

AMOS Design Ltd.

**A GENERAL AGREEMENT AND TERMS AND
CONDITIONS FOR THE PROVISION OF
RESEARCH, DESIGN, SIMULATION,
PROTOTYPE AND TOOLING BY AMOS DESIGN
LTD TO THE CUSTOMER**

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**THIS AGREEMENT IS COPYRIGHT OF AMOS DESIGN
LTD AND IS NOT TO BE COPIED, DUPLICATED OR
DISTRIBUTED TO ANY THIRD PARTY WITHOUT
EXPRESSIVE PERMISSION.**

This Research, Design, Simulation, Prototype and Tooling agreement (“the Agreement”) dated the day _____* is made between AMOS DESIGN LTD of 8 Bethesda Street, Llanberis, Gwynedd, LL55 4LD, UK (“hereinafter called AMOS DESIGN LTD”) and _____* of _____* (“hereinafter called the Customer”).

WHEREAS:

A) AMOS DESIGN LTD. specialises in the design, development and provision of services and prototypes for product development.

B) The customer is _____*) and _____*

TERMS USED IN THIS CONTACT:

Customer: The person or company which purchases services or goods from AMOS DESIGN LTD

Conditions: The terms and conditions as outlined in this document

Contract: Relating to the “agreement” and is interchangeable

Documents: Any tangible or intangible documents in writing or in digital format that could contain a map, graph, spreadsheet, image, coding, programs, video, CAD or equations

Free Issue Materials: Any goods or materials supplied to AMOS DESIGN LTD by the Customer without charge

Intellectual Property: To include design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered

Invoice: A list of goods or services provided by AMOS DESIGN LTD and a statement of the sum due from the Customer

Party: Refers to either AMOS DESIGN LTD or the Customer

Quotation: A formal or informal statement setting out the estimated costs for a service, prototype or product

Services: The provision of services from AMOS DESIGN LTD to the Customer

Third Party: A person, group or business besides AMOS DESIGN LTD or the Customer.

IT IS AGREED AS FOLLOWS.

1. Work to be completed

1. Upon the signing of this Agreement any or all of the following types of services shall be carried out by AMOS DESIGN LTD within the time scale outlined on any written quotations supplied by AMOS DESIGN LTD. to the customer:

- A. Market Research
- B. Technical project specification composition
- C. Intellectual property claims and patent proposal writing
- D. Concept development
- E. CAD (Computer Aided Design)
- F. CAM (Computer Aided Manufacture)
- G. Reverse Engineering of an existing product
- H. FEA (Finite Element Analysis)
- I. Rapid prototyping
- J. Testing and documentation
- K. DFM (Design for Manufacture) including production drawings and tooling designs
- L. Manufacturing sourcing
- M. Manufacturing integration including lean processes
- N. CE certification processes
- O. Marketing imagery and computer generated renderings and animations
- P. Composing and illustration of instruction documents including technical review

If AMOS DESIGN LTD is unable to complete the work by the time scales indicated on any quotation then it will inform the customer in writing. Any time scales supplied in quotations are best estimates only.

2. The Customer agrees to carry out any services or complete requests for information within a timely manner that will not hinder progress of the agreed quotation.

2. General

1. Upon the termination or cancellation of this Agreement each party shall return to the other party any material, equipment, tooling or documentation belonging to such other party and shall cease all or any use of any confidential information of the other party.
2. The Customer shall be responsible for delivering any and all Free Issue Materials to AMOS DESIGN LTD's premises unless otherwise agreed in advance and the Customer shall, unless otherwise so agreed, also pay any and all costs associated therewith.
3. AMOS DESIGN LTD shall have the right to work within any industry of its choosing but agrees to share the name of any companies with the Customer that could be of conflicting interest. AMOS DESIGN LTD is not at liberty to share information of a confidential nature with the Customer about its dealings or projects entered in to with Third Parties. If a conflict of interest arises as deemed by AMOS DESIGN LTD then AMOS DESIGN LTD shall agree to discuss this matter with the Customer prior to starting of any work, or if work has begun then as soon as practically possible.
4. The Customer shall not, without the prior written consent of AMOS DESIGN LTD, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services or termination of the Contract, as applicable, solicit or entice away from AMOS DESIGN LTD or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services. Any consent given by AMOS DESIGN LTD shall be subject to the Customer paying AMOS DESIGN LTD a sum equivalent to 25% of the then current annual remuneration AMOS DESIGN LTD's employee, consultant or subcontractor.
5. All Free Issue Materials shall be handled by AMOS DESIGN LTD at the Customer's own risk and may be disposed of by AMOS DESIGN LTD at the Customer's cost (if any), unless otherwise agreed with AMOS DESIGN LTD in advance.
6. All samples, drawings, descriptive matter, specifications and advertising issued by AMOS DESIGN LTD and any descriptions or illustrations contained on or in AMOS DESIGN LTD's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract and this is not a sale by sample.
7. This Agreement shall be governed by and construed in accordance with English and Welsh Law.
8. This Agreement is subject to change by AMOS DESIGN LTD who will give written notice to the Customer if such instance should occur.
9. This Agreement supersedes any previous agreements whether verbal or written between AMOS DESIGN LTD and the Customer.

10. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

11. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

3. Costs

1. All costs for the Services provided will be incurred by the customer. This includes but is not limited to product design services, engineering, prototyping, tooling, intellectual property acquisition and travel and expenses incurred in carrying out the duties requested. Where possible costs will be stated upfront but AMOS DESIGN LTD reserves the right to change the quoted costs in retrospect or after the event has occurred.
2. Any travel costs incurred in carrying out the duty of the service will be charged to the customer at a rate of £0.40 per mile. Time incurred for travel will be charged at the normal hourly rate as per any quotation. All expense costs will be requested immediately after occurrence.
3. The price of each product, service or prototype is in accordance with the quotations provided by AMOS DESIGN LTD whether formally through written quotation or informally in a verbal manner.
4. If credit has been agreed with the Customer from AMOS DESIGN LTD then any invoice sent from AMOS DESIGN LTD to the Customer shall be paid within 28 days of invoice date.
5. If credit has not been agreed with the Customer then the Customer shall pay on placing of the order to AMOS DESIGN LTD.
6. No payment shall be deemed as received until the company has received cleared funds.
7. If the Customer fails to pay AMOS DESIGN LTD any sum due pursuant to the Invoice, the Customer shall be liable to pay interest to AMOS DESIGN LTD on such sum from the due date for payment at the annual rate of 10% above the base lending rate from Nationwide plc, accruing on a daily basis with the addition of a one off £30 processing fee until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse AMOS DESIGN LTD for any and all costs incurred by the AMOS DESIGN LTD in recovering payment from the Customer.
8. If payment is not received within the terms outlined on the invoice then AMOS DESIGN LTD reserves the rights to recover or hold assets or intellectual property from the Customer until such payment is made in full.
9. Payment for all or part of a quotation or invoice shall become due on termination of this contract.
10. The price set out in any quotation is exclusive of Value Added Tax at the rate of 20%. The customer is liable for the payment of the Value Added Tax in full to AMOS DESIGN LTD.
11. The price set out in the quotation is a best estimate and is subject to change based on changes of situation or requirements from the Customer or on hindsight of research or investigation. Any changes or additional services requested by the Customer shall be added/deducted to the quotation and will be at the discretion of AMOS

DESIGN LTD. AMOS DESIGN LTD reserves the right to increase or decrease the price requested on the invoice due to any changes in the services requested by the Customer, any oversights in the request for quotation or any unexpected costs incurred.

12. Any out of pocket expenses or costs of postage will be incurred by the Customer and a receipt that be provided in writing by AMOS DESIGN LTD.

4. Ownership

1. The intellectual property of any tangible or intangible ideas, computer generated documents or process developed as part of the service shall be the sole property of AMOS DESIGN LTD. On full payment and agreement to this contract from the Customer AMOS DESIGN LTD will grant to the Customer rights and a license free of charge and on a worldwide unlimited time basis for use of the intellectual property or services. This will be an ongoing agreement until termination of this contract. Upon termination of this contract the licence shall revert back to the property of AMOS DESIGN LTD unless agreed otherwise.
2. Only once full payment has been received shall AMOS DESIGN LTD provide drawings, CAD data or tangible items to the customer.
3. Physical items such as prototypes or products will be become the property of the customer once full payment has been received. It is the responsibility of the customer for the collection or cost of delivery of the physical items from the premises of AMOS DESIGN LTD unless otherwise agreed.
4. Any intellectual property developed by AMOS DESIGN LTD in parallel to services that are not requested by the customer automatically defaults to the property of AMOS DESIGN LTD and AMOS DESIGN LTD has no obligation to offer a license for this property, but can do so at its discretion.
5. AMOS DESIGN LTD shall be free to assign this Agreement without the customer's consent and shall be able to sub-contract part or all of the works requested to a supplier deemed to be of suitable quality, background and workmanship standard.

5. Prototyping

1. In the event that the specification and drawings for the prototype have been provided by the Customer then AMOS DESIGN LTD. warrants to the customer that the tool making and manufacture of the product or prototype shall conform to these specifications and drawings and shall be free from defects in materials and workmanship. The customer shall accept full liability for checking the product to the drawings provided. The customer shall in writing within 14 days of being notified by AMOS DESIGN LTD that the prototypes are complete accept the products as being fit for purpose unless the Customer is of the opinion by giving substantive written reasons why they are not.
2. In the event that AMOS DESIGN LTD is responsible for the specification and manufacture of the prototype then AMOS DESIGN LTD warrants to the customer that such prototypes shall conform to AMOS DESIGN LTD's specification and the prototype shall be free from defects in materials and workmanship.
3. Where AMOS DESIGN LTD is acting as an intermediary for the Customer in purchasing prototypes from a Third Party then AMOS DESIGN LTD will not be held responsible for the actions or quality of the prototypes supplied by the Third Party. AMOS DESIGN LTD will complete suitable due diligence on behalf of the Customer in arranging Third Party suppliers for the Customer.
4. The Customer agrees to offer AMOS DESIGN LTD first refusal of all prototyping work arising from any service AMOS DESIGN LTD is involved in. In the instance where AMOS DESIGN LTD is unable to fulfil the prototyping requests of the customer then AMOS DESIGN LTD will relinquish the right to produce the prototypes and an alternative will be sourced. This work could include but not limited to 3D printing, CNC machining and turning, handmade samples and any other services required for prototyping, testing or fixturing. AMOS DESIGN LTD will supply the services and prototypes at a fair market rate.
5. Due to the individual nature and special purpose of prototypes for the Customer no refunds can be requested on prototype components once the order has been accepted by AMOS DESIGN LTD. Alterations to the prototypes can be requested and the acceptance and cost will be at the discretion of AMOS DESIGN LTD.
6. The customer agrees that any tooling used for the manufacture of the products or prototypes shall be retained by AMOS DESIGN LTD on its premises for use by the Customer for 3 years following the signing of this Agreement. AMOS DESIGN LTD agrees not to use the tooling of the Customers for any Third Party.

6. Confidentiality

1. Any information concerning AMOS DESIGN LTD, its intellectual property, its products or prototypes which is disclosed to the customer whether orally, or in written or other tangible form (hereinafter "Confidential Information"), is confidential and remains the exclusive property of AMOS DESIGN LTD. Consequently the customer undertakes for itself and for any employee, agent, staff member, service provider or partner whose services they may use, that the Confidential Information:
 - A. Shall not be disclosed to third parties without having received prior written consent from AMOS DESIGN LTD
 - B. Shall only be provided to members of its staff needing to have access to it who will be then strictly bound by the terms of this Agreement
 - C. Shall not be used by the customer for purposes other than the one set out herein, in particular for direct or indirect use, without having received prior written consent from AMOS DESIGN LTD
 - D. Shall not be the subject of any protection such as intellectual property right, by the customer
 - E. Notwithstanding the foregoing, the information shall not be deemed as confidential if the customer can prove:
 - a) That it was already known to the general public when communicated to the customer
 - b) That the customer has received it legally from a third party authorised to disclose it
 - c) That it was already in its possession prior to disclosure of the same by AMOS DESIGN LTD
 - F. Moreover, the customer undertakes:
 - a) To keep the Confidential Information in a safe place
 - b) To ensure that no copies are made of the Confidential Information other than those required for its activity
 - c) To provide AMOS DESIGN LTD with a list of the persons authorised to have access to the Confidential Information
 - d) To inform AMOS DESIGN LTD of any action of a third party to the Agreement that infringes its own rights or those of AMOS DESIGN LTD
 - e) To return, upon AMOS DESIGN LTD's first request, all originals and all copies related to the Confidential Information
 - f) To destroy all analyses and studies, all summaries and other documents that have been drawn up, regardless of their format, by using the Confidential Information and to confirm such destruction to AMOS DESIGN LTD in writing.
 - g) Not communicate about the service without AMOS DESIGN LTD's prior approval.

Moreover, the customer is forbidden from taking any action that could be deemed as a disclosure and in particular to any third party to the Agreement other than its representatives, with the exception of any disclosure required by the law, regulations or an administrative or legal authority, being specified that, in such a case, the customer shall:

- A. Inform AMOS DESIGN LTD, as soon as possible, of the existence, conditions and circumstances of such legal or regulatory obligations or of such request from an administrative or legal authority,
- B. Consult with AMOS DESIGN LTD, regarding any measures that may be taken in order to avoid or limit such disclosure and
- C. Should such disclosure be legally required, endeavour to obtain any measure aiming at maintaining the confidentiality of the information thus disclosed.

The obligation of confidentiality shall remain effective during the term of this Agreement and shall survive until the Confidential Information falls into the public domain and shall be binding upon the heirs, successors and assigns.

2. AMOS DESIGN LTD agrees to keep confidential any technical or commercially sensitive information supplied by the Customer that it is not already aware of and not to disclose this information to any third party.
3. The customer agrees to allow AMOS DESIGN LTD to use images, logos, videos, drawings and any other marketing material for publicity and advertising once the information or product becomes publically available.
4. The customer agrees to grant AMOS DESIGN LTD access to any confidential or commercially sensitive information required for AMOS DESIGN LTD to complete the services requested by the Customer. The Customer shall co-operate with AMOS DESIGN LTD in all matters relating to the service and provide all input material required.
5. Data supplied by AMOS DESIGN LTD shall be kept secure by the Customer.

7. Liability – THE CUSTOMERS ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

1. Due to the individual and bespoke nature of the services, AMOS DESIGN LTD offers no warranty and will not accept requests for refund on services or products supplied in relation to any quotation and subsequent invoice.
2. AMOS DESIGN LTD shall not be liable to the Customer, its subsidiaries, suppliers or subcontractors for:
 - A. Loss of profits
 - B. Loss of turnover
 - C. Late arrival of products or completion of projects
 - D. Reduction of goodwill
 - E. Loss of potential savings
 - F. Loss of other contracts
 - G. Loss arising from corruption of data or information
 - H. Any damages
3. AMOS DESIGN LTD does not guarantee completion of quoted services due to the exploratory nature of the work requested by the Customer.
4. AMOS DESIGN LTD's total liability will be limited to the price paid for the services on the invoice or quotation by the Customer.
5. The Customer agrees to take responsibility for the sign off of the design of any product, reverse engineering project or prototype in terms of function and its appropriateness for service as specified by the Customer for its markets. AMOS DESIGN LTD agrees to take all reasonable precautions and use best practise in the design and development of products or prototypes for the customer.
6. AMOS DESIGN LTD shall maintain Third Party Liability Insurance including Public Liability, Professional Liability and Product Liability to cover the pecuniary consequences of any liability that AMOS DESIGN LTD may incur for personal injury, damage to property or consequential loss caused to the customer due to a defect of the product caused by a fault in the design only. AMOS DESIGN LTD will not be liable for manufacturing faults caused by the Customer or a Third Party supplier. If required by the customer AMOS DESIGN LTD shall provide a Certificate of Insurance to the customer within 7 days of its request.
7. In the occurrence of a Reverse Engineering service being provided by AMOS DESIGN LTD to the Customer then AMOS DESIGN LTD will take no liability for the design of the product, manufacturing drawing accuracy to original samples or end product suitability or safety.
8. The Customer shall maintain Third Party Liability insurance including Public Liability, Professional Liability and Product Liability to cover the pecuniary consequences of any liability that the Customer may incur for personal

injury, damage to property or consequential loss caused to AMOS DESIGN LTD or to a third party due to a defect of the product caused by a fault in manufacturing or product design. The Customer shall maintain suitable insurance for the amount adequate to provide suitable for the risks in relation to the product development process, prototyping use and product use by the end customer.

9. The Customer shall indemnify AMOS DESIGN LTD against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agent or employees.
10. If AMOS DESIGN LTD is working on behalf of the Customer then the Customer shall maintain Public Liability insurance to cover the work and risks AMOS DESIGN LTD is exposed to when on the Customers or a supplier of the Customers premises.
11. The Customer or supplier of the Customer deemed to be the manufacturer of the product that is derived from the services that AMOS DESIGN LTD has completed, shall hold valid liability insurance for claims arising from the losses, injuries or potential death incurred from a defect in the product, material or manufacturing.
12. Due to the exploratory nature of the services the integrity, function or safety of the prototypes or processes is in no way guaranteed by AMOS DESIGN LTD to the Customer. The Customer uses the prototypes or processes provided by AMOS DESIGN LTD completely at their own risk.
13. Any items dispatched to the Customer are the responsibility of the Customer once it has left AMOS DESIGN LTD's premises. AMOS DESIGN LTD will not take responsibility for the transportation or safe delivery of any product or prototypes to the customer other than obtaining receipt of postage. The Customer may request additional insurance on items posted by AMOS DESIGN LTD and this will be at the cost to the Customer.
14. Any results derived by AMOS DESIGN LTD from research, simulations or testing will be treated as indicative and of opinion only by the Customer and cannot be treated as matter as fact. No claim against discrepancies or variation of theoretical results against real life results can be made.
15. If the AMOS DESIGN LTD's performance of its obligations under the Contract is prevented, delayed or suspended by any act or omission of the Customer, its agents, subcontractors, consultants or employees, AMOS DESIGN LTD shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

Reverse

engineering

Force Majeure

16. AMOS DESIGN LTD shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, computer or software malfunction, fire, flood, storm or default of any suppliers or subcontractors.

8. Termination of the contract

1. This contract is ongoing from the date in section 10. until further notice unless terminated in accordance with section 9.2.
2. Without prejudice either party has the right to terminate this contract if:
 - A. Either Party fails to perform all or part of its obligations under this Agreement and if such defaulting party has not remedied such failure within 30 days after receipt of written notice to that effect by registered letter with return receipt requested from the other party then the other party shall have the right to terminate forthwith this Agreement by registered letter with return receipt requested.
 - B. The Company fails to pay for the services provided under the terms outlined within Section 3.
 - C. Either Party repeatedly breaches any terms within this contract.
3. If termination of the contract occurs for any reason then:
 - A. The Customer shall immediately pay AMOS DESIGN LTD any outstanding unpaid invoices and interest amounted as outlined in Section 3. For services where no invoice has been submitted then AMOS DESIGN LTD will submit an invoice immediately for the work completed to which the Customer shall pay immediately with no credit terms granted.
 - B. The Customer shall return any property or data supplied by AMOS DESIGN LTD that has not been paid in full. If the Customer fails to return the property then AMOS DESIGN LTD has the right to enter the Customers property to remove the property or data.
 - C. The Customer shall be solely responsible for the safe keeping of property or data that is unpaid for by the Customer until it is returned to AMOS DESIGN LTD.
 - D. AMOS DESIGN LTD shall return any property of the Customers.
4. The parties agree to attempt to resolve any dispute which may arise between them as a result of a connection with or related to this agreement by diligent negotiation in good faith but should any such dispute arise in connection with the present agreement remain unresolved then it shall be finally settled under the Rules of the International Chamber of Commerce by one Arbitrator appointed in accordance with the said Rules. Arbitration language will be English.

9. Signatures

By signing below the Customer and AMOS DESIGN LTD fully understand the terms of this contract.

Signed on behalf of
AMOS DESIGN LTD

Signed on behalf of
CUSTOMER

Name: Elliot Tanner
Position: Director
Date:

Name:
Position:
Date: