the Website not being available for a certain period. We will endeavour to ensure that the Website operates reliably and consistently, but we do not warrant that the Website will operate uninterrupted without any faults. We are not responsible for any losses suffered by you as a result of any interruption of the Website or suspension of your access to the Website.

Fit for Purpose

All parts that PLG Engineering manufactures are manufactured to a suitable standard. However, PLG Engineering stresses that any part manufactured for any purpose other than prototyping should be submitted for testing by the relevant regulating bodies. PLG Engineering accepts no responsibility for parts used for purposes other than prototyping. PLG Engineering recommends that parts are certified for their use and deemed fit for purpose.

User-Generated Content

The term "User Generated Content" when used in this Terms and Conditions shall mean any content uploaded to the Website by you, including but not limited to all uploaded 3D designs, pictures of your 3D objects, pictures of any model, comments on the Website, specifications provided in your order as well as the printed model we create for you based on your User Generated Content. All User Generated Content should not be or contain abusive, harassing, threatening, defamatory, obscene, fraudulent, deceptive, misleading, offensive, pornographic, illegal or unlawful information or be likely to infringe or infringe on any intellectual property rights. Intellectual property rights mean copyright, patent, registered design, design right, trademark, trade secret or any other proprietary or industrial right.

PLG Engineering has no obligation to review the User Generated Content and can in no way be held responsible for the content of the User Generated Content.

ALL data created/supplied by you remains your own intellectual property unless you grant us your permission to distribute and share images and information about your parts; this does not include distributing the 3D file(s) that you have supplied us with. By paying for your order, you agree that if necessary, we are able to outsource your 3D data to one of our carefully selected

partners, whom themselves are covered under ours and their own non-disclosure agreements that they won't be able to use any of your data without first seeking your permission.

By agreeing to our service 'Social Postage'* you agree that PLG Engineering is allowed to show and distribute images of your files, but not including the 3D data itself, via any of our channels; this includes our website and social media channels, but it is not limited to these methods. By agreeing to this service, we do not need to seek your written permission to distribute images of your files through any of our channels, and you are not able to request pictures to be removed after something has gone live.

*(The Social Postage button this means that if PLG Engineering decide to use any images of your parts through any of means, you will have your postage costs refunded back to you, this is at our own discretion)

Intellectual Property Rights of 3D Designs/Models/Prints

You, as a designer, retain ALL your intellectual property rights in your 3D design, including any derivative works like 3D renders, without limitation. Except for the rights and licenses specified below, PLG Engineering shall **NOT** use, modify, display or distribute your 3D design or derivatives thereof. By uploading your 3D design, you warrant that it is either your original creation and not copied from any third party and entity or that you own the intellectual property rights of the design. You warrant that your User Generated Content will not infringe on the intellectual property rights of third parties. Should your User-Generated Content nevertheless be found to be violating and/or violating any law, you will defend PLG Engineering against third-party claims and be held liable for all (direct and indirect) damages and costs incurred by PLG Engineering with respect to such claims.

We retain the right to review and refuse any order when it, at our discretion, appears to infringe on third-party intellectual property rights.

We are happy to sign non-disclosure/confidentiality agreements wherenecessary.

Consent to Use of Personal Data

Using our Services, you agree that PLG Engineering may collect and use your personal data. Such information collected through this Website shall only be used for our records and will never be sent, sold or distributed to any third parties without consent.

Third-Party Processors

Our carefully selected partners and service providers may process personal information about you on our behalf as described below:

Digital Marketing Service Providers

We periodically appoint digital marketing agents to conduct marketing activity on our behalf, such activity may result in the compliant processing of personal information. Our appointed data processors include:

(i) Prospect Global Ltd (trading as Sopro) Reg. UK Co. 09648733. You can contact Sopro and view their privacy policy here: <https://sopro.io>; Sopro are registered with the ICO Reg: ZA346877, their Data Protection Officer can be emailed at: dpo@sopro.io."

Limitation of Liability

These Terms and Conditions set out the full extent of our obligations and liabilities concerning PLG Engineering Services. Save as set out below, there are no warranties, conditions or other terms binding on us regarding the supply of Services except as expressly stated in these Terms and Conditions. Any warranty, condition or other term arising out of or in connection with the Services or the delivered models which might otherwise be implied into or incorporated into these Terms and Conditions by statute, common law, or laws applicable in the country where you ordered the Services or otherwise (including without limitation any implied term as to the quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

PLG Engineering WILL NOT BE LIABLE FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHERWISE OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE RECEIVED FROM YOU BY PLG Engineering FOR THE RELEVANT ORDER.

Indemnification

You agree to indemnify and hold PLG Engineering, its partners, affiliates, distributors, dealers, agents and their employees harmless from and against all liabilities, costs, damages and expenses (including reasonable attorney's fees) arising from or relating to any claims that result from your breach of these Terms and Conditions.

Change of the Website, the Services and these Terms and Conditions

PLG Engineering reserves the right to change the Website, the Services and these Terms and Conditions at any time. Such amended Terms and Conditions shall be effective upon posting on this Website and will have no effect on sales completed before such posting. We will make reasonable efforts to post notices regarding any changes to these Terms and Conditions. Please check the Terms and Conditions published on this Website regularly to ensure that you are aware of all terms governing the Website and the Service.

Miscellaneous

These Terms and Conditions, together with the Privacy Statement and any other policies, guidelines, or FAQs posted by PLG Engineering, represent the complete and exclusive agreement relating to the subject matter hereof, which supersedes any proposal or prior agreement, oral or written and any other communications between you and PLG Engineering. No amendment of these Terms and Conditions shall be binding upon PLG Engineering unless in writing and signed by PLG Engineering. If any provision is held to be void or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of these Terms and Conditions.

Contact Information

If you have any questions regarding these Terms and Conditions or the Services, you can contact us by sending an email to weare@plgengineering.com

SHOULD YOU EXPERIENCE ANY PROBLEMS, PLEASE CONTACT US, AND WE WILL DO OUR BEST TO FIX THEM AS SOON AS POSSIBLE. SINCE WE ALWAYS WANT TO IMPROVE OUR SERVICES FURTHER, WE WELCOME ALL FEEDBACK. PLG Engineering MAY CONTACT YOU TO ASK YOU ABOUT YOUR EXPERIENCES.

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