

SOOKO LTD T/A PRINT MY PART
the inevitable small print

When you use the products and services we offer, we apply a set of rules (terms and conditions) which run how we must react to each other. Most of the rules apply whether you are a business or a consumer and, because they will form the contract between us, we urge you to read them, before you make an order.

We do change our terms and conditions from time to time, so it's always a good idea that, if you visit the site or order from us, you check to make sure that you know the latest ones.

We have a section, defining certain words and phrases, at the end of these terms and conditions.

PRODUCTS AND SERVICES

1. *Contract*

When you visit our site or order from us, that forms a contract between you and us. By continuing to use our site and each time you order from us, the following terms and conditions will apply. When we accept an order from you a binding contract will come into effect on these terms.

2. *Ordering*

- 2.1 We have the right to refuse any order from you, for any reason, and, if you have paid us any money, we will refund that payment in full.
- 2.2 If we have accepted your order but, for any reason, we are unable to supply the product you want, we can cancel the order and return the money you have paid to us. If we do that, we will have no liability to you, of any nature, for any losses, of any kind, you may suffer.

3. *Intellectual Property Rights*

- 3.1 Our Services are provided to you on the basis that you have the right to use all files, models, objects or other matter which you ask us to produce and by providing us with such matter, you warrant that it is free from the Intellectual Property Rights of any third party.
- 3.2 You will retain all Intellectual Property Rights in relation to any material you submit to us.
- 3.3 Should we undertake any design work on your behalf, in connection with a Product or Service, we will not knowingly infringe the Intellectual Property Rights of any third party but we cannot warrant that any such design work will not infringe the Intellectual Property Rights of any third party and you agree to ensure that such work does not infringe such rights.
- 3.4 We have no responsibility to register or claim any Intellectual Property Rights or rights to any design we create for you and you undertake to take such steps as you deem appropriate to protect your Intellectual Property Rights.
- 3.5 You represent and warrant that you hold all necessary consents, intellectual property, information, design work, graphics, trademarks or logos you provide to us, for any reason, are either owned by you or you have full written permission to use them and upload or send them to us.
- 3.6 You agree that we may use any or all of your name, logo and trade mark in a reasonable manner and without charge to promote our business.

4. Proofs, Specification and Verification

- 4.1 If we supply any draft, prototype or sample of an item you wish created (whether by us or a third party), you have the responsibility to verify that the function, all dimensions, instructions, materials and other information, of any nature we include with such draft, prototype or sample are accurate and fit for purpose in all respects.
- 4.2 If you supply or approve an item for us to manufacture, you understand that we will comply with the specification you have produced and will not check or examine any detail of the specification; and further that if any defects occur in manufacturing, we will have no responsibility of any nature (save for our own negligence) in relation to such defects.
- 4.3 Unless otherwise agreed, parts are supplied on an “as inspected” basis. Therefore, you are responsible for all testing and approvals. Once parts have been inspected by you or the time specified in Clause 9.6 has passed, we will not be liable for any shortcoming, whether as a result of our design work or manufacture service.
- 4.4 When we provide you with any Product produced using our manufacturing service, you must verify that the Product/s supplied matches your specification in all respects, is fit for purpose and manufactured as you intended. Should the Product need testing before further manufacture, use or sale, you agree to carry out all appropriate and reasonable tests on such Product to ensure that it has satisfied the same.
- 4.5 Where the Product we supply is intended to be used for a larger scale item, you agree to first manufacture a sample item which you will test and approve before large scale manufacture commences. If you fail to report any issues arising in the production of the sample item, we will have no further liability, of any nature, for any issues which may arise.
- 4.6 It is your responsibility to ensure that a specified manufacture process and material is suitable for your requirements. Where we provide details of a specific material, by agreeing to proceed, you agree:
- 4.6.1 to have read and approved the material data sheet and specification supplied by the material manufacturer, together with but not limited to REACH, ROHS, Food Safe and all other relevant standards, and agree that the proposed material is suitable; and
- 4.6.2 that while we will use reasonable endeavours to ensure that such material has the same composition and properties, we are not able to guarantee an exact match and you accept that you must carry out such tests, as you require, on every batch of the Product, to confirm that such material is suitable and meets your requirements and that unless you notify us, within 5 working days of the delivery of any such batch, you will be deemed to have accepted that it is compliant with the material datasheet.
- 4.7 Unless we have specifically stated, in writing, that it may be so used, no Product we supply should be used as a toy or given to children.
- 4.8 Unless we have specifically stated, in writing, that it may be so used, no Product we supply should come into contact with electricity, food or liquids and should be kept away from heat.
- 4.9 You will ensure that any appropriate certification, approval or permission has been granted before a Product is used or sold.
- 4.10 In relations to any material datasheet, specification or other warranty or certification supplied, in relation to the composition of any Product, you agree to verify the veracity and application of any documents certifying such composition including but not limited to REACH, ROHS, Food Safe, technical datasheets, material safety sheets and all other such documentation.
- 4.11 You will conduct your own examinations and testing of any material we use to ensure that it is suitable for the use to which you put it, whilst we are happy to suggest materials, we can never guarantee that they will be effective, suitable, non-reactive nor have any other form of adverse effect with your use.

5. Tooling

- 5.1 If we create any tooling used for the creation of any Product, you will verify that such tooling meets the specification you have supplied to us and that before use of such tooling, you have carried out all appropriate and reasonable tests on the Products produced using such tooling and that it has satisfied the same.
- 5.2 We have the right to charge for any changes to the tooling which are required after you have tested it, if such changes do not form part of the original specification for such tooling.
- 5.3 Should you ask us to produce a Product using tooling which you have passed to us, or which we may have created on your behalf, you understand and agree that the return of that tooling is unlikely and that we have no responsibility to ensure its return and that its security and safe storage cannot be guaranteed.

6. 3D Printing

- Should we produce any Product for you, using 3D printing methods, you understand and agree:
- 6.1 that the 3D printing process has limitations, which can include (but not by way of limitation) imperfections to the finish, dimensional accuracy and strength properties of the Product;
 - 6.2 that the finish of that item and the tolerances available may not be as refined or accurate as a product manufactured using other methods;
 - 6.3 that unless you provide a full and complete understanding of the function and use of the Product, we cannot warrant that the Product will be suitable for its intended use;
 - 6.4 that any Product we manufacture with a thickness of less than 1mm may be fragile and we are unable to guarantee that it will not break in use or handling – any such breakages are beyond our control and so we have no liability for them;
 - 6.5 that the Product will be manufactured from the file you have supplied to us and that we will not be liable for any issues with the file;
 - 6.6 that if it is reasonably possible, we will advise you of any major issues with any files you have submitted to us, but we have no obligation to review any file and no liability for any Product produced using a defective file;
 - 6.7 Unless specifically agreed, we will choose all print specifications including (but not limited to) 3D printing process, material properties, print orientation, layer height, infill percentage and infill construction. It is your responsibility to define these and a printed model cannot be refused because of the chosen print specification, unless these have been specifically discussed and agreed.
 - 6.8 that there may be minor visual differences between Products supplied as part of the same order;
 - 6.9 that when used for evaluation, a Product manufactured using 3D printing should be used as a design aid only and not used solely or independently with other design aids such as 3D CAD.

7. Use of our Services

- 7.1 You will only be able to use our Services when a binding contract has come into existence under the terms of Clause 1.
- 7.2 We will use our best endeavours to provide the Services with reasonable skill and care.
- 7.3 We will endeavour to resolve all issues which arise when using our Services but we make no warranty that we will be able to apply a full or partial solution to any such issue and the fees we charge will be payable whether or not we use our Services to provide a solution.
- 7.4 You must tell us, while we are providing any of our Services (such as design services), if there is any aspect of them that you do not understand. We are unable to deal with any lack of understanding, if you do not tell us about it.
- 7.5 We have the right at any time and for any reason we deem appropriate to alter the Services and the way we provide them.
- 7.6 We rely upon your description and specification in relation to any design work we undertake. If that description or specification is inaccurate or incorrect, in any way, we have the right to charge additional fees to provide corrections to any work we have already undertaken.
- 7.7 If you do not provide confirmation that designs or proofs we provide are correct, or notify us of any defects, within 7 days of us sending them to you, we may assume that they are correct and invoice you for the whole of the project that we were engaged to undertake.
- 7.8 Unless you advise us otherwise, we will assume that all files and documents you provide to us are copies and not originals and that, unless we have agreed in writing to do so, we have no responsibility to ensure the safekeeping of such files and documents.
- 7.9 If we suggest a manufacturer or service provider to you, that suggestion is made entirely on the basis that we do not recommend such manufacturer or service provider, that you will undertake a full due diligence programme in relation to them before engaging them and that we have no liability of any nature in relation to the work they undertake for you.
We may receive a commission from such manufacturer or service supplier for making the suggestion which you agree that we may retain and you are aware that you may contact such manufacturer or ser-

- vice provider direct to obtain an estimate for the work you wish undertaken.
- 7.10 We may use third parties to assist in product design, printing or other manufacturing processes, we will ensure that all work they carry out for us, matches the standard and quality of work, we provide directly to you.

8. *Design Consultancy Service*

- 8.1 Any advice provided to you in respect of any Product or Service, provided by us or by a third party on our behalf, is proffered to you as non-expert advice and accepted by you as such and you agree that prior to acting on any such advice, you will obtain expert advice in relation to such Product or Service before you act upon the same. You will indemnify us from and against all and any liability of any nature arising out of your use of any Product or Service we supply to you.
- 8.2 Our consultancy service and general advice is, by its nature, subjective, may be incomplete and depends entirely on the information that you supply to us. For this reason, we have no liability of any nature in relation to such service and advice.
- 8.3 We do not offer any testing services and, whilst we will always endeavour to provide Products and Services which match your requirements, you have the responsibility to test and approve the function and performance of designs and supplied parts or Products to ensure they are fit for purpose. This includes any testing, certification, regulation and/or compliance required before advice, design work, CAD files or drawings can be used, manufactured and/or sold.
- 8.4 It is your responsibility to test the design work we undertake to ensure that any resulting parts and work meet your requirements. We will not be liable for any losses, claims and demands, of any nature, suffered or incurred by you, or any third party, as a result of any products or services we supply to you.
- 8.5 As all work is owned and guided by you, subject to your approval, and dependent on your interpretation, we do not guarantee the future success of your concept, idea or invention, either as a product or that it will not breach the Intellectual Property Rights of a third party.
- 8.6.1 Your liability to pay us a fee for each contractual stage of any design work is limited to the fees paid for that stage.
- 8.6.2 Each contractual stage is independent, and your approval of a prior stage will be deemed confirmed by your asking us to undertake the next stage.
- 8.6.3 Neither party is bound to continue to the following stage.
- 8.6.4 When you have paid us for a stage you assume all responsibility for technical, design and commercial feasibility relating to that stage.
- 8.6.5 At the end of each stage you may terminate your agreement with us and we will have no further responsibility or liability, of any nature, for the work done to the end of that stage.
- 8.6.6 The Services we offer relate only to design and will, by their nature, include our subjective opinion, approximations and estimates. Those Services do not relate to any aspects of technical or financial feasibility of the item you wish us to assist with.
- 8.7 Whilst we will always work to provide a solution, when you use our Services, you accept and agree that, from time to time, no solution may be feasible and, as a result, the design work we undertake may be incomplete or impossible to provide. We have the right to charge our reasonable fees, if we cannot complete any design work.

9. *Testing, Quality and Defects*

- 9.1 All Products we supply to you, of any nature, are supplied at your risk and you must test and approve the function and performance of such Products. This includes any testing, certification, regulation and/or compliance required before the Product can be used and/or sold.
- 9.2 Many of the materials we use degrade in UV light. If resistance to UV light is particularly important for your application, it is your responsibility to make us aware of this and we can agree specific materials with you to provide better (but not complete) resistance against UV degradation. Whether specified or not, UV degradation should be expected and we cannot guarantee UV resistance for any given time frame. This degradation process will be faster if parts are exposed to sunlight. It is your responsibility to test the UV light resistance of any Product we supply before the Product can be used and/or sold.
- 9.3 We can never guarantee that colours we show in any digital reproduction of an item will exactly match the colours you have requested for your Product, as each video screen will show a variation of colours. Unless we have agreed in writing to offer a specific Pantone Colour, we will use reasonable care to ensure that the colours we print are as close to the colours you have requested as is reasonably possible.
- 9.4 In view of the limitations of the processes we use (and unless we have agreed, in writing to supply such guarantee) we can never provide a guarantee that any Products we supply will function in the manner you expect, will conform, exactly, to any specification you have provided, will have a specific life or will have any property you require, unless we have agreed the same in writing with you beforehand and you accept that we have no liability, of any nature, for any issues arising in respect of any Product, save for issues arising as a result of our negligence.

- 9.5 We will endeavour to meet all tolerances you provide but we do not guarantee that we will be able to do so and you agree to accept any minor variations, even if your stated tolerances cannot be achieved.
- 9.6 If there is any defect in a Product, you must advise us:
- 9.6.1 if you are a consumer, within 28 days of delivery of the nature of the defect and you must comply with our requirements for returns. As a consumer, you have the right to have the Product replaced, repaired or the price you paid refunded;
- 9.6.2 if you are not a consumer, within 7 days of delivery of the nature of the defect and you must comply with our requirements for returns.
- 9.7 We will accept no responsibility for defects communicated to us verbally. All such defects must be notified to us in writing.

10. Fees, Payments and Taxes

- 10.1 Our payment terms vary with the Product or Service you buy from us. Before we can deliver a Product or Service, you must comply with the payment terms which we apply to that Product or Service and have notified to you in any estimate we provide.
- 10.2 If any sums due to us are not paid immediately they become due, we have the right to charge you our reasonable administration expenses and costs and compensation to us for the time taken to pursue those sums.
- 10.3 Should any payment due under the terms of these Terms and Conditions be delayed more than 14 days after the due date, we may:
- 10.3.1 charge interest at the rate of 6% above the base rate from time to time of Barclays Bank PLC from the due date until the actual date of payment (whether before or after judgment); and
- 10.3.2 suspend the Service we are providing or delivery of the Products until payment is made, and, if payment is not made within a reasonable time, we may sell any undelivered Products, any tooling associated with them, and any rights you may have in the Products or tooling to pay all outstanding sums due to us (after which we will account to you for any balance) and you will indemnify us from any liability, of whatever nature, arising from such sale.
- 10.4 You agree that we may retain any commission we receive in relation to any transaction in which we are involved either directly or indirectly on your behalf and that we have no obligation to advise you of the amount of that commission, nor to account to you for any part thereof.
- 10.5 You have permission to submit payment information where permission may be required.
- 10.6 We have the right to charge you additional sums, if you wish to change the original specification you have provided to us, and to defer work on any Product or Service until such additional sums are paid, or you confirm that you do not wish such proposed changes to take effect.
- 10.7 Unless we have indicated otherwise, the sums you pay us do not include Value Added Tax.
- 10.8 If we agree to supply a Product to an address outside the United Kingdom, you agree to pay all taxes and duties which may be imposed upon it.

11. Effects of Termination

- If the agreement between us is terminated for any reason:
- 11.1 any sum owing by you to us under any of the provisions of these Terms will be immediately payable;
- 11.2 any provision of these Terms which is expressed to continue in force after termination will continue in full force and effect; and
- 11.3 subject as provided in this Clause 11, and except in respect of any accrued rights, neither you nor we will be under any further obligation to the other.

12. Indemnity and Liability

- 12.1 You will at all times indemnify and hold harmless us and our Representatives from and against all of the following any and all claims, demands, proceedings, damages, penalties, costs, losses, liabilities and expenses of any kind; whether in tort or contract, threatened, claimed or awarded against or otherwise incurred by us and our Representatives (or any of them) arising out of or in connection with these Terms or the negligent acts or omissions of you and your Representatives and whether occasioned by your negligence or that of your Representatives or otherwise, unless caused by our wilful misconduct or negligence or that of our Representatives.
- 12.2 We will indemnify and hold you and your Representative harmless from and against any and all claims, costs and liabilities whatsoever arising out of or in connection with our performance or non-performance of the Services to the extent that such losses, costs, damages and expenses are caused or contributed to by our negligent acts or omissions or those of our Representatives.
- 12.3 Except in respect of death or personal injury caused through negligence, we will have no liability to you arising out of or in connection with these Terms for any indirect, special or consequential loss you suffer, and our total liability for any loss you suffer in respect of any one event or series of connected events will not exceed £500.
- 12.4 Nothing in these Terms and Conditions will limit or exclude liability for death or personal injury.

13. Delivery

- 13.1 All Products you order from us will be delivered within the timescale we agree, when we have accepted your order. Unless otherwise stated time will not be of the essence in this respect.
- 13.2 Any Product you buy from us will be despatched to you in the manner you have selected when making the order but, although we will do our best, we cannot guarantee that any delivery time quoted will be met.
- 13.3 If we are unable to deliver any Product because no one is available at your delivery address to receive the Product and it cannot be posted through your letterbox or left in a safe place nominated by you, the courier will normally leave a delivery note explaining how to rearrange delivery or where to collect the Product (you may need to pay additional delivery costs).
- 13.4 Risk in the Product will pass to you as soon as the Product has been passed to the delivery agent. We do not organise insurance for any Product in transit and you should make such arrangements as you consider appropriate to ensure that you will be adequately compensated should the Product be damaged or lost in transit.

14. Force Majeure

We will not be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of war, governmental action or any other event that is beyond our reasonable control.

15. Confidentiality

- 15.1 In relation to Confidential Information, we undertake with you that, except as authorised in writing by you or which are required by us to perform the Services, we shall, at all times during the continuance of the agreement between you and us and after its termination:
 - 15.1.1 use our best endeavours to keep confidential all Confidential Information;
 - 15.1.2 not disclose any Confidential Information to any other person except its current or bona fide employees, contractors and sub-contractors, bankers, lenders, partners, accountants, legal and other professional advisers, in each case only where such persons or entities are under appropriate confidentiality obligations, or to any person, body or entity to whom any party is required to disclose the Confidential Information by law;
 - 15.1.3 not use any Confidential Information for any purpose otherwise than as contemplated by and subject to the terms of these Terms and Conditions;
 - 15.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 15.1.5 ensure that none of our agents or advisers does any act which, if done by that party, would be in breach of the provisions of Sub-clauses 15.1.1 to 15.1.4 above.
- 15.2 The provisions of this Clause 15 shall continue in force in accordance with its terms, notwithstanding the termination of these Terms and Conditions for any reason.
- 15.3 The provisions of this Clause 15 will not apply:
 - 15.3.1 to any Confidential Information which becomes public knowledge;
 - 15.3.2 if we are obliged by any law, rule or regulation to reveal it;
 - 15.3.3 to our sub-contractors, as long as they agree to abide by the provisions of this Clause 15.

16. Cancellation

Our Products and Services are not mass produced and each is created specifically for your purposes. For that reason, once we have formed a contract with you, these Terms and Conditions cannot be cancelled nor any payment returned. Should you wish to cancel any order, we may, at our sole discretion, refund part of the price you have paid.

17. Ownership of the Product

You will own the Product as soon as we have passed it to our carrier and, unless we have agreed to insure it in transit, it will be sent at your risk.

18. Data Protection

Our Privacy Notice applies to any data we collect from you, whether by using the Site or otherwise.

SITE TERMS

19. ***Intellectual Property***

All Content included on our Site including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is our property or the property of our affiliates. By continuing to use our Site you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

20. ***Links to Other Sites***

Our Site may contain links to other sites. Unless expressly stated, these sites are not under our control or that of our affiliates. We assume no responsibility for the content of such sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to any other Site on our Site does not imply our endorsement of the sites themselves or of those in control of them.

21. ***Links to this Site***

If you wish to place a link to our Site on other sites you may do so only to the home page of our Site, without our prior permission. You may not deep-link without our express written consent.

22. ***Use of Communications Facilities***

22.1 When using any System, you should do so in accordance with the following rules:

22.1.1 you must not use obscene or vulgar language;

22.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, offensive, ageist, sexist or racist;

22.1.3 you must not submit Content that is intended to promote or incite violence;

22.1.4 submissions must be made using the English language;

22.1.5 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

22.1.6 you must not engage in any form of commercial advertising;

22.1.7 you must not impersonate other people, particularly our employees and representatives or those of our affiliates; and

22.1.8 you must not use our System for unauthorised mass communication such as "spam" or "junk mail".

22.2 You acknowledge that we reserve the right to monitor and delete any and all communications made to us or using our System.

22.3 You acknowledge that we may retain copies of any and all communications made using our System.

22.4 You acknowledge that any information you send through our System may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we have the right to reject such terms and associated information.

23. ***Legal Rights and Disclaimers***

23.1 We make no warranty or representation that our Site will be compatible with all systems, or that it will be secure.

23.2 Whilst every reasonable endeavour has been made to ensure that all information provided on our Site is accurate and up-to-date, we make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our Service.

23.3 No part of our Site is intended to constitute advice and the Content of our Site should not be relied upon when making any decisions or taking any action of any kind.

23.4 Whilst we exercise all reasonable skill and care to ensure that the Site is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

24. ***Availability of the Site and Modifications to it***

24.1 We accept no liability for any disruption or non-availability of our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.

24.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) our Site including, but not limited to, the Content available. These Terms and Conditions will continue to apply to any modified version of our Site unless it is expressly stated otherwise.

ADDITIONAL TERMS

25. *Limitation of Liability*

- 25.1 To the fullest extent permissible by law, we accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Site or the use of or reliance upon any content included on our Site.
- 25.2 To the fullest extent permissible by law, we exclude all representations, warranties and guarantees (whether express or implied) that may apply to our Site or any content included on our Site.
- 25.3 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 25.4 We exercise all reasonable skill and care to ensure that our Site is free from viruses and other malware. Subject to Sub-clause 8.5, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of our Site (including the downloading of any Content from it) or any other site referred to on our Site.
- 25.5 Nothing in these Terms and Conditions excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.
- 25.6 In the event that any of these terms is found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and will not affect the validity and enforceability of the remaining Terms and Conditions. This term will apply only within jurisdictions where a particular term is illegal.

26. *No Waiver*

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this will not be construed as a waiver of that right or remedy.

27. *Third Party Rights*

Nothing in these Terms and Conditions will confer any rights upon any Third Party. The agreement created by these Terms and Conditions is between you and us.

28. *General Matters*

- 28.1 These Terms and Conditions and the Agreement are made under the laws of England and Wales and that is the only jurisdiction which can govern them.
- 28.2 We and you agree that these Terms and Conditions and the Agreement do not form the basis of any partnership or co-venture.
- 28.3 These Terms and Conditions and the Agreement supersede any previous agreement between you and us in relation to the matters dealt with in them and represent the entire understanding between you and us.
- 28.4 Time will not be of the essence in any part of these Terms and Conditions and the Agreement.
- 28.5 You and we both acknowledge and agree that the Agreement was not entered into in reliance on anything said or promised by or to the other which is not in these Terms and Conditions.
- 28.6 Force Majeure – if something outside our control happens and that prevents us from performing our Services then you accept that we are not liable for the consequences of that failure (this includes such things as strikes, riots, fires, explosions, war, floods and so on). If such an event does happen we will tell you as soon as we are able and resume the Services as soon as we can. If we cannot perform the Services within a reasonable time, we can cancel them and if we do we will refund to you a fair and reasonable proportion of any payment you have made to us.
- 28.7 If either you or we need to give formal notice to the other it must be done by email to the address that each of us gives to the other from time to time.
- 28.8 These Terms and Conditions contain the entire understanding between us.

DEFINITIONS

In these Terms and Conditions, the following terms will have the following meanings:

We, Us, Our

Sooko Ltd, company number 09730011 and whose registered office is at Unit 19B, eSpace North, 181 Wisbech Road, Ely, CB6 1RA and www.printmypart.co.uk;

You, Your	are a visitor to this Site and/or any or anyone using our Services;
Site	is www.printmypart.co.uk ;
Confidential Information	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement or otherwise (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked or may be interpreted as such);
Content	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Site. Content will also, where the context admits, include Material;
Intellectual Property Rights	means: (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and email addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
Material	means all documents, copy, information or other material you supply to us;
Privacy Notice	means the Privacy Notice at the foot of these Terms and Conditions and any amendments to it we may make from time to time;
Product	means any product you order from us;
Representative	means an employee, agent or sub-contractor employed by a party to the agreement between us;
Service/s	means the design and manufacture service we offer and any other services we may offer from time to time;
System	means any online communications infrastructure that we make available through the Site or an App either now or in the future;
Terms and Conditions	means these terms and conditions;
User	means any person that accesses the Site and is not employed by us or acting in the course of their employment with us.