

Design & Prototyping

A division of Argent International Pty. Ltd ABN 38 078 270 247

Terms and Conditions

Design

1. Work will only commence or continue upon receipt of an official purchase order and appropriate deposit.
2. All prices and estimates are quoted GST exempt unless otherwise expressed. The client must bear and pay all taxes.
3. All work, designs, and copyrights remain the property of Dienamics until paid in full. Property and ownership of the goods and designs will not pass to the client until the client has paid in full. Dienamics servants and/or agents may enter clients' premises, without liability for trespass, or otherwise repossess goods for which payment has not been made.
4. If lead times are quoted, they stand for that day of quoting only. If an order is placed at a later stage, then the client should check with Dienamics if those times quoted are unchanged.
5. Quote prices stand for that day of quoting only. If an order is placed at a later stage, then the client should check with Dienamics the quoted prices are unchanged.
6. Dienamics takes no responsibility for design failure. All designs should be prototyped and tested; this is standard in the research & development of any product. Dienamics does not take on the responsibility of testing products this is solely the responsibility of the client.
7. The client warrants to Dienamics that any patent, registered design, trade mark, copyright, or other intellectual property rights involved in the order placed by the client is not and does not infringe any rights of any other party and the client hereby indemnifies Dienamics against all actions, proceedings, claims, demands, damages, costs and expenses which may be brought or made against Dienamics or for which Dienamics may sustain any loss or cost by reason of such infringement.
8. Dienamics offers the following payment options for design work.
 - Pre-Paid. Dienamics will provide a quote for specific design services. The client must supply a signed quote acceptance or purchase order listing the corresponding Dienamics quote number, provide complete contact details, and provide full payment before work will commence.
 - Periodic Payment. On receipt of a purchase order Dienamics will proceed with the specified design services and provide an invoice to the client at the expiration of an agreed recurrent period. The terms for each invoice shall be equal to the recurrence period. Failure to pay an invoice will result in work pausing until all outstanding invoices are paid.
 - Amount Based Payment. On receipt of a purchase order Dienamics will proceed with the specified design services and provide an invoice to the client once costs have met an agreed amount. The terms for each invoice shall be 7 days. Failure to pay an invoice will result in work pausing until all outstanding invoices are paid.
 - Retainer Agreement Based Payment. Dienamics will provide a proposal specifying the initial retainer price. The client must supply a signed proposal acceptance or purchase

order listing the corresponding Dienamics proposal number, provide complete contact details, and provide full payment before work will commence. Should the client elect to not continue with the project before initial retainer monies are completely spent Dienamics will refund the client the difference of monies remaining. Should the initial retainer be completely spent before the completion of the project, Dienamics will invoice the client for additional retainer payments. Failure to pay an invoice will result in work pausing until all outstanding invoices are paid.

9. Any drawing or design prices are estimates only which may vary as the job proceeds. Dienamics reserves the right to cease work on any project while the client is informed of cost variances, and resume only if the client agrees to the new cost.
10. Variations to the design, throughout the design process, outside the scope of the original estimated price will be invoiced separately at our hourly rate.
11. Dienamics has the right to change or vary these terms and conditions from time to time without notice.

Prototyping

1. Prototypes must be paid for in full before work will commence.
2. The minimum lead time for prototype creation is 2 weeks. Oversize, multi-part or higher quantity prototyping runs may attract longer lead times.
3. Prototypes are created in order to test concepts, methods, usability, and materials. As such, Dienamics does not warrant any prototype will fully reflect design intent or client specification.
4. Prototypes may not be manufactured from the same materials or with the same processes as final production items. As such they do not have the same physical properties as final production items.
5. Prototypes will exhibit overall dimensional and tolerance variations from design documents and the intended final production item/s.