

THE TERMS AND CONDITIONS APPLICABLE TO PRINTS
ADOPTED ON JULY 14th, 2020

§ 1 Glossary. Below listed terms have the following meanings:

- 1) **Company** or **Sinterit** – Sinterit sp. z o.o. at 10/B3 Nad Drwina Street, 30-741 Cracow, entered into the Register of Businesses of the National Court Register maintained by the District Court in Cracow, XI Commercial Division, under KRS number 535095, NIP (tax number): 6793106416, having share capital in the amount of 102.050 (one hundred and two thousand and fifty) zloty, e-mail: weborders@sinterit.com;
- 2) **Consumer** - a natural person entering into an agreement with the Company to be provided with Prints that are not directly related to business or professional activities of that person;
- 3) **Customer** - Consumer or Non-Consumer;
- 4) **European Union** or **EU** - European Union excluding special member states territories;
- 5) **Nominative warranty** – warranty granted to a Customer but not to its legal successors;
- 6) **Non-Consumer** - person other than a Consumer, entering into an agreement with the Company to be provided with Prints;
- 7) **Printers** – devices being sold by Sinterit, together with software included, printing 3D objects in selective laser sintering technology;
- 8) **Prints** - prints made using the Printers, provided by Sinterit for agreed payment or free of charge (at Sinterit's discretion) to Customers or potential Customers upon acceptance of Sinterit offer under the terms and conditions described below;
- 9) **User** – a visitor to the Website;
- 10) **Website** - the website of sinterit.com, where the Company informs about its business activity, contacts potential Customers, as well as allows Users to order the Prints;
- 11) **Working days** - days from Monday to Friday excluding bank holidays in Poland,
- 12) **Working hours** - 8 hours in each Working day.

§ 2 Subject of the Terms & Conditions.

1. These Terms & Conditions specify in particular:
 - 1) terms and conditions of ordering Prints,
 - 2) technical requirements necessary for cooperation with IT system used by the Company,
 - 3) terms and conditions of concluding and resolving agreements on Prints,
 - 4) complaint procedure.

§ 3 Prohibition of the provision of unlawful content. It is forbidden to provide unlawful content in any form.

§ 4 Services being provided by the Company by electronic means

1. Company provides Users, through the Website, with service allowing them to order the Prints, and offers them the possibility to enter into an agreement with Sinterit on provision of the Prints (for the sake of simplification, the abovementioned agreements may be referred to in these Terms & Conditions as, depending on context, "sale" or "purchase" of or "buying" the Prints).
2. Users may communicate with the Company in writing - by sending a letter to the address of the Company's registered office or by e-mail at: weborders@sinterit.com.

§ 5 Technical requirements.

1. Use of the Website and ordering Prints depend on following technical requirements being fulfilled by a User:
 - 1) use of a device with access to Internet,
 - 2) use of one of the following browsers: Chrome, Firefox or Microsoft Edge, released no earlier than 01/01/2020,
 - 3) having an active email account.
2. Sinterit makes its best effort to make Users, who use other than the most popular web browsers, able to use the Website, but cannot guarantee that the Website will display properly.
3. Customers may order the Prints that are possible to be made using the Printers. This means that the Prints requested should fit to the specifications of the Printers, including but not limited to the working field dimensions as well as available printing materials.
4. If a Customer intends to order a Print that is not in a regular offer of the Company, he/she/it should provide Sinterit with the appropriate file in one of the formats accepted by the Company (please check with Sinterit support department) and in such a way that shows dimensions of a Print in a metric scale (in millimetres).

§ 6 Ordering Prints

1. Users who intend to order the Prints may do it by filling a Prints purchase order form, at sinterit.com.
2. While sending files of Prints to Sinterit, a Customer shall comply with the guidelines described in [Sinterit Design Guide](#).
3. Sinterit shall reply to Customer's inquiry within 72 working hours upon its receipt, informing the Customer if the Company may manufacture the Prints and if so, about the cost of the Prints and estimated date of delivery. Sinterit may request from the Customer to provide the Company with additional information or files before responding to the inquiry. In such a case, time to reply shall start from the date when complete data has been provided to the Company.

4. Sinterit's offers may be accepted solely without any reservations. Any amendments or additions to the offer require consent of the Company.
5. Sinterit's offers are valid for 14 days, unless otherwise stated therein.
6. If the Customer informs Sinterit that he/she/it accepts the offer after it expired, this action shall be deemed as the offer from the Customer to conclude an agreement under the terms and conditions proposed before by the Company.
7. In no circumstances shall any inquiry/order of a Customer be automatically accepted by Sinterit.

§ 7 Agreements on Sale of Prints

1. Once the Customer accepts the offer sent by Sinterit, there is an agreement on sale of the Prints between the Customer and the Company concluded.
2. An agreement on sale of Prints is concluded in English language.
3. Conclusion of an agreement with the Customer is fixed in the Company's IT system.
4. The Company takes appropriate steps to secure contents of an agreement, in particular by backing up the Website and Customer order's details.
5. At the Customer's request, Sinterit shall immediately provide him/her/it with a copy of these Terms & Conditions as well as with the Customer's order and Sinterit's offer, by electronic means.
6. The Company is entitled to make any changes to the information presented on the Website at any time, including but not limited to changes regarding the Prints.
7. Sinterit may offer different Prints or at different prices depending on whether a Consumer or Non-Consumer orders them.
8. Sinterit may withdraw from an agreement on sale of Prints, provided that the Company informs the Customer about it within 30 days upon conclusion of the agreement.

§ 8 Prices and payments

1. Sinterit will inform a Customer about prices of Prints in the email communication.
2. Prices of Prints do not include:
 - 1) packing, delivery and insurance costs;
 - 2) import duties and taxes payable by a Customer in accordance with the applicable laws, subject to clause 5 below.
3. A Customer submitting an order declares whether Prints are exempt from obligation to pay VAT, and if so – the Customer shall provide Sinterit with his/her/its VAT-EU number.
4. Customers who are not exempt from obligation to pay VAT will be charged this tax; it will be added to the price of the Prints.
5. Should it appear, as a result of verification made by Sinterit, that a Customer does not benefit from the exemption referred to in clause 3 above, the Customer will be required to pay VAT within 5 working days of the day when relevant information has been sent to the Customer by the Company. If Sinterit fails to receive

- payment in time, Sinterit shall have a right to withdraw from the agreement within the next 30 days. In such a case the Company will return the payment to the Customer within 14 working days upon withdrawal; the payment may be reduced of transfer fees and exchange rate differences. Sinterit is not obliged to pay interest on the amount refunded.
6. Unless agreed otherwise by the Parties, payment for the Prints shall be made within 5 days upon conclusion of the agreement, in a manner chosen by a Customer from options made available by the Company (if there is more than one option).
 7. Bank transfer shall be made in such a way that Sinterit does not bear any costs associated with it, unless Sinterit agreed otherwise.
 8. If a Customer uses a form of payment other than a bank transfer, he/she/it may be charged with a commission taken by a payment system's operator.
 9. If a Customer pays for the Prints after the deadline specified in clause 6 above:
 - 1) these Prints may become unavailable,
 - 2) Sinterit may withdraw from the agreement, provided that Sinterit informed the Customer about the withdrawal within 30 days upon receipt of the late payment,
 - 3) shipping time or price of Prints may be changed; in such a case performance of the agreement shall be dependent upon the acceptance by the Customer of the new terms.

§ 9 Shipping Prints

1. Shipping of the Prints takes place in a manner chosen by a Customer from options made available by the Company (if there is more than one option).
2. Shipping options and costs may vary depending on a place where Prints are to be delivered.
3. Shipment of Prints shall be carried out under the EX Works rules (10/B3 Nad Drwińa Street, 30-741 Cracow or other Sinterit warehouse in Poland) defined in the International Commercial Terms (INCOTERMS 2010), but Sinterit may clear Prints for export and organize transport of them if the Parties agreed so (however the Customer bears costs and risk of it, including but not limited to a situation if a Customer misinformed Sinterit about documents needed to custom clearance in his/her/its state or territory). In case of Consumers, the risk of accidental damage or loss of the Prints shall pass to them in a moment of Prints delivery, unless Sinterit had no influence on the choice of carrier by the buyer - in such a case the risk mentioned above shall pass to the buyer upon handover of Prints to the carrier.
4. Shipping of the Prints takes place upon complete payment, unless the Parties agreed otherwise.
5. Sinterit informs a Customer about estimated shipping time of Prints while sending an offer. Shipping time shall start from the day of receipt of payment, unless the Parties agreed otherwise.
6. In some cases, the deadline for sending the Prints to a Customer may be extended by more than 1 week and the Customer will be informed immediately. In such a

case, the Customer has the right to withdraw from the agreement and receive the refund of the price of the Prints, without the right to interest (unless Prints have been ordered by a Consumer).

7. In some cases, shipping costs of Prints may be higher than those indicated in the offer. In such a case, a Customer will be informed immediately of the need to make the appropriate payment within 5 working days; if the Customer refuses or fails to make the payment, Sinterit has a right, within 30 days, to cancel the offer or withdraw from the agreement and return the paid Product price to the Customer within the next 5 working days, without interest.

§ 10 Performance and shipping Restriction

1. The Company will refuse to manufacture and send Prints if this is forbidden by Polish or international laws, including but not limited to the sanctions regarding given territories or persons.
2. The Company may refuse to manufacture and send Prints at its own discretion, including but not limited to a situation if, in the opinion of Sinterit:
 - 1) Prints could be offensive or abusive, or violate common decency or religious feelings,
 - 2) Prints could be used for a purpose or in a way forbidden by the applicable laws, or
 - 3) provision of Prints could be a breach of the applicable laws.
3. A Customer submitting an order declares that:
 - 1) he/she/it is not located in the country or territory where provision of Prints is sanctioned by any laws, including but not limited to Polish, EU, US or international laws,
 - 2) he/she/it has no legal seat or domicile in the aforementioned country or territory,
 - 3) he/she/it is not a person to whom the export of Prints is forbidden,
 - 4) he/she/it will not use Products for a purpose or in a way forbidden by the applicable law and
 - 5) files of Prints do not (and Prints will not) violate any applicable laws, including but not limited to intellectual or industrial property laws.

§ 11 Responsibility towards Customers

1. Products complaint procedure is conducted in Polish or English.
2. Without prejudice to other provisions of these Terms & Conditions, the Company's liability to Customers is governed by applicable Polish laws, in particular by the Civil Code of 23rd April, 1964. Without prejudice to the other provisions of these Terms & Conditions, the Company is obliged to deliver Prints without defects. A Non-Consumer may fill a complaint about Products by sending an email to complaints@sinterit.com and Consumer also by sending a statement to the Company's registered office address. The Company shall inform the Consumer about the manner of handling the complaint in the form chosen by the Consumer to contact the Company; in any case the Company

may, next to it or - if the Consumer has given his/her consent – instead of it, provide the relevant information with other available means.

3. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, ANY LIABILITY OF THE COMPANY OTHER THAN THAT RESULTING FROM WARRANTY DESCRIBED IN § 12 BELOW AND THE MANDATORY PROVISIONS THAT CANNOT BE CHANGED BY THESE TERMS & CONDITIONS SHALL BE EXCLUDED. IT MEANS THAT IN THE CASE OF NON-CONSUMERS LIABILITY RESULTING FROM, INCLUDING BUT NOT LIMITED TO, ART. 556-576 OF POLISH CIVIL CODE, AS WELL AS LIABILITY FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE COMPANY'S LIABILITIES SHALL BE EXCLUDED, EXCEPT FOR SINTERIT'S WILLFUL MISCONDUCT.
4. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, ANY LIABILITY TOWARDS CONSUMERS OUTSIDE THE EUROPEAN UNION SHALL BE EXCLUDED, EXCEPT FOR THE WARRANTY DESCRIBED IN § 12 BELOW. IN THIS CASE ANY APPLICABILITY OF POLISH AND EUROPEAN CONSUMER LAWS SHALL BE EXCLUDED.
5. NOTWITHSTANDING ANY OTHER PROVISION OF THIS TERMS & CONDITIONS, TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE FOREGOING LIABILITY OF THE COMPANY (NO MATTER UNDER WARRANTY OR ON ANY OTHER BASE) IS EXCLUDED:
 - 1) EXCEEDING THE PRICE PAID BY THE CUSTOMER FOR A DEFECTIVE PRINT,
 - 2) FOR COSTS INCURRED BY THE CUSTOMER IN CONNECTION WITH CONCLUSION OF THE SALE AGREEMENT AS WELL AS STORAGE OR INSURANCE OF PRINTS,
 - 3) FOR DAMAGES OF PROPERTY CAUSED BY THE DEFECT OF THE PRINTS,
 - 4) FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY REASON, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS OR OPPORTUNITY, LOSS OF USE OR ANY ANCILLARY COSTS CONNECTED WITH THE PRINT FAILURE.
6. Nothing in these Terms & Conditions does eliminate exclusions and limitations of the Company's liability under applicable law.

- 7.
8. The Company does not provide for a general possibility of alternative dispute resolutions to handle Consumers claims, but any request made by a Consumer in this regard will be considered on individual basis.
9. Any repair or replacement or other acts made by Sinterit for the Customer after he/she/it lost the warranty or his/her/its other rights shall be deemed a manifestation of good will solely at Sinterit's discretion and not a legal obligation of Sinterit.

§ 12 Warranty

1. The Company grants to the Customers Nominative warranty against Prints physical defects, under the terms and conditions set forth in clauses 2-14 below.
2. Sinterit warrants that the Prints will be manufactured with due diligence and will substantially meet the features of a file sent by a Customer, within the current standards and limitations of SLS technology.
3. The Prints are for illustrative purposes only. The Company does not warrant any given mechanical properties. Sinterit does not warrant that the Prints will be fit for any particular purpose. A Customer shall inspect the Prints immediately upon the delivery and is solely responsible for their use.
4. A Customer shall notify Sinterit about any defect, that the Company is liable for according to the clause 2 above, within 14 days upon the delivery of the Prints.
5. The warranty does not cover any defects notified to Sinterit after the time limit specified in clause 4 above.
6. Sinterit's warranty does not cover, among others:
 - 1) defects resulting from a fact that the files of Prints sent by a Customer do not comply with the Sinterit guidelines,
 - 2) deformations and incompatibilities in the structure of the Prints caused due to the technology limitations,
 - 3) fitness of the Prints for a particular purpose,
 - 4) damages, abnormalities or malfunction caused by a Customer or any third party,
 - 5) damages, abnormalities or malfunction caused by inappropriate use, effects of force, insufficient or inappropriate maintenance or abnormal operating conditions, incorrect installation,
 - 6) normal wear and tear,
 - 7) damages, abnormalities or malfunction caused by dismantling, alterations or other changes of a Print by a Customer or any third party, made without a written consent of Sinterit,
 - 8) damages, abnormalities or malfunctions caused by or related to use of Prints other than for illustrative purposes only,
 - 9) damages, abnormalities or malfunctions in the Prints manufactured for a Customer's request

- after Sinterit informed him/her/it about the expected difficulties, limitations or flaws of the Prints,
- 10) damages, abnormalities or malfunctions the Company is not liable for, according to the applicable law.
7. The Company shall deal with complaints within 30 days, and, if completing the complaint by the Customer is necessary (e.g. by providing additional necessary information or making the Print available to the Company's inspection) the above mentioned deadline may be extended.
8. If the Customer complaint is admitted by Sinterit, the Company will remove the physical defects of the Print by its replacement or repair, or refund or reduce the price paid for the Print.
9. Choice of how to remove the defect of the Print (by its replacement, repair or reduction/refund of price) belongs to the Company.
10. Subject to clauses 11 and 12 below, if the defective Print is to be replaced or repaired or the Customer is to be reimbursed for the Print price, the Customer is obliged to pack the defective Product in such a way as to protect it from damage and return at the expense of the Company to the place from which the Print was sent to the Customer or to another location designated by the Company upon receipt of the complaint, at the Company's discretion. The Customer is obliged to use a carrier indicated by the Company, unless the Parties have agreed otherwise.
11. In case of sales outside the European Union, costs of delivering the Prints to Sinterit and back, if necessary for repairs or replacement, may be charged to the Customer, at Sinterit's discretion.
12. Instead of sending a defective Print to the Company, Sinterit may order the Customer to utilize it.
13. The complaint procedure is conducted in Polish or English.
14. THE PRINTS ARE PROVIDED TO A CUSTOMER "AS AVAILABLE" AND SAVE FOR THE WARRANTY DESCRIBED ABOVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SINTERIT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. Sinterit may offer extended warranty available for an extra charge. If it is purchased, the coverage above will extend for an additional time to run consecutively after the initial warranty.

§ 13 Indemnification

Except for Sinterit willful misconduct, a Customer shall indemnify, protect, defend and hold harmless the Company

from and against any and all claims, losses, damages, penalties, fees, expenses and liabilities arising out of, involving or in connection with the use of Prints.

§ 14 Withdrawal from an agreement

1. A Consumer from the European Union has the right to withdraw from the Prints sale agreement, without giving any reason. To the extent permitted by the applicable law any applicability of Polish and European consumer laws shall be excluded towards persons from outside the EU.
2. The period for withdrawal from the Product sale agreement shall expire 14 days after the date when the Consumer took possession of the Prints or when a third party designated by the Consumer, other than a carrier, entered into the possession of the Prints.
3. In order to exercise the right to withdraw from the Prints sale agreement, the Consumer must inform the Company of his or her decision to withdraw from the agreement, by a clear statement - sending a letter to the postal address of Sinterit or an email to withdrawal@sinterit.com.
4. The Consumer may use a [template](#) of the withdrawal model form, however this is not mandatory.
5. To maintain the withdrawal deadline, it is sufficient that information concerning exercise of the right of withdrawal is sent before the expiry of the withdrawal period.
6. Subject to clause 11 below, in the event of withdrawal, the Company will reimburse the Consumer with all payments received from him/her, including delivery costs of the Prints (except for the additional costs resulting from the choice by the Consumer of shipping method that is not the cheapest one among the options offered by the Company). Reimbursement shall be done immediately, but in any event no later than 14 days from the date when the Company was informed of the Consumer's decision to exercise the right of withdrawal.
7. The Company may refrain from reimbursing payments received from the Consumer until Sinterit receives the Prints back or the Consumer provides proof of their return to the Company, whichever occurs first.
8. The Company will use the same payment method as used by the Consumer in the original transaction unless it is impossible or the Consumer has explicitly agreed otherwise; in any case, the Consumer will not incur any charges in connection with this reimbursement.
9. The Consumer is obliged to deliver the Prints to the Company immediately but no later than within 14 days of the date on which he/she has withdrawn from the Prints sale agreement, unless the Company has offered to receive the Prints itself. To keep the deadline, the Consumer only needs to send the Prints before the deadline expires.
10. The Consumer bears direct costs of returning the Prints to the Company, at: 10/B3 Nad Drwiną, 30-741 Cracow.
11. The Consumer is responsible for the reduced value of the Prints resulting from their use beyond the scope

necessary to establish the nature, characteristics and performance of the Product.

§ 14 Personal data

Personal data is processed under the terms and conditions set out in the [Privacy Policy](#) and other documents published on the Website that complement or specify the Privacy Policy.

§ 15 Information release

1. Sinterit may, without an obligation to obtain a separate permission and without paying any remuneration, release information about sale of the Prints to the Customers other than natural persons, including but not limited to: on the Website, in commercials and other informational, promotional or marketing materials about Sinterit.
2. Information release may include both a name of a Customer and its trademark/logo.
3. To the extent necessary to ensure that Sinterit may exercise its rights described in clauses 1 and 2 above, a Customer grants Sinterit a non-exclusive, royalty-free license (hereinafter referred to as: the "License") to use Customer's name and trademark/logo (hereinafter jointly referred to as: "Works") in the following fields of exploitation:
 - 1) within the scope of fixation (recording) and reproduction (multiplication) of Works – making copies of Works by a specific technique, including printing, reprographic, magnetic record and digital technique,
 - 2) within the scope of trading in the original or copies on which Works covered by the License were recorded - the introduction into circulation, rendering for use or rental of the original or copies,
 - 3) within the scope of dissemination of Works in a manner other than that specified in point 2) above – dissemination in the press, television, radio and the Internet, as well as in mobile telephony, and all other public performance, exhibition, projection, reproduction, broadcasting and re-broadcasting as well as making a Work available to the public in such manner that everybody could have access to it at a place and time chosen by himself/herself/itself.
4. The Customer ensures that persons who have moral rights to Works will not exercise them in a way that could hamper Sinterit to exercise its rights set out in clauses 1-3 above.
5. The License is granted for the territory of the whole world (without territorial restrictions).
6. The License is granted for 15 years and a Customer shall extend it for further periods of 5 years on each Sinterit's request, without any remuneration.

§ 16 Final provisions

1. In matters not regulated in these Terms & Conditions, the provisions of Polish law, including but not limited to the Civil Code, and in the case of Consumers Consumer Rights Act as well, are applicable, subject to the exceptions set forth in the other provisions of these Terms & Conditions and with exclusion of conflict of law rules of private international law.

2. Subject to clause 3 below Polish law, with exclusion of conflict of law rules of private international law, is the applicable law that forms the basis for the Company's relations with Consumers and Non-Consumers before entering into any agreement, as well as the law that regulates conclusion and implementation of the above mentioned agreements and any disputes arising out of or relating to them.
3. In cases specified by mandatory laws in Poland that cannot be changed by these Terms & Conditions, a Consumer may be entitled to the protection granted to him/her on the basis of provisions which cannot be excluded by contract, under the law, which would be appropriate in the absence of the choice of Polish law.
4. Any action or proceeding arising from or relating to these Terms & Conditions, including but not limited to the purchase of Prints, shall be submitted to the jurisdiction of:
 - 1) in case of Non-consumers - a court competent for the legal seat of the Company or its legal successor,
 - 2) in case of Consumers, a court as defined by generally applicable law, unless choice of a court set forth in subclause 1) above is permitted.
5. Sinterit is entitled to transfer any or all of the rights or obligations under these Terms & Conditions to a third party without consent of a Customer, unless the law requires Consumer's consent.
6. Subject to the mandatory provisions that cannot be changed by the applicable law, transfer of any or all of the rights or obligations of a Customer under these Terms & Conditions to a third party requires consent of Sinterit.
7. The applicability of United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby explicitly excluded pursuant to article 6 thereof.
8. Any applicability of general terms and conditions or any other terms of contracts used by a Customer is hereby explicitly excluded.
9. The Company is entitled to amend these Terms & Conditions at any time, subject to the following provisions.
10. Matters concerning events arising prior to the change of these Terms & Conditions are considered on the basis of previously applicable rules, unless a User has agreed to the change.
11. In case one or more of the provisions set forth in these Terms & Conditions shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of these Terms & Conditions shall not in any way be affected or impaired thereby. The invalid or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.