

**Document – SYMETRI UK CONSOLIDATED TERMS AND CONDITIONS**

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## **A - GENERAL TERMS**

### **1. GENERAL**

- 1.1 These general terms and conditions ("General Terms") apply to all and any services and products ("Services") provided by Symetri Limited, a company registered in England and Wales under company number 3239798, (including D2M3) ("Symetri") to you the customer ("Customer"). Each of Symetri and the Customer shall also be referred to in these General Terms as a "Party" and together as the "Parties".
- 1.2 Symetri's own Software Licence and Subscription Terms, available on Symetri's [website](#), apply and take precedence over these General Terms with respect to the use, licensing and liabilities of software constituting Symetri Technology.
- 1.3 These General Terms together with all other applicable terms and conditions contained in this consolidated pack of terms and conditions (together, the "Consolidated Terms") and together with Symetri's separate scope of work ("Scope of Work") and/or Proposal Document(s) issued by Symetri to the Customer (together, the "Statement of Work"), and any other applicable terms and conditions which reference these General Terms and are provided to the Customer via a hyperlink for their consideration ("Other Terms"), shall constitute the entire agreement between the Parties ("Agreement"). In the event of any conflict between the documents constituting the Agreement, these General Terms shall prevail unless otherwise expressly stated in these General Terms or otherwise agreed between the Parties in writing with reference to these General Terms. Any changes must be agreed in writing and these Terms will prevail over any terms and conditions of the Customer, which therewith shall be of no effect.
- 1.4 Unless otherwise expressly stated, any terms and expressions used or defined in these General Terms shall also apply to and have effect in any of the wider Consolidated Terms. Words with capitalized letters are defined throughout the Consolidated Terms or in appendix G - Definitions.
- 1.5 Symetri's services are exclusively for use by the Customer in the Customer's business and not transferable or for resale or for any private non-business use.
- 1.6 If the Parties have agreed in writing that any affiliate of the Customer shall have the right to purchase or use the Services under the Agreement, these Consolidated Terms and any other part of the Agreement shall apply in relation to such affiliate. The Customer is fully responsible for such affiliate's full compliance with the Agreement. "Affiliate" for the purposes of the Agreement means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity, and "control" means direct or indirect control of more than 50% of the voting interests of the subject entity.

### **2. FEES AND PAYMENT**

- 2.1 The Customer shall pay Symetri the fees, charges and any other amounts specified in the Statement of Work.
- 2.2 Symetri has the right to adjust any fees, charges and other amounts annually. Symetri shall inform the Customer of such changes ninety (90) days in advance.
- 2.3 In addition to clause 2.2 above, the Customer acknowledges and agrees that Symetri may at any time adjust prices to reflect changes in regulations, taxes, fees, costs or similar circumstances beyond Symetri's control. Symetri may also adjust any prices for Third-Party Services should such third-parties adjust their prices. Any such price adjustment shall take effect one month after the date on which Symetri received notification of the same from the third-party supplier.
- 2.4 Any prices are exclusive of a) VAT and other applicable taxes and duties (which shall be paid by the Customer in the manner and at the rate prescribed by law), and b) cost for delivery, carriage, insurance, travel, hotel, and subsistence costs, materials and/or external services (which may be charged to the Customer unless the Agreement provides otherwise).

- 2.5 The Customer acknowledges and agrees to Symetri providing partial invoices against any purchase issued by the Customer as and when stages of a project are completed, agreed payment dates reached or partial shipment of equipment or software are delivered.
- 2.6 Payment shall be made within thirty (30) days of the date of Symetri's invoice, ("Payment Due Date") unless otherwise agreed in writing between the Parties. Such payment must be made regardless of the Customer receiving payment from its customers on time. In case of late payment Symetri may, without prejudice to any other right or remedy available to Symetri according to the Agreement and law, charge interest on the unpaid amount and collection charges in accordance with the applicable statutory rate. Symetri shall also have the right to a) decline to provide and/or suspend any of the services to the Customer, b) cancel the Agreement with immediate effect pursuant to Section 9., c) claim compensation for any loss or damage of any kind due to such late payment and/or cancellation of the Agreement, and d) start recovery proceedings should the Customer fail to make payment on or before the Payment Due Date or respond to, or converse with Symetri to arrange payment of unpaid amounts. Persistent late payment may result in removal of Customers credit limit and require pre-payment for subsequent purchases.
- 2.7 Symetri may offer an autorenewal of the Third-Party Service or Symetri Own Technology which subscription is subject to autorenewal, to certain customers. In these cases, Symetri will automatically renew subscriptions and send the relevant invoice to the Customer. If such invoice is not paid by the Payment Due Date, or the customer notifies Symetri of cancellation, Symetri will cancel the subscription resulting in the Customer's loss of use of the Third-Party Software or Symetri own Technology in accordance with the Statement of Work.
- 2.8 Symetri are not liable for any claim arising from loss of use of software in the event of a subscription being cancelled or the Customer's failure to pay the value of the invoice by the Payment Due Date.

### **3. DELIVERY**

- 3.1 Any Services are delivered when Symetri has made such Services available to the Customer such as but not limited to through the internet or by download., or as otherwise agreed by the Parties in writing. Once the services are made available to the customer the Services are considered delivered regardless of the Customer having downloaded or used the Services.
- 3.2 Any delivery is made at the Customer's risk and expense. Symetri may make partial deliveries.
- 3.3 Symetri is not responsible for obtaining or maintaining any export license(s) that may be required for delivery.
- 3.4 If the Customer does not comply with the terms of the Agreement and does not make a correction within ten (10) days of Symetri notifying the Customer of the non-compliance, Symetri is entitled to suspend and/or cease providing the Services until a correction has been made. The Customer shall indemnify Symetri for any costs or claims arising from the Customer's use of the Services in violation of the terms of the Agreement.

### **4. CONFIDENTIALITY**

- 4.1 The content of the Agreement shall at all times be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party. (such consent shall not be unreasonably withheld)
- 4.2 All information, whether oral, written or in visual, electronic or tangible form, regarding or otherwise relating to a Party, any of its affiliate or to any of their affairs or other business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the Agreement nor be disclosed by it to any third party without the prior written consent of Symetri.

4.3 The restrictions in clauses 4.1 and 4.2 respectively shall not apply to information:

- (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with the Agreement or to otherwise enforce its rights under that Agreement;
- (b) that were at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach of the Agreement;
- (c) that were already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
- (d) that were obtained by the Receiving Party in good faith without restriction from a third party; or
- (e) that the Receiving Party is required to disclose by law or by any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place.

The Party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

4.4 The Customer may, if Symetri considers it necessary, be required to sign a mutual non-disclosure agreement ("NDA") as available from Symetri on request at any given time. In the event of any inconsistency between these General Terms and the signed NDA, the terms of such NDA shall prevail unless otherwise expressly stated or otherwise agreed between the Parties in writing with reference to these General Terms.

## 5. PERSONAL DATA

- 5.1 For certain Services, Symetri will process personal data on behalf of the Customer. Within the scope of such processing the Customer, or the Customer's customer, is the data controller and Symetri is the data processor. For this purpose, the Parties have entered into a data processing agreement (DPA). The Parties agree that when a Service is provided to the Customer for which Symetri will process personal data on behalf of the Customer, the data processing agreement shall apply. For avoidance of doubt, when processing personal data within the framework of Third-Party Services, the external supplier's applicable data processing agreement shall apply instead.
- 5.2 Symetri shall comply with the security requirements specified in Symetri's information security policy available upon request, applicable at any given time, as well as the other possible requirements that follow from the Agreement.

## 6. THIRD PARTY SERVICES

- 6.1 Symetri may from time to time, in addition to the Services, offer or provide third party software, programs or services ("**Third Party Service(s)**") to the Customer as a part of, or separately from, the Services. Symetri may act as a re-seller or as an agent to such third party. As regards to Third Party Services the Customer may have to accept the terms of use of such Third Party Service in order to use the Third Party Service.
- 6.2 The Customer acknowledges that (i) the Customer must use its own discretion when accessing, installing and using any Third Party Services; and (ii) the Customer's use of any Third Party Services will be governed by terms and conditions of an agreement between the Customer and the applicable third party (which may include fees and costs), to which Symetri is not a party. For the avoidance of doubt, in cases where Symetri acts as an agent to a third party, these GT&C's are not applicable to the Customer's use of such Third Party Services and the Customer needs to enter into an agreement directly with the provider of the Third Party Service regarding license and subscription of such Third Party Service.

- 6.3 The Customer shall always use any Third Party Services in accordance with any agreements between the Customer and the applicable third parties as well as all relevant laws and regulations, and bears sole responsibility for such compliance. The Customer shall indemnify Symetri from and against any costs or claims, arising out of the Customer's use of any Third Party Services.
- 6.4 Symetri provides or offers Third Party Services "as is" without any responsibility what so ever for the Third Party Services or the Customer's use of such Third Party Services. Symetri may at any time change or discontinue to offer Third Party Services.
- 6.5 Symetri is not responsible for any collection, transmission, disclosure, use or deletion of Customer's data by or through any Third Party Services or such third parties. Any processing of personal data by third parties in connection with Third Party Services will be subject to data processing agreements to be entered into between the Customer and such third parties.
- 6.6 Symetri does not in any way warrant the functionality, quality, reliability, security, completeness, usefulness or non-infringement of a Third Party Service. Consequently, the Customer bears all risk associated with accessing, installing and using any Third Party Services. If not otherwise agreed between Symetri and the Customer, any support and maintenance of Third Party Service is to be provided by the applicable third parties, only, in accordance with the agreement between the Customer and such third party. Failure of applicable third parties to provide support, maintenance or other services shall not entitle the Customer to any refunds or other compensation by Symetri.
- 6.7 Any additional services provided by Symetri to the Customer in relation to Third Party Services, including but not limited to integrations or similar consulting services shall be governed by Symetri's Terms and Conditions for Consulting Services.

## **7. INTELLECTUAL PROPERTY**

- 7.1 Symetri and/or its licensors hold all ownership and intellectual property rights to the Services, all systems, software, source code, data (excluding Customer Data), documentation, tools, utilities, methodologies, specifications, techniques and other materials, know how, and hardware (i) provided by Symetri or its licensors under this Agreement, or (ii) developed by Symetri in connection to any of the Services, regardless of such development being specifically performed on behalf of the Customer.
- 7.2 If Symetri provides the Customer with any Symetri generated training documents in relation to a project, and if agreed in writing Symetri grants the Customer a non-exclusive, non-transferable royalty-free license to reproduce and distribute the documents within the Customer's organisation for its own internal use only, provided that all such copies carry Symetri's copyright notice.
- 7.3 If a third party makes an intellectual property claim against the Customer based on the Customer's use of the Services or any systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know how, and hardware provided by Symetri or its licensors under this Agreement, the Customer shall immediately notify Symetri in writing of the claim and relevant circumstances. Thereafter the Customer shall offer Symetri at Symetri's sole discretion and expense, to control the defence of the claim and decide on conciliation in the Customer's name, and act in accordance with Symetri's instructions, assist and cooperate with Symetri to the extent reasonably requested by Symetri, including issuing any and all documents (such as powers of attorney) needed without cost for Symetri.
- 7.4 If a competent court finally determines that the Customer's use of the Services in accordance with the Agreement constitutes an intellectual property infringement, Symetri shall compensate the Customer, subject to Section 7, for direct costs and damages that the Customer is found liable to pay, provided that the Customer has adhered to its obligations under Section 6.3 and have not at its own sole discretion chosen to control the defence of the claim in accordance with item (ii) in Section 6.3. For the avoidance of doubt, under no circumstances shall Symetri be liable for compensating the Customer in accordance with this Section 6.4 if the Customer decides to control the defence of a claim arisen in accordance with Section 6.4. Symetri may further, at its own discretion ensure the Customer's right to continued use of the Services or corresponding non-infringing service, or cancel the Services and repay the Customer

any fees paid for the remaining term of the Agreement, without interest and with deduction of any reasonable benefit the Customer has had from the Services.

- 7.5 Symetri's liability for intellectual property infringements regarding Third Party-Services is limited to an obligation to immediately report the infringement to the relevant supplier of the Third-Party Service. Symetri is under no circumstances liable for damages caused by Third Party Services.
- 7.6 If a third party makes an intellectual property claim, including claims attributable to Customer Data, against Symetri based on the Customer's use of the Services, the Customer shall act in order for such claim being transferred to the Customer or, if such transfer is not possible, defend Symetri at the Customer's own expense, against any such claim. Symetri shall immediately notify the Customer of an intellectual property claim under this Section 6.6 including the relevant circumstances in connection thereto. The Customer shall indemnify and hold Symetri harmless against any costs or damages that Symetri may become liable to pay in relation to such infringement claim.
- 7.7 This Section 6 constitutes Symetri's entire obligation towards the Customer with respect to any infringement in a third party's intellectual property rights.

## **8. LIMITATION OF LIABILITY**

- 8.1 Symetri shall in no event be liable for any cost, damage or loss of any kinds caused by or related to (i) any indirect, incidental, special, consequential, punitive or tort damages, (ii) for any loss of use or data or information, (iii) any third parties, including any Third-Party Services, (iv) modifications or changes to the Services made by anyone other than Symetri or made according to the Customer's or its suppliers' instructions, or (v) the Customer's loss of customers, business, profit, revenue, savings, or goodwill, loss due to operational, power or network interruptions, the Customer's potential liability towards a third party or other indirect or consequential damage of any kind (whether direct, indirect or consequential), no matter what theory of liability, even if the Customer has been advised of the possibility of such damages. In addition, in no event shall Symetri's total and aggregated liability for all damages, losses and causes of action exceed an amount equivalent to the lowest of a) the amount paid or payable by the Customer to Symetri for the type of Service causing the damage, loss or cause of action during one (1) year preceding the time of the event causing such damage, loss or cause of action, and b) EUR 100,000.
- 8.2 Save as otherwise set out in the Agreement, any claim for compensation of any kind towards Symetri shall be notified by the Customer to Symetri without undue delay and at the latest before the expiration of three (3) calendar months after the relevant Service was delivered by or from Symetri.
- 8.3 Neither the Services nor the Results and proceeds therefrom are a substitute for sound engineering judgment or the Customer's professional judgment or independent testing, design analysis, simulation, estimation, testing, and other activities including those with respect to product/design stress, safety, application, and utility. Symetri shall not be liable in any manner for the outcome of the use by the Customer of the Services and the Results and proceeds therefrom, including any deliverables. Symetri shall have no responsibility for the manufacture of any products or for any decisions regarding whether, and to what extent, the Services and any Results, are fit for manufacturing purposes and/or should be used in the manufacture of any products. Symetri shall not be liable in any manner for the outcome of the use by the Customer of the Services and Results.
- 8.4 The limitation of liability set out in this clause 7 does not apply in cases of wilful misconduct or gross negligence.
- 8.5 Except for what is expressly set out in the Agreement, the Services are provided on an "as is" basis and Symetri makes no warranties or representations, whether express or implied, in relation to the Services or any other delivery under this Agreement, including to the completeness, accuracy, reliability, satisfactory quality and/or fitness for a particular purpose of the Services.
- 8.6 The Customer is responsible for managing their cybersecurity risk under their own policies and procedures at all times and must take reasonable steps which are in accordance with best industry practice, to prevent cybersecurity incidents from affecting the facilities. Symetri shall not be held liable for any cybersecurity risk, except when caused by Symetri's negligence.



## **9. FORCE MAJEURE**

If, and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, acts of authorities, strikes or other difficulties on the labour markets, general shortage of supplies, fire, loss of electricity, communications or data, pandemic as well as mobilization or military conscription of larger scale, that it could not reasonably be expected to have taken into account at the time the Agreement was entered into or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations.

## **10. TERM AND TERMINATION**

- 10.1 Unless otherwise provided in the Agreement, the term of the Agreement apply according to the time period and with the notice period set out in the Agreement, e.g. in a statement of Work or Symetri's specific terms and conditions, as applicable for different Services.
- 10.2 Symetri may terminate the Agreement with immediate effect if the Customer fails to comply with any terms of the Agreement., including these General Terms.
- 10.3 If the Agreement is terminated, any rights granted to the Customer pursuant to the Agreement shall automatically cease and the Customer shall immediately cease its use of the Services and both Parties shall return or delete confidential information or documentation received from the other Party.
- 10.4 Without prejudice to any remedy a Party may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect:
  - (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; or
  - (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.
- 10.5 Notice of termination shall be in writing and given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.
- 10.6 The provisions contained in the Agreement that are express or by their sense and context are intended to survive the termination of the Agreement, shall so survive, including but not limited to clauses 4 (Confidentiality), 7 (Intellectual Property), 8 (Limitation of Liability) and 14 (Disputes and Governing law) in these General Terms.

## **11. STAFF**

- 11.1 Staff of Symetri and the Customer shall comply with such rules and regulations as are notified to them for the conduct of staff when present on the premises of the other Party.
- 11.2 The Customer will not, without the prior written consent of Symetri, approach or contact, with the intention of employing, engaging or retaining, any employee of Symetri engaged on or connected with the services or products to be provided under the Agreement. This restriction will apply during the term of, and for one (1) year following the expiry or termination of, the Agreement.

## **12. MISCELLANEOUS**

- 12.1 Symetri's waiver of any of its rights or remedies under the Agreement must be in writing and duly executed by Symetri. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.
- 12.2 The Customer may not assign any of its rights or obligations under the Agreement without Symetri's prior written consent. Symetri may assign any of its rights or obligations under the Agreement without the Customer's prior consent, including Symetri's right to receive payment under this Agreement.
- 12.3 Symetri is entitled to sub-contract a third party to perform any of its obligations under the Agreement without the
- 12.4 Customer's consent. Symetri is responsible for any, by Symetri, contracted subcontractor's performance as for Symetri's own work, as had Symetri itself acted or omitted to act.
- 12.5 Changes and additions to the Agreement, including to this Section 12.4, must be in writing and duly executed by the Parties. Notwithstanding the foregoing, Symetri may make amendments to these GT&C's or any other terms under the Agreement with effect three (3) months after a new version of these GT&C's, or any other applicable terms, has been published on Symetri's website or otherwise communicated to the Customer.
- 12.6 The Agreement contains the entire Agreement between the Parties with respect of the subject matter thereof, and supersedes all prior or contemporaneous Agreements or understandings, whether oral or written.
- 12.7 The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither Party shall represent itself as an agent, legal representative, or partner of the other and shall not assume or purport to create any obligation on behalf of the other.
- 12.8 Any provision in this Agreement which is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
- 12.9 All correspondence and notifications pursuant to the Agreement shall be in writing to the registered office of Symetri in the U.K. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 12.10 Symetri may at any time, without notice to the Customer, set off any liability of the Customer to Symetri against any liability of Symetri to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, Symetri may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 12.11 All Symetri Proposals are only valid for Thirty (30) days from date of issue and are issued with errors and omissions excepted.

### **13. WARRANTY AND DISCLAIMER**

- 13.1 Symetri warrants that the Symetri personnel, including consultants, and any subcontractor(s) will be competent and qualified to perform the any Symetri provided services. In the event of any breach of such warranty or any other obligations Symetri has in this aspect, the Customer's exclusive remedy and Symetri's sole liability is limited to Symetri's reasonable efforts to replace the relevant Symetri personnel with a qualified resource.
- 13.2 Symetri makes no other warranties or conditions and explicitly disclaims all other warranties and conditions whether express or implied by law, usage of trade, course of dealing or otherwise, including without limitation the implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

### **14. DISPUTES AND GOVERNING LAW**

- 14.1 Any dispute, controversy or claim arising out of, or in connection with the Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance English Law. The language to be used in the arbitration proceeding shall be English (unless otherwise agreed by the disputing parties).
- 14.2 All arbitral proceeding conducted pursuant to clause 14.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than those proceedings or the enforcement of any such decision or award, nor be disclosed to any third party without the prior written consent of the Party to which the information relates.
- 14.3 Notwithstanding the foregoing, Symetri may take any legal action necessary at any competent court in the Customer's country of residence for collection of delayed payments. The Parties do hereby accept that the jurisdiction of such court shall apply for such purpose.
- 14.4 The Agreement, including this clause 14.4, shall be governed by and construed in accordance with English law.

## **B - TRAINING TERMS**

### **1. APPLICATION**

- 1.1 These training terms and conditions ("Training Terms"), together with the General Terms and where applicable, the other Consolidated Terms, shall apply to the provision of training by Symetri to the Customer. Any indemnifications and warranties in these Training Terms are subject to any limitation of liability in the General Terms.

### **2. BASIS**

- 2.1 Training refers to the training to be supplied to the Customer as described in the Contract for Services (as defined below) or as part of the Online Booking Process (as defined below), which is provided at either; (a) one of Symetri's registered training centres ("Symetri Training Office"), (b) the Customer's premises for the Customer's Delegates, (c) via an online training application or (d) a venue that is suitable for providing training as determined by Symetri, for example, a hotel or conference centre ("Training").

- 2.2 These Training Terms shall come into effect when either:

(a) Customer completes the booking process online, available through the Symetri website ("Online Booking Process") - <https://www.symetri.co.uk/training/training-courses>; or

(b) Customer issues a purchase order for training to Symetri

For the avoidance of doubt, these Training Terms shall be deemed incorporated into the Contract for Services.

- 2.3 Save for terms pertaining to the relevant Training in the Online Booking Process or the Contract for Services, any descriptive matter or advertising issued by Symetri, and any descriptions contained in Symetri's collateral, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them shall not form part of these Training Terms nor have any contractual force.
- 2.4 These Training Terms apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Unless otherwise agreed or outlined in the Contract for Services, any training ordered, not used and paid for will expire twelve (12) months from the date of order.
- 2.6 Any Contract for Services is only valid for acceptance for a period of thirty (30) calendar days from its date of issue.

### **3. SUPPLY**

- 3.1 Symetri shall use reasonable endeavours to supply the Training to the Customer in accordance with these Training Terms in all material respects but reserves the right to change the course content of any Training at any time and without notice.
- 3.2 Symetri shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration. Where Symetri are supplying any type of training hardware to the Customer for onsite training as part of the Agreement, Symetri will not be held responsible for any delays in delivery of the training hardware which fall outside of Symetri's control. If there is such a delay, training dates will be re-arranged subject to Symetri and the Customer's availability, to be discussed between the Parties but always subject to Symetri's sole discretion.

- 3.3 Symetri reserves the right to, in addition to what is said in the General Terms, amend the Training Terms if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and Symetri shall notify the Customer in any such event.
- 3.4 Notwithstanding the above sub-clauses, Symetri reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any individual or representative scheduled by the Customer to attend the Training ("Delegate(s)"). In such circumstances, Symetri will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

#### **4. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) co-operate with Symetri in all matters relating to the Training;
- (b) provide Symetri, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by Symetri in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and
- (c) where Training is being delivered at the Customers premises, provide Symetri with (i) access (including notification of any required inductions, Health and safety considerations) , training space and any equipment necessary for the delivery of the Training; and (ii) such facilities as are reasonably notified to the Customer in advance.

#### **5. CHARGES AND PAYMENT**

- 5.1 Unless otherwise stated in the Contract for Services, the charges payable by the Customer for the Training ("Training Charges") shall be calculated on a per training course per Delegate basis.
- 5.2 Unless otherwise stated the Customer shall pay any invoice submitted by Symetri within thirty (30) calendar days of the date of the invoice, and in any event seven (7) days prior to the Training taking place, to a bank account provided on the invoice by Symetri, or in the case of online bookings, shall make payment as required by the Online Booking Process. The Customer will not be eligible to attend a course unless full payment is received in accordance with this clause 5.2.
- 5.3 Failure by the Customer to pay any Training Charges when they fall due may (at Symetri's discretion) result in:
- (a) the Delegates' place on the Training being withdrawn;
  - (b) Symetri ceasing to provide the Training; and/or
  - (c) Symetri withholding any certification due to the Delegates from the Training.
- 5.4 All sums payable to Symetri under this agreement are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. CANCELLATION**

- 6.1 The Customer may cancel any Training on thirty (30) calendar days' notice to Symetri. Cancellations must be provided in writing to the Symetri representative at [training@symetri.co.uk](mailto:training@symetri.co.uk). Training cancelled between 30 and 15 days of commencement may result in a 50% charge. Any cancellation within 15 days of the start of training may result in a 100% charge.
- 6.2 If a Customer is unable to attend, they may reassign their place to an alternative attendee to attend in their place subject to providing details to Symetri and receiving approval by Symetri for the switch of attendee via email. Training delegates may be substituted without charge seven (7) days prior to the commencement of training.
- 6.3 Training may only be cancelled by the Customer in accordance with this clause 6. If a Customer or Delegate fails to attend all or part of any Training, full payment of the Training Charges shall be required.
- 6.4 If a refund is approved by Symetri, it will be made through the original mode of payment only.
- 6.5 Symetri can cancel any course if Symetri determines, in its absolute discretion, that there are too few participants. Symetri is not liable to pay compensation, including in respect of airline or train tickets, hotel bookings or similar expenditure, in the event that a course is cancelled.
- 6.6 Any costs incurred by Symetri in provision of the course (if it is withdrawn through non-payment or customer cancels) may be charged to the customer.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 What is said regarding intellectual property rights in the General Terms shall apply also regarding all intellectual property rights in or arising out of or in connection with the Training, including any associated training materials, which shall be owned by Symetri, however, no reproductions, scans or copies (wholly or in part) shall be made of the any materials or documents provided by Symetri as part of the Training without the prior written consent of Symetri.
- 7.2 Unless otherwise agreed as part of the Training scope – any recordings either made by Symetri or the Customer shall remain the property of Symetri and may not be shared or distributed.

## **C - SUPPORT TERMS**

### **1. APPLICATION**

- 1.1 These terms and conditions for support ("Support Terms") together with the General Terms and where applicable, the other Consolidated Terms, shall apply to all support services performed by Symetri for the Customer ("Support Services"). Any indemnifications and warranties in these Support Terms are subject to any limitation of liability in the General Terms.

### **2. GENERAL**

- 2.1 The Support Services shall cover the licensed program(s) specified in the Statement of Work ("Supported Programs").
- 2.2 Symetri shall provide support availability and Support Services to the Customer as specified in these Support Terms, according to the purchased service level and Statement of Work. Symetri shall perform the Support Services during the term of the Support Terms, as specified in Section 8 of these Support Terms.
- 2.3 Symetri will provide suitably qualified and competent personnel to carry out Symetri's obligations under these Support Terms.
- 2.4 Symetri shall execute the Support Services in a professional manner.

### **3. SUPPORT SERVICES**

- 3.1 Symetri offers different support levels by reference to included features and agreed response time. Symetri shall provide the level of support availability and response time as specified in the Statement of Work.
- 3.2 Symetri shall, subject to the Customer's timely payment of all fees due to Symetri under the Agreement, provide the Customer with access to qualified and competent personnel who will carry out support for the Customer in accordance with the agreed support level provided in the Statement of Work.
- 3.3 Unless otherwise agreed and specified in the Agreement, the Symetri support service desk is operated within office hours local time on regular business days in the UK. No service is available on weekends, bank holidays or national holidays unless specifically provided for in the agreed support level provided in the Statement of Work.
- 3.4 Symetri's support is available for the Customer's registered users of the Supported Programs and all communication
- 3.5 and service requests from the Customer shall be handled by such registered users.
- 3.6 When making a support request, the Customer shall identify itself and correctly describe the support matter at issue. Symetri may, in its sole discretion, reject a support request if the request is not supported in the relevant purchased support package.
- 3.7 Symetri shall provide the Customer with support regarding the Supported Program's activation, functionality and troubleshooting. For any work performed that is not included in the agreed support level, including onsite support, training and installations, the Customer shall, unless otherwise agreed in the Agreement, pay for such additional work as a separate additional project. Unless otherwise agreed between the Parties in writing, such work shall be paid for on a time and materials basis as agreed between the Parties at the time of execution of the work applicable and the Consultancy Terms shall apply.
- 3.8 The Customer's registered users may contact Symetri in the ways that are included in the support level that the
- 3.9 Customer has chosen, as set out in the Statement of Work.
- 3.10 The response time starts to count down when Symetri has received and logged a support request from the Customer's

- 3.11 registered user. Symetri will respond in accordance with the service level purchased by the Customer.
- 3.12 Symetri will use its best efforts to respond to support requests within the agreed response time according to the service level purchased by the Customer. Any compensation to the Customer if Symetri would fail to fulfil its obligation to respond to the Customer within the agreed response time shall be paid in the form of a price reduction at the next renewal of the Agreement. The Customer shall claim such compensation no later than two (2) months from the day when Symetri's failure occurred.
- 3.13 The remedy set forth above shall be the Customer's sole and exclusive remedy in case of any breach of Symetri's
- 3.14 performance and liability in regard of support obligations.
- 3.15 Support is given in the local language of the applicable Symetri company.

#### **4. SUPPORT SERVICES – EXCEPTIONS**

- 4.1 Symetri shall only provide support on the most current version of the Supported Programs and the five versions immediately preceding the most current version.
- 4.2 Symetri's obligations with regards to support under the Agreement exclude:
  - (a) error(s) caused by the Customer's use of the Supported Programs together with equipment, accessories or software other than those specified in the relevant documentation from the licensor of the Supported Programs ("Licensor");
  - (b) error(s) caused by the Customer's changes or interference with the Supported Programs or the use of the Supported Programs in a way that deviates from the Licensor's instructions for use;
  - (c) error(s) caused by the Customer's use of the Supported Programs by for example making the Supported Programs available to un-authorised users;
  - (d) error(s) caused by a third party or by circumstances beyond Symetri's control such as faulty equipment or software which is not one of the Supported Programs;
  - (e) error(s) due to the Customer not providing correct information, or conditions or error(s) caused by the Customer, or any circumstance for which the Customer is responsible;
  - (f) error(s) caused by external attacks such as virus, ransomware or similar occurrences;
  - (g) error(s) caused by the Customer's use of the Supported Programs outside their intended use or other than as prescribed for in the license agreement for the Supported Programs;
  - (h) error(s) caused by the Customer or Customers IT provider upgrading software (supported programs and associated operating systems/driver etc.) without referring to Symetri in the first instance;
  - (i) error(s) caused by the Customer's use of the non-Supported Programs, templates, firmware; or
  - (j) error(s) caused by use outside of their intended use or other than as prescribed for in the license agreement for the Supported Programs.



- 4.3 Symetri shall not be held liable for any system performance decrease due to changes in the Customer's hardware or software environment or server configurations not accepted by Symetri or any other defects that are wholly or partly caused by the Customer, the Customer's third party IT provider or its personnel.
- 4.4 Symetri shall not be held liable for any non-compliance by the Customer in relation to any end user license agreement or breach of intellectual property with a third party.
- 4.5 Symetri's support obligations do not include installation or advanced installation problems, application or solution development or configuration, training, design assistance and education, however, these additional services can be ordered by entering into a separate agreement, and will be provided according to Symetri's pricelist applicable at any given time and the General and other applicable Terms.
- 4.6 The Customer has the sole responsibility for backup copying of the Supported Programs and other computer systems or data that may be affected by the support.
- 4.7 Unless otherwise agreed between the Parties in writing, the Customer is not entitled to order support on behalf of companies within the Customer group of companies.

## **5. BASIC TRAINING**

The Customer shall ensure that its employees, representatives and other persons that are registered as users of the Supported Programs have knowledge equivalent to the basic training required in respect of the Supported Programs. Symetri reserves the right to decline or postpone providing the relevant Support Services if, in Symetri's sole discretion, the Customer or its Delegates, or other persons do not possess the basic level or equivalent training required for the specific support services.

## **6. REMOTE SUPPORT**

- 6.1 To enable Symetri to perform its obligations under the Agreement, where the Parties have entered into a specific agreement regarding remote access or the Customer has chosen a service level which includes support by remote access, the Customer shall by data communication provide Symetri access to the equipment where the Supported Programs are installed. Remote access shall be enabled in accordance with Symetri's instructions. When performing such work Symetri shall comply with any reasonable and proportionate security instructions or guidelines provided by the Customer to Symetri.
- 6.2 Symetri may need to install certain software to allow remote access subject to the Customer signing relevant consent document. If no consent to allow remote access is given, Symetri will not be able to provide remote support in certain circumstances.

## **7. MODIFICATIONS**

- 7.1 If the Customer wishes to modify the nature or scope of the Support Services the Customer shall submit such request to Symetri in writing.
- 7.2 Symetri shall, within a reasonable period after receiving the request for modification, provide written notification to the Customer as to whether or not the modification has been accepted, and if so, what conditions in respect of price, quality impact and other factors will be applicable to the modification.
- 7.3 If such modification is accepted by Symetri, the Parties shall conclude a written agreement concerning modifications with agreed financial changes and other conditions resulting from the modifications.

## **8. TERM AND TERMINATION**

- 8.1 The Support period shall be effective for an initial term of one (1) year, unless otherwise agreed between the Parties in writing. The Support may be terminated by either Party giving the other Party at least one (1) month's written notice.

## **D - CONSULTANCY TERMS**

### **1. APPLICATION**

- 1.1 These terms and conditions for consulting services ("Consultancy Terms") together with the General Terms and where applicable, the other Consolidated Terms, shall apply to all consulting services carried out by Symetri for the Customer ("Consultancy Services"). Any indemnifications and warranties in these Consultancy Terms are subject to any limitation of liability in the General Terms.

### **2. CONSULTANCY SERVICES**

- 2.1 Symetri shall perform the Consultancy Services in a professional manner and in accordance with the Statement of Work.
- 2.2 Consultancy Services are performed during U.K. office hours on a regular business day (8 hours including 1 hour for lunch). For any Consultancy Services which are performed outside office hours, Symetri is entitled to compensation for overtime in line with either Symetri's pricelist applicable at any given time or as set out in the Proposal Document or as agreed in writing between the Parties.
- 2.3 Symetri may engage subcontractors or consultants for the performance of the agreed consulting services, provided that Symetri shall be responsible for such subcontractors' or consultants' work.
- 2.4 Unless otherwise agreed or outlined in the Statement of Work, any consultancy days ordered and paid for will expire twelve (12) months from the date of order.

### **3. LIABILITY**

- 3.1 In relation to Consultancy Services, Symetri shall only be liable for faults caused by Symetri's negligence. In order to be valid, claims for faults shall be made within one (1) month after the circumstance giving rise to the claim became or should have become known to the Customer. Such claims may, under no circumstances, be made later than three (3) months from the date of delivery of the Consultancy Services to which the claim relates. If the Customer has made a valid claim for faults Symetri shall, without undue delay and by mutual agreement between the Parties, either correct the fault or give the Customer a reasonable price reduction.
- 3.2 The Customer shall be responsible for thoroughly testing and validating any results from Consultancy Services prior to use. Symetri shall not be held liable for any loss or damage resulting from the Customer's failure to perform such checks and/or tests.
- 3.3 Symetri shall not be held liable for any system performance decrease due to changes in the Customer's hardware or software environment or server configurations not accepted by Symetri or any other defects that are wholly or partly caused by the Customer, the Customer's third party IT provider or its personnel.
- 3.4 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in clause 3.1.

### **4. FEES, EXPENSES, TRAVEL COSTS AND OVERTIME**

Unless otherwise agreed between the Parties in writing, Consultancy Services performed by Symetri to the Customer under the Agreement shall be paid for on a time and materials basis in accordance with the Statement of Work. In addition, any compensation for Symetri's expenses, travel costs or overtime fees will apply.

## **5. APPROVAL OF DELIVERY**

- 5.1 Following completion of the Consultancy Services as set out in the Scope of Work ("Results"), there will be an acceptance period of seven (7) working days, or any other period of time the Parties have agreed in writing prior to the date of completion ("Acceptance Inspection Period"). The Customer shall, by written notice to Symetri, verify that the Results are complete before termination of the Acceptance Inspection Period.
- 5.2 If there is any additional work to be complete by Symetri after receiving the Results, this will be at a further charge unless otherwise agreed in writing by Symetri to the Customer, or unless the fault in Results was caused by Symetri's negligence.
- 5.3 If there are no legitimate complaints being notified by the Customer to Symetri in writing, or if the Customer, following the termination of the Acceptance Inspection Period, uses the Results of the Consultancy Services, this will be deemed as verification that the Results have been complete and accepted by the Customer.

## **6. DELAY IN DELIVERY**

- 6.1 Symetri endeavours to meet any deliverables or timetables specified in the Statement of Work, but any such dates shall be estimates unless explicitly agreed between the Parties.
- 6.2 Where Symetri has delayed in the provision of the Consultancy Services as a result of any actions or omissions of the Customer, or due to circumstances beyond Symetri's reasonable control, including delays caused by third parties, then Symetri shall be entitled to a reasonable extension of time for the provisions of such services.
- 6.3 Where liquated damages have been agreed in writing by the Parties, such liquated damages shall be the sole remedy available to the Customer in the event of delay by Symetri.

## **7. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) give Symetri access to all premises, equipment, systems, etc. required to enable Symetri to perform the Consultancy Services;
- (b) provide Symetri with correct and required information reasonably required for Symetri's performance of the

## **8. CONSULTANCY SERVICES;**

- (a) upon Symetri's request, provide Symetri with access to its hardware and software via a remote-controlled data transmission;
- (b) upon Symetri's request, provide Symetri with a primary contact person. The primary contact person shall be authorised to represent the Customer in its dealings with Symetri with regards to the Consultancy Services. The primary contact person shall also endeavour to achieve efficient co-operation between the Customer and a member of Symetri's technical team skilled in the development and delivery of client projects ("Symetri Consultants"); and
- (c) in any other way(s) assist Symetri in fulfilling its obligations pursuant to the Agreement, including but not limited to, the placement of staff, the provisions of working space, making software and hardware at Symetri's disposal, as well as by co-operating with Symetri.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Each Party shall retain the complete ownership of all Intellectual Property Rights which exist at the signing of the Agreement or which have been created outside the Agreement.
- 9.2 Symetri shall be the exclusive owner of any and all Results, including any thereby associated knowhow and intellectual property rights, including software and source code, created by Symetri in the course of performing the Consultancy Services including, but not limited to, any development or improvements specifically performed on behalf of the Customer (the “**Results**”). Subject to the Customer’s timely payment of fees and any other remuneration in accordance with the Agreement, Symetri hereby grants to the Customer a non-exclusive, perpetual and non-transferable license to use the Results for the intended purpose, for the Customer’s internal use only.

## 10. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to the limitation of liability in the General Terms, Symetri undertakes to defend and indemnify the Customer from all damages, costs and expenses payable by the Customer and which are incurred as a result of any claim, suit or proceeding brought against the Customer based on the allegation that the use of the Results constitutes an infringement of any intellectual property rights caused by Symetri; provided that Symetri has been notified without undue delay in writing of such claim, suit or proceeding and given authority, reasonable information, and assistance (to a reasonable extent by the Customer and at Symetri’s expense) to settle the claim or control the defence of any suit or proceeding. In the event and to the extent Symetri does not initiate and proceed with a defence in a professional manner, the Customer may take all necessary steps to defend and settle the claim, in which case the Customer will inform Symetri in writing of any such legal action taken. Before the Customer takes any such action it shall inform Symetri in writing and ensure Symetri is given time to initiate a defence. For the avoidance of doubt, Symetri will not be liable for any infringement of intellectual property rights caused by the Customer, as set out in clause 9.3 and in such case, clause 9.6 shall instead apply.
- 10.2 If the Results become, or in Symetri’s opinion the Results are likely to become, the subject of any such claim as referred to in clause 10.1, Symetri shall, at its option and expense, either:
- (a) procure for the Customer the right to continue to use the Results in accordance with the Agreement;
  - (b) replace the allegedly infringing parts of the Results with non-infringing equivalents;
  - (c) modify the Results so that they become non-infringing without detracting from function or performance; or
  - (d) if in Symetri’s opinion none of the possibilities set out above are commercially feasible, terminate the Agreement and take back the infringing programs and reimburse the license fee to the Customer, with a deduction of a reasonable sum in respect of the Customer’s use of the Results up to the date of termination.
- 10.3 The obligations set forth in clauses 10.1 and 10.2 shall not apply if the related claim is caused by, or results from (or similar):
- (a) the Customer’s combination or use of the Results with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Results;
  - (b) modification of the Results according to Customer’s specification or by anyone other than Symetri, if the third party claim would have been avoided by use of the unmodified Results;

- (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
  - (d) the Customer uses or has used the Results in a manner not in accordance with the Agreement or Symetri's written instructions.
- 10.4 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in clause 9.1.
- 10.5 The Customer is responsible for ensuring that use of any material provided by the Customer to Symetri does not constitute unlawful infringement of any third party's intellectual property rights or other rights.
- 10.6 The Customer shall indemnify and hold harmless Symetri from and against any and all damages, costs and expenses incurred as a result of any claim, suit or proceeding brought against Symetri based on the allegation that the Customer's use of the Results constitutes an infringement of any third party rights and such claim results from:
  - (a) the Customer's combination or use of the Results with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Results;
  - (b) modification of the Results according to the Customer's specification or by anyone other than Symetri if the third party claim would have been avoided by use of the unmodified Results;
  - (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
  - (d) the Customer uses or has used the Results in a manner not in accordance with the Agreement or Symetri's written instructions.

## **11. SECURITY**

- 11.1 The Customer has the sole responsibility for backup copying of programs and other computer systems or data that may be affected by the Consultancy Services.

The Customer has the sole responsibility for its cyber security.

## **12. CANCELLATION**

- 12.1 If the Customer cancels the Consultancy Services five (5) working days or less before the provision of the Consultancy Services has begun, the Customer will be charged with sixty (60) percent of the expected or payable price, whichever is higher, for the Consultancy Services. If the Parties have not agreed to a fixed fee, the amount of the expected price shall be determined at Symetri's sole discretion.
- 12.2 If the Customer cancels Consulting Services during an ongoing project but before the start of the performance of the relevant Consulting Services, Symetri is, in addition to what is set out in Clause 12.1 above, entitled to remuneration for its incurred costs relating to the project and the loss of reasonable profits on the part of the Consulting Services which will not be performed due to the cancellation.

## **E - COMPUTER AIDED MANUFACTURING (CAM) SERVICES TERMS**

### **1. APPLICATION**

- 1.1 These specific terms and conditions for Symetri's CAM services ("CAM Services Terms") together with the General Terms and where applicable, the other Consolidated Terms, shall apply to all CAM services carried out by Symetri for the Customer, including training, support and/or technical consulting services as defined in the Statement of Work ("CAM Services").

### **2. CAM SERVICES**

- 2.1 Any CAM Services purchased must be used by the Customer within twelve (12) months of the order effective date. CAM services not utilised within such period shall expire without the right to a refund unless agreed otherwise in writing with Symetri.
- 2.2 Training services and/or delivery for a post processor must be scheduled at least three (3) months prior to the end of the twelve (12) month term.
- 2.3 For any Customer training or support required in relation to Symetri CAM Services, the relevant terms of these Consolidated Terms shall also apply and form part of the Agreement.

### **3. TESTING**

- 3.1 The Customer must carry out testing of any Symetri developed solution including post processors, code or programming to automate a process or any other developed solution and relay the results back to Symetri within ten (10) business days of Symetri providing the developed solution to the Customer, unless otherwise agreed in writing and described in the Statement of Work. Symetri recommend testing in a 'dry run scenario'.
- 3.2 If the Customer does not provide Symetri with the CAM Results (as defined below) or feedback of the testing within ten (10) working days, this will be treated as an acceptance of the CAM Results by the Customer.
- 3.3 Any further work agreed upon to either remedy an issue or identify a new development that is outside of the original Statement of Work may be chargeable. This shall be at Symetri's sole discretion and according to Symetri's pricelist as applicable at any given time.
- 3.4 All testing is the Customer's responsibility and Symetri accept no liability against possible damage/loss to machine tools, tooling, tool holding, fixturing or materials, other than if caused by Symetri's negligence.

### **4. CUSTOMER SPECIFICATIONS**

- 4.1 Neither the CAM Services nor the CAM Results and proceeds therefrom are a substitute for sound engineering judgment or the Customer's professional judgment or independent testing, design analysis, simulation, estimation, testing, and other activities including those with respect to product stress, safety, application, and utility. Symetri shall not be liable in any manner for the outcome of the use by the Customer of the CAM Services and the results and proceeds therefrom, including any deliverables ("CAM Results").

Symetri shall have no responsibility for the manufacture of any products or for any decisions regarding whether, and to what extent, the CAM Services and any CAM Results, are fit for manufacturing purposes and/or should be used in the manufacture of any products. Symetri shall not be liable in any manner for the outcome of the use by the Customer of the CAM Services and CAM Results.

- 4.2 Symetri shall have no responsibility for, or for establishing the adequacy of independent procedures for, the testing of, and for, the safety, reliability, accuracy, completeness, compliance with all applicable laws and other characteristics of

any and all deliverables and any other product(s) which incorporate(s) or use(s) any deliverables or the CAM Services and/or the CAM Results.

- 4.3 The Customer is solely responsible for testing all of the CAM Results and proceeds of the CAM Services including, but not limited to, to ensure product safety; compliance with any and all standards, regulatory, statutory and/or legislative requirements which apply to Customer's industry and/or the industry in which the CAM Services and the CAM Results and proceeds therefrom are intended to be used by the Customer.
- 4.4 The Customer is solely responsible for testing all of the CAM Results and proceeds of the CAM Services including, but not limited to, to ensure product safety; compliance with any and all standards, regulatory, statutory and/or legislative requirements which apply to the Customer's industry and/or the industry in which the CAM Services and the results and proceeds therefrom are intended to be used by Customer. Customer further acknowledges and agrees that the CAM Services and CAM Results provided by Symetri may not achieve the results the Customer desires.
- 4.5 The Customer is solely responsible for all specifications provided by it and for satisfying itself that any deliverables referenced in the Statement of Work are acceptable and meet its specifications. Unless set out otherwise in the Statement of Work, failure to reject a deliverable within ten (10) business days by the Customer shall be deemed to constitute the Customer's confirmation that the CAM Results and the CAM Services meet the Customer's specifications.

## **5. POST PROCESSORS**

- 5.1 Included in the supply of a standard 3 or 5 axis post processor for a standard 3 or 5 axis machine, Symetri will offer configuration as well as tool change syntax and coolant on/off ("Syntax Edits") within first testing period of ten (10) business day unless otherwise agreed in the Statement of Work.
- 5.2 Any further development work that falls outside of general Syntax Edits (for example, specific cycles that are not in the standard post, non-standard configuration etc.), will be quoted for and costed on a time and materials basis.
- 5.3 Post processor development falls into 2 categories.
  - 5.3.1 Edit of "Existing Post Processor" – if a post processor exists, Symetri offer a service to edit the Post Processor to suit the Customers particular requirements, in line with agreed Statement of Work; or
  - 5.3.2 Creation of "New Post Processor" – If a post processor does not exist then Symetri class this type of project as research and development. Symetri will provide a Statement of Work to outline the time required to develop the post and an outline of the Customer testing requirements. This will require extensive testing resource from the Customer during the development stages. It is essential that the Customer possesses a good working knowledge of the machine tool and machine tool control. Symetri cannot be held responsible for any delays or not being able to meet the agreed CAM Services development if the Customer does not have the relevant skills or knowledge to operate the machine.

## **6. LIMITATION OF LIABILITY**

What is said in the General Terms regarding limitation of liability shall apply for the CAM Services provided by Symetri under these CAM Service Terms as well. However, such liability is limited to the Customer's direct damages only and shall not exceed the total amount paid under the particular Statement of Work for the CAM Services. The Customer acknowledges that the fees paid for the CAM Service fairly reflect this allocation of risk.

## **F - IT SOFTWARE AND HARDWARE SUPPLY TERMS**

### **1. APPLICATION**

- 1.1 These terms and conditions for IT software and hardware supply ("IT Supply Terms") together with the General Terms and where applicable, the other Consolidated Terms, shall apply to all Symetri Technology"). Any indemnifications and warranties in these IT Supply Terms are subject to any limitation of liability in the General Terms.
- 1.2 Any supplied Symetri Technology will be subject to the Symetri license agreement available on Symetri's website.

### **2. RETURNS – GENERAL CONDITIONS**

- 2.1 As a reseller of software and hardware, Symetri are subject to the return and cancellation policies of the relevant supplier of the software and hardware as well as such Third-Party Terms. Symetri shall provide reasonable efforts to assist the Customer in cancelling and/or returning the software and/or hardware in accordance with the relevant return and/or cancellation policies and Third-Party Terms of the supplier applicable to the software and/or hardware.
- 2.2 Every request from the Customer to Symetri for the return of goods must be addressed in writing via e-mail to [support@Symetri.co.uk](mailto:support@Symetri.co.uk) with the Return to Manufacturer Authorisation ("RMA") attached, along with the relevant Customer order number and reason for a return.
- 2.3 Goods will only be accepted once Symetri's customer service department ("Customer Service Department") has advised the Customer of a returns number and have accepted the RMA based on the information the Customer has provided.
- 2.4 Only products purchased at Symetri can be returned. Verification that the product has been purchased through Symetri will be done so by confirming the invoice/order number and in some cases, the serial number will be required.
- 2.5 Returns will only be accepted if it is submitted with the RMA within fourteen (14) days of receipt of goods. Return requests where the goods have been received more than fourteen (14) days ago will be automatically rejected.
- 2.6 Returns are always subject to authorization by Symetri's Customer Service Department and a restocking/administration fee may be applicable.
- 2.7 For a return to be valid, the goods must be in pristine condition with the manufacturer's seal still intact. Symetri do not accept opened goods. If goods do not meet this condition they will be returned to the sender and the RMA will be cancelled.

### **3. RETURNS – SHIPPING**

- 3.1 In the instance of customer error, the Customer is required to pay for, and arrange for the courier. Symetri require the tracking details to monitor the arrival of the goods to the return warehouse.
- 3.2 Symetri will not be liable for the goods in transit. The goods will only be considered returned once the supplier has acknowledged their safe and correct return.
- 3.3 In some instances, Symetri will arrange the collection for the Customer without cost, this will be advised and agreed upon in initial email communications regarding the Customers return. Symetri will only arrange this collection once and if this fails, the responsibility then falls to the Customer to return the items.
- 3.4 The item is the Customer's responsibility until received by the returns warehouse. Therefore, for the Customer's own protection, Symetri recommend that the Customer sends the parcel using a secure and traceable service.



#### **4. RETURNS – DAMAGED PRODUCTS**

- 4.1 Return requests for damaged goods must be logged by emailing [support@Symetri.co.uk](mailto:support@Symetri.co.uk) within 24 hours. Any requests after this time will be automatically rejected. Please note this does not guarantee the return and replacement of damaged goods, it only registers the request. Symetri strongly advises that any parcels that arrive damaged must be either refused or the damage noted on the signature to the courier. Photographic evidence will be required at the point of logging your request.
- 4.2 Damaged product returns are subject to inspection by Symetri. Should Symetri deem the fault to not be consistent with the quality control of the manufacturer or misuse of the courier then Symetri have the right to close the RMA request and return the goods without credit.
- 4.3 If the Customer's request is outside of these IT Supply Terms, we will advise you to contact the manufacturer directly to resolve the issue.

#### **5. RETURNS – EXCEPTIONS**

The following products cannot be returned under any circumstance:

- (a) All custom-built machines (CTOs); these are a non-cancellation, non-returnable products; and
- (b) No electronic licenses can be returned for credit once issued by the manufacturer unless stated within the manufacturer's terms and condition.

#### **6. DOA AND WARRANTY REPAIRS**

- 6.1 The DOA condition for any product(s) reflect those of the manufacturer's definition of DOA. If the Customer has any queries, the Customer can email [Support@symetri.co.uk](mailto:Support@symetri.co.uk) and Symetri will look into the return of the device(s) on a case by case basis.
- 6.2 Symetri does not offer any warranty other than that granted by the corresponding manufacturer.
- 6.3 For details regarding manufacturer's warranty, please visit the manufacturers website and view their Third-Party Terms.

## **G - DEFINITIONS**

**“Customer Data”** means any data or information, including personal data and technical information relating to the Customer, or its customers, employees or equipment, provided to Symetri by, or on behalf of, the Customer, by use of the Services.

**“Statement of Work”** means the collection of documents relating to the Agreement – this could include Proposal, Symetri Software EULA, Scope of Work, DPA etc.

**“Proposal Documents”** means a commercial proposal, in any form, from Symetri to the Customer, including prices and other terms for the Services.

**“Scope of Work”** means a document produced by Symetri defining the deliverables, responsibilities and technical specifications relating to the Services.

**“Symetri Technology”** means Symetri’s own software and hardware supply from Symetri to the Customer.

**“Third-Party Services”** means (i) any products and services, including but not limited to any web or other software services, cloud hosting, or applications that utilize or interact with the Services, including all software, content, services, technology, data and other digital materials included or made available therein, created, offered, supported and maintained by third parties, or (ii) where the software product or service clearly belongs to or is provided (directly or indirectly) by a company other than Symetri.