Terms & Conditions

1. New customers are required to pay up front for prototype parts and services.

2. Rapid tooling projects must be paid for 50% up front, the balance being payable upon acceptance of successfully OTS (Off Tool Samples).

3. The quotation is valid for 30 days, and is based upon information at the time of quotation. Any additional information supplied later, for example detailed drawings with fine tolerances may result in a revision of the cost and lead-time.

4. Manufacturing is based upon 3D CAD data supplied by the customer, if 2d drawings are supplied, they will be used for information relating to tolerances, threads, surface finish and treatments etc. Geometric shape is based upon the 3D CAD data supplied.

5. In the event of design changes after receipt of a purchase order, the customer agrees to pay any additional cost that Marigold Rapid may incur. For example if we start or even complete a job, and must re-start due to design changes, the customer agrees to pay costs incurred.

6. Marigold Rapid provides models that are colored or painted, we endeavor to meet the customers wishes and shall try all reasonable means to achieve a match to a sample or reference supplied. However, if the substrate is of a different color to the reference or sample supplied, we can only guarantee that we can supply color match that is our best effort. Anodized prototype parts cannot usually be matched exactly to a pantone reference. Anodizing prototype parts can only be done on a best effort basis. We will do our very best to match samples supplied, but cannot offer a guarantee of a perfect match.

7. Machined parts may have a radius in an internal machined corner. If an internal sharp corner is required, it must be emphasized and clearly communicated. Methods such as electrical discharge machining methods may need to be employed, or on non-metallic parts hand finishing. Such methods will affect the cost and lead-time.

8. Any non-conformance must be reported within 14 days of receipt of goods in order to make any claims against Marigold Rapid.

9. Marigold Rapid shall not be liable for any failure to manufacture, deliver or provide, or for any delay in the manufacture, delivery or provision of, any goods to be provided hereunder if such failure or delay is caused by acts of God, fire, storm, earthquake, strikes, blackouts, labor disputes, riots, inability to obtain materials, equipment, labor or transportation, governmental restrictions, serious public health nuisance or any similar cause over which Marigold Rapid is unable to exercise control.

10. The buyer should not sign for any package that has external signs of damage without examining
the contents first. Signing for a damaged package will invalidate any compensation claims.

11. Marigold Rapid does not assume any liability for intent of use, regulation, license, or misuse of existing intellectual property including patent infringement, copyright or trademark infringement or other legal conditions that are the responsibility of the products originator or financially responsible party.

12. Buyer retains sole legal responsibility for the design specifications and performance of the goods that are the subject of this transaction. Marigold Rapid will, to the best of its ability, provide a part representative of the Buyer supplied 3D CAD geometry that conforms to Buyer requested dimensions and Marigold Rapid Standard Terms and Conditions Effective March 2015, and to the tolerances specified on Buyer supplied 2D drawings. This work is done on a best effort basis and the parts shall not be deemed scrap if some tolerances are not met but the parts still function as intended.

13. Marigold Rapid will keep customer drawings, designs and intellectual property confidential, if the information needs to be shared with a third party, that third party shall be subject to a None disclosure agreement, in accordance with the customers standard NDA.

14. Marigold Rapid shall assume no responsibility for the design of the goods that are the subject of this transaction. To the extent that Marigold Rapid personnel recommend design modifications or provide design analysis, simulation or advice, they do so to help meet the requirements of Marigold Rapid’s own manufacturing process. These recommendations should be reviewed and verified (by the buyer) prior to beginning the process. All recommendations do not have guaranteed results but are used as general practice.

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