



MDE-LLC General Terms and Conditions

1. Introduction

Welcome to MDE-LLC. By using our technical services, you agree to be bound by these Terms and Conditions. Please read them carefully.

2. Services Provided

MDE-LLC offers a range of technical services as described on our website and service brochures. Our Services include Drone, Environmental, and 3D services. All Services are subject to availability and may be modified at any time.

3. User Obligations

Users of MDE-LLC services agree to provide accurate information for service provision and to use our services for lawful purposes only.

4. Payment Terms

An Estimate will be provided for intended services. An estimate is only offered for the purpose of price approximation and must NOT be considered the final invoice price. All efforts will be made to complete services within the terms of the Estimate, but in the event that MDE-LLC incurs additional costs, appropriate charges will be added to the final invoice. Payment is due upon receipt of the invoice, unless otherwise agreed. Late payments may incur additional charges including late fees and finance charges. The client will be responsible for any collection fees of past due balances. New clients will be required to place a credit card on file and pay one-half of the estimated charges before the project is started. Organizations using our services regularly who wish to apply for credit may do so by completing the Credit Application on our website.

5. Cancellation and Refunds

Services cancelled within 24 hours of the scheduled start time may be eligible for a refund, minus a cancellation fee. No refunds for services that have already been rendered.

6. Intellectual Property Rights

All intellectual property rights related to the services provided, including but not limited to, documents, drawings, and software, shall remain the property of MDE-LLC or its licensors.

7. Limitation of Liability

MDE-LLC's liability for any damages arising from the use of our services is limited to the amount paid for the services. MDE-LLC is not liable for indirect or consequential damages.

8. Indemnification

Clients agree to indemnify MDE-LLC against any claims, damages, or expenses arising from the client's use of our services.

9. Privacy Policy

Refer to our Privacy Policy on our website for information on how we collect, use, and protect your data.

10. Amendments

MDE-LLC reserves the right to update these Terms and Conditions at any time. Continued use of our services after such changes constitutes agreement to the new terms.

11. Governing Law

These Terms and Conditions are governed by the laws of the State of Utah. Disputes arising hereunder shall be resolved by arbitration in the State of Utah.

12. Contact Us

For any questions or concerns about these Terms and Conditions, please contact us at kyle@mde-llc.com

13. DBA's

MDE-LLC is a DBA of Mad Dawg Enterprises, LLC and the DBA's MDE Drone, MDE Environmental, and MDE Labs are also used to differentiate our specific technical services.

14. Addendums

Addendums follow for Terms and Conditions for specific Technical Services of MDE-LLC

Addendum: Drone Services

In addition to the general terms above, the following terms apply specifically to drone services provided by MDE-LLC:

Compliance:

- MDE-LLC and its clients agree to comply with all local, state, and federal laws regarding drone operations, including but not limited to privacy laws, FAA, and airspace regulations.

Safety:

- MDE-LLC commits to operating drones in a safe manner to avoid damage to persons or property. Clients must provide safe access to the areas where drone services are to be performed.

Data Handling:

- Any data or imagery collected by drones will be handled in accordance with privacy laws and any specific client requirements regarding data security.

Liability:

- MDE-LLC is not responsible for delays or cancellations of drone services due to adverse weather conditions or regulatory restrictions. MDE-LLC will only operate flights within the limits of our Part 107 sUAS Certification by the FAA and the law. If on the day of flight operations, the MDE Pilot decides specific flight parameters included in the Project Outline cannot be done so safely, then the best possible alternatives will be offered, and these will be deemed to fulfil the project. In the unlikely event of the client's work being lost, stolen, or destroyed for reasons beyond MDE-LLC's control, their liability is limited to the return of all payments received for the relevant order.

Copyright:

- The legal copyright for any material created by MDE-LLC will remain the property of MDE-LLC and MDE-LLC retains the right to use said material for marketing purposes as desired. This may include display on MDE-LLC's websites and social media sites including Facebook, Instagram, and YouTube. MDE-LLC will pass personal reproduction rights of any commissioned material supplied to the client upon full payment of the relevant invoice. The use of any material produced by MDE-LLC for merchandising or onward sale, or by any third party not directly on the client's behalf, is NOT permitted without written permission from MDE-LLC. This will incur a negotiated Reproduction Fee. Moral rights will always be required in that the name of the author of photographs (i.e. MDE-LLC or MDE-Drone), commissioned or otherwise, is suitably credited whenever the material is published or displayed.

This Addendum forms an integral part of the Terms and Conditions for MDE-LLC and specifically governs the provision of drone services. By engaging MDE-LLC for drone services, clients agree to be bound by the terms of this Addendum, in addition to the general Terms and Conditions of MDE-LLC

Addendum: Environmental Services

In addition to the general terms outlined in the MDE-LLC Terms and Conditions, the following terms apply specifically to environmental services provided by MDE-LLC:

Compliance with Environmental Laws

- **Regulatory Adherence:** Both MDE-LLC and its clients agree to adhere strictly to all applicable environmental laws, regulations, and standards. This includes, but is not limited to, regulations related to air and water quality, waste management, and the handling of hazardous materials.

Assessments and Reporting

- **Assessments:** Assessments conducted by MDE-LLC will follow industry best practices and applicable regulatory guidelines to ensure thorough and accurate evaluation of the subjects being assessed.
- **Reporting:** Any findings, data, and recommendations from assessments will be reported to the client in a comprehensive and understandable manner. Clients are responsible for any further actions based on these reports.

Sustainability Practices

- **Sustainability:** MDE-LLC is committed to promoting sustainability in its environmental services. Clients are encouraged to adopt recommendations made by MDE-LLC aimed at reducing environmental impact and improving sustainability including Water Conservation.

Liability and Indemnification

- **Limitation of Liability:** MDE-LLC's liability in connection with environmental services will be limited to the extent permitted by law. MDE-LLC will not be liable for any indirect, special, or consequential damages. All efforts will be made to collect proper samples and MDE-LLC is not liable for any lab results or regulation violations associated with samples collected.
- **Indemnification:** Clients agree to indemnify and hold MDE-LLC harmless from any claims, damages, or expenses arising from the client's failure to comply with environmental laws and regulations.

Products and Installation

- **Products:** Irrigation or other products sold by MDE-LLC will be covered by their original manufacturer's warranty only.
- **Installation:** The installation service of irrigation or other products by MDE-LLC will be warranted for a period of 30 days after the installation has been completed.

This Addendum forms an integral part of the Terms and Conditions for MDE-LLC and specifically governs the provision of environmental services. By engaging MDE-LLC for environmental services, clients agree to be bound by the terms of this Addendum, in addition to the general Terms and Conditions of MDE-LLC

Addendum: 3D Printing Services

In addition to the general terms above, the following terms apply specifically to 3D services provided by MDE-LLC:

Service Description

MDE-LLC offers 3D printing services. These services are subject to the specifications provided by the client and the capabilities of MDE-LLC's 3D printing technology.

Intellectual Property Rights

- **Client Designs:** Clients retain all intellectual property rights to their designs submitted for 3D printing, provided they have the legal right to use and reproduce these designs. Clients grant MDE-LLC a non-exclusive, temporary license to use these designs solely for the purpose of providing the requested 3D printing services.
- **MDE-LLC Designs:** Any designs created by MDE-LLC for the purpose of providing 3D printing services are the property of MDE-LLC.

Quality and Material Specifications

- **Materials:** MDE-LLC will provide information on available materials for 3D printing. Clients are responsible for selecting materials that meet their requirements. MDE-LLC will make efforts to ensure the quality and suitability of materials but does not guarantee the performance of materials in specific applications.
- **Quality Control:** MDE-LLC commits to conducting quality control checks to ensure that the 3D printed products meet the specifications provided by the client. However, slight variations inherent in the 3D printing process may occur.

Liability and Limitations

- **Limitation of Liability:** MDE-LLC's liability for any issues arising from the 3D printing services, including but not limited to, material defects, design inaccuracies, or failure of the printed product to meet specific standards, will be limited to the cost of the service provided.
- **Indemnification:** Clients agree to indemnify MDE-LLC against any claims or damages arising from the use of 3D printed products, including any violations of intellectual property rights associated with client-provided designs.

Cancellations and Refunds

- **Cancellations:** Clients may cancel their 3D printing orders before any printing has commenced for a full or partial refund. Orders may not be cancelled once printing has commenced.
- **Refunds:** Refunds or credits for defective products will be provided at MDE-LLC's discretion, following an evaluation of the claimed defects.

This Addendum applies to all 3D printing services provided by MDE-LLC and forms an integral part of the Terms and Conditions for MDE-LLC Technical Services. By requesting 3D printing services from MDE-LLC, clients agree to adhere to the terms outlined in this Addendum.