

## **Terms & Conditions (08.2016)**

These Terms and Conditions (“T&C”) apply to every order or instruction received from customer employing such services , the client (“You”) whether such order is express or implied, written or oral and the contract between M-CAD Online Services SRL (“Us”) and You will be deemed to commence at such time as an order or instruction is received and agreed.

These T&C may only be varied with the written agreement of M-CAD Online Services SRL.

M-CAD Online Services SRL is under no obligation to allow Your employees to witness the services being carried out.

Please read these terms and conditions carefully and print, sign and keep a copy of for your reference.

Placing an order or instruction means that You, the client, had read, understand and agreed with M-CAD Online Services SRL T&C .

### **1. About Us**

The company M-CAD Online Services SRL and the website: [mcad-services.eu](http://mcad-services.eu) are owned and operated by:

Bogdan Mazâlu

Contact details are:

Email: [office@mcad-services.eu](mailto:office@mcad-services.eu)

Telephone: +40775128188

Constanta. Romania

### **2. Invoicing and Payment Terms**

2.1. When you make an enquiry to us we will quote for the work as accurately as possible with the information provided at that stage. Any Estimate / Quotation are valid for a period of 30 days. M-CAD Online Services SRL may withdraw it at any time, without any notice.

2.2. If on receipt of the full required information we decide that the initial quotation needs to be amended, we will let you know before undertaking any further work.

2.3. On completion of the work, we will email you the 2D/3D drawings in PDF or JPG file format with M-CAD Online Services Watermark along with the invoice.

2.4. If you are not entirely happy with the work, we will make any reasonable required changes to the drawings & re-send, without any additional cost. If we feel the changes are un-reasonable, we will advise you of any additional charges before commencing any further work. If agreed, we will send an additional invoice for the additional work along with the updated drawings.

2.5 Any changes to completed designs or part completed requested by You or any other third party outside the control of M-CAD Online Services SRL will be charged to the You, the client on a time basis at agreed rates.

2.6. Invoices should be paid in € (EURO) within 15 days of the issued date. If payment is not received within this time M-CAD Online Services SRL may refuse to undertake any further work for you or your company.

2.7. After the invoice has been paid, and we received the money, we will email the 2D drawings to you in PDF & DWG file format and for 3D drawings in STEP (.stp) file format, with Watermark removed. Also those documents will be stored in your personal account on [http://mcad-services.eu/customer\\_area](http://mcad-services.eu/customer_area) for 6 months and we will provide to you access details. If in those 6 months You, the client, create another order to Us the files will be stored another 6 months and so on.

Customer Area can be accessed through our website anywhere any time on Mobile or PC with a valid internet connection.

2.8 If You, the client, can guarantee to Us a flow of orders, You will benefit of a discounted price depending of the number of orders and period of time.

### **3. Responsibilities**

3.1. M-CAD Online Services SRL provides schematic and conceptual drawings NOT manufacturing and fabrication drawings

3.2. You, the client, take full responsibility for the accuracy of our work.

3.3. M-CAD Online Services SRL will not take responsibility for any failures of items or equipment manufactured from our drawings that may result in damage or injury.

3.4. M-CAD Online Services SRL take no responsibility for the final purpose of any equipment manufactured from our drawings.

3.5. We assume that information supplied to us is owned by the supplier and accept no responsibility for plagiarised work.

3.6. All work undertaken by M-CAD Online Services SRL will be done as quickly as possible. You, the client, will be notified at the beginning of our work about the estimated completion date. The estimated completion date may vary because of the complexity of the model and/or if the Client did not provide all the information at the initial stage. In this case You will be notified that the work will not be completed on the estimated date. We will not accept responsibilities for any penalties incurred as a result of late deliveries of items or equipment manufactured from our drawings.

### **4. Confidentiality**

4.1. Information supplied to M-CAD Online Services SRL will be used solely to produce the required drawings & will not be forwarded on to any third parties without prior written permission from the supplier.

4.2. Drawings produced by me will only be supplied to You, the client and not be sent to any third parties.

4.3. Drawings will be supplied via email and stored on Clients personal account on [http://mcad-services.eu/customer\\_area](http://mcad-services.eu/customer_area). Every effort will be made to maintain the security of all information supplied or transmitted by M-CAD Online Services SRL but data transmitted electronically is never completely secure and a guarantee of the security of data transmitted electronically cannot be given.

### **5. Copyright**

5.1 Copyrights and intellectual property rights in the designs and documents (including

material in electronic form) prepared by M-CAD Online Services SRL for the You, the client, shall remain vested in M-CAD Online Services SRL. Nevertheless You, the client are granted the license to reproduce the Designs for the purpose of completing the project for which you intended.

**6. Termination:**

6.1 M-CAD Online Services SRL can cancel or terminate this contract at any time, for any reason by giving written (including email, fax, SMS) or oral notice (including answer phone, voicemail messages), which shall be effective immediately.

6.2 You, the client, can cancel or terminate with the written consent of M-CAD Online Services SRL . In some cases, at our consideration you can remain liable for 40% the Price.

**7. Force Majeure**

7.1 Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

**8. Changes to these terms**

These terms and conditions were last changed on 10th of August 2016.

These terms and conditions constitute the entire agreement between both parties and apply to your order.

These terms and conditions may be changed at any time, so please do not assume that the same terms and conditions will apply to future orders.

BY SIGNING BELOW, YOU AGREE TO **M-CAD Online Services SRL**  
THE TERMS AND CONDITIONS DESCRIBED ABOVE

Company:

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Name:

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Signature:

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Date:

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Stamp:

