

**THE TERMS AND CONDITIONS OF SERVICES  
BEING PROVIDED ELECTRONICALLY BY SINTERIT  
ADOPTED ON NOVEMBER 30<sup>th</sup>, 2018**

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

- 1) **Care Plan** - service under which - on the terms and conditions specified in [this](#) document that is implemented here by reference - the Company makes prints for the Customer when it can not use its own Printer,
- 2) **Cart** - an item in the Website displaying Products and Care Plans selected by a Customer who intends to purchase them;
- 3) **Company** or **Sinterit** – Sinterit sp. z o.o. at 69/9 Kalwaryjska Street, 30-504 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 78,350.00 (seventy eight thousand three hundred and fifty) zloty, e-mail: [weborders@sinterit.com](mailto:weborders@sinterit.com);
- 4) **Consumer** - a natural person entering into an agreement with the Company or its Partner to buy Products or to be provided with Care Plans, that are not directly related to economic or professional activities of that person;
- 5) **Customer** - Consumer or Non-Consumer buying Products or Care Plans;
- 6) **European Union** or **EU** - European Union excluding special member states territories;
- 7) **Nominative warranty** – warranty granted to a Customer but not to its legal successors;
- 8) **Partners** - distributors of Sinterit or other persons or entities cooperating with the Company in the sale of Products or Care Plans;
- 9) **Printers** – devices being sold by Sinterit, together with software included, printing 3D objects in selective laser sintering technology;
- 10) **Products** - products presented on the Website;
- 11) **Samples** - samples of printouts provided to Customers or potential Customers from time to time, at Sinterit's discretion and according to the arrangements with an interested person (for agreed payment or free of charge);
- 12) **User** – a visitor to the Website;
- 13) **Website** - the website of [sinterit.com](http://sinterit.com), where the Company informs about its business activity, contacts potential customers, as well as sells its Products and Care Plans;
- 14) **Working days** - days from Monday to Friday excluding bank holidays in Poland.

**§ 2 Subject of the Terms & Conditions.**

1. These Terms & Conditions specify in particular:
  - 1) types of services being provided by the Company by electronic means,

- 2) terms and conditions of services being provided by the Company by electronic means, including:
  - a) technical requirements necessary for cooperation with IT system used by the Company,
  - b) prohibition on supplying unlawful content by Users,
- 3) terms and conditions of concluding and resolving agreements on services being provided by electronic means,
- 4) complaint procedure.

**§ 3 Services being provided by the Company by electronic means**

1. Company provides Users, through the Website, with e-commerce service that is on-line sale of Products, and offers them the possibility to enter into an agreement with Sinterit on provision of Care Plan (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" Care Plan).
2. Products and Care Plans are available through the Company online store at [sinterit.com](http://sinterit.com).
3. User 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](mailto:weborders@sinterit.com).

**§ 4 Technical requirements.**

1. Use of the Website and purchase of Products and Care Plans 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 Internet Explorer, released no later than 01/10/2017,
  - 3) having an active email account,
  - 4) accepting Cookies.
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.

**§ 5 Prohibition of the provision of unlawful content.** It is forbidden to provide unlawful content in any form (e.g. in email messages or opinions).

**§ 6 User's account registration**

1. Account registration is not required to purchase Products or Care Plans, but allows Customers to do next shopping without need to re-enter his/her/its data, except for the login and the password.

2. Registration is completed upon completing the form on the Website and agreeing to these Terms & Conditions and [Privacy Policy](#).
3. Upon activation of the account, an agreement on free maintenance of a User's account is concluded between a User and the Company.
4. The agreement referred to in clause 3 above may be terminated by the User at any time and with immediate effect, by sending a termination statement to the Company.
5. Provisions referred to in clauses 1-4 above shall come into force upon introduction by Sinterit appropriate functionality to register User's accounts.

#### **§ 7 Agreements on Sale of Products or Care Plan**

1. Displaying Products or Care Plan on the Website to enable Customers to place orders (to make Customers able to add Products or Care Plan into the Cart) is an offer to sell.
2. Information on Products or Care Plan, if accompanied by a message of non-availability of such Products or Care Plan or by any other similar message e.g. about need to contact Sinterit sales team, shall not be deemed an offer to sell, but only invitation to tender.
3. Confirmation of receipt of an offer by a Customer does not imply acceptance of the offer, but makes Sinterit bound by the offer until the Company can receive the Customer's response without unreasonable delay in the normal course of business transaction.
4. Subject to clause 5 below, once all the following conditions have been met:
  - 1) Products or Care Plan that a Customer wants to buy have been added to the Cart,
  - 2) a Customer has made a statement as to whether he/she/it is exempt from paying VAT,
  - 3) the Customer has accepted Terms & Condition and Privacy Policy,
  - 4) the Customer has chosen a method of payment and shipping,
  - 5) the Customer has provided Sinterit with data necessary for performance of an agreement by the Company, i.e. company name or name and surname of the Customer, address of delivery and (if the Customer expresses the will to receive an invoice or its issuance is necessary for legal or tax reasons) data necessary to issue an invoice, as well as an e-mail address and telephone number, unless the above data is already in possession of the Company, as the Customer purchases as a registered User - in this case only the confirmation of validity of data is required,
  - 6) the Customer has confirmed intention to purchase the Products or Care Plan (as applicable) by clicking the "Buy and pay" button,
  - 7) complete payment for Products or Care Plan (as applicable) has been done

there is the agreement on sale of Products or Care Plan (as applicable) between the Customer and the Company concluded.

5. In case of purchase of a Printer or set of Products including the Printer, the acceptance by a Customer of

Sinterit license to use Printer software is an additional requirement to enter into the agreement.

6. Once the Customer has entered data necessary to conclude the agreement, it is displayed in one place so that the Customer may verify its correctness and correct any errors.
7. Conclusion of an agreement with the Customer is fixed in the Company's IT system.
8. The Company takes appropriate steps to safeguard contents of an agreement, in particular by backing up the Website and Customer order's details.
9. Once the Customer's order is received, Sinterit sends its details to the Customer, to the e-mail address provided by him/her/it.
10. At the Customer's request, Sinterit shall immediately provide him/her/it with a copy of these Terms & Conditions, by electronic means.
11. Sinterit is bound by the offer (the offer is valid) as long as the relevant information is available on the Website, subject to clause 3 above and clause 12 and 13 below.
12. 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 prices of Products and Care Plan.
13. Changes made pursuant to clause 13 above does not affect Products and Care Plans already purchased or pre-ordered by the Customer, provided that the payment for them is finalized within maximum of 5 working days after order having been placed via the Website.
14. An agreement on sale of Products or Care Plans is concluded in English language.
15. Sinterit may differentiate its offer depends on whether a Consumer or Non-Consumer buys a Product.
16. Sinterit may cancel (refuse to perform) the order or withdraw from an agreement on sale of Products or Care Plans, provided that Sinterit informed the Customer about it within 14 days upon receipt of the order.
17. Provision of subclause 16 above applies among others to the situation where a Consumer ordered or bought a Product addressed to Non-Consumers.

#### **§ 8 Prices and payments**

1. Prices of Products are displayed on the Website once a Customer chooses a place of delivery of Products.
2. Prices of Products are based on a place of delivery and not on other Customer's addresses such as a place of residence or a place of business.
3. Prices of Products and Care Plans do not include:
  - 1) packing, delivery and insurance costs (applicable to Products);
  - 2) import duties and taxes payable by a Customer in accordance with the applicable laws applicable, subject to clause 5 below.
4. A Customer submitting an order declares whether Products and Care Plan ordered are exempt from obligation to pay VAT, and if yes – the Customer shall provide Sinterit with his/her/its VAT-EU number.

5. Customers who are not exempt from obligation to pay VAT will be charged of this tax; it will be added to the price of Products and Care Plans.
6. Should it appear, as a result of verification made by Sinterit, that a Customer does not benefit from the exemption referred to in clause 4 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 and return the payment to the Customer within 14 working days; the payment may be reduced of transfer fees and exchange rate differences. Sinterit is not obliged to pay interest on the amount refunded.
7. Payment for Products and Care Plans shall be made in a manner chosen by a Customer from options made available by the Company (if there is more than one option), within 5 days of placing an order.
8. Bank transfer shall be made in such a way that Sinterit does not bear any costs associated with it.
9. If a Customer uses a form of payment other than a bank transfer, prices may be increased by a commission charged by a payment system operator.
10. If a Customer pays for Products or Care Plans after the time limit specified in clause 7 above:
  - 1) these Products or Care Plans may be unavailable,
  - 2) shipping time or price of Products or Care Plans may be changed,
  - 3) Sinterit may withdraw from the agreement, provided that Sinterit informed the Customer about the withdrawal within 14 days upon receipt of the late payment.

#### **§ 9 Shipping Products**

1. Shipping of Products 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 Products are to be delivered.
3. Shipment of Products shall be carried out under the EX Works (20G Rzemieślnicza Street, 30-363 Cracow or other Sinterit warehouse in Poland) rules defined in the International Commercial Terms (INCOTERMS 2010), but Sinterit may clear Products 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, risk of accidental damage or loss of Products shall pass to them in a moment of Product hand over.
4. Sinterit informs a Customer before placing an order about estimated shipping time of Products that shall start from the day of receipt of payment.
5. In exceptional cases, deadline for sending Products to a Customer may be extended by more than 2 weeks and the Customer will be informed immediately. In such a case, the Customer has the right to cancel the order and receive the refund of the price of the

Products, without the right to interest (unless Products have been ordered by a Consumer).

6. In exceptional cases, shipping costs of Products may be higher than those stated on the Website. 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 to cancel the order and return the paid Product price to the Customer within the next 5 working days, without interest.

#### **§ 10 Shipping Restriction**

1. The Company does not send Products to any country or territory covered by an embargo on the basis of Polish or international laws.
2. A Customer submitting an order declares that he/she/it:
  - 1) is not located in the abovementioned country or territory,
  - 2) has no legal seat or domicile in the aforementioned country or territory,
  - 3) is not a person to whom the export of Products is prohibited.
3. Availability of Products and Care Plans in countries and territories other than those referred to in clause 1 above is presented on the Website and may be subject to change.

#### **§ 11 Responsibility towards Customers**

1. Products complaint procedure is conducted in Polish or English.
2. Subject to clauses 3-4 below and § 19 clause 4 below the Company's liability to Customers is governed by applicable Polish laws, in particular by the Civil Code of 23<sup>rd</sup> April, 1964.
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 in case of Non-Consumers among others liability resulting from 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 is 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 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,

- 2) costs incurred by the Customer in connection with conclusion of the sale agreement as well as storage and/or insurance of Products,
- 3) for damages of property caused by the defect of the Product,
- 4) for loss of profits,
- 5) for incidental, indirect, consequential damages.
6. Provisions of clauses 3-5 above do not eliminate exclusions and limitations of the Company's liability under applicable law.
7. 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.
8. 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 Customers Nominative warranty against Product physical defects, under the terms and conditions set forth in clauses 2-13 below.
2. Sinterit is responsible for physical defects of a Product disclosed and reported by a Customer within 12 (twelve) months from the date of delivery of the Product to the Customer.
3. Sinterit's warranty does not cover, among others:
  - 1) damages, abnormalities or malfunction caused by a Customer or any third party,
  - 2) damages, abnormalities or malfunction caused by inappropriate use, effects of force, insufficient or inappropriate maintenance or abnormal operating conditions, incorrect installation, inadequate servicing,
  - 3) normal wear and tear, including but not limited to replaceable infrared heaters, laser's protection glass, recoater's transmission cable – short, recoater's plain rotary bearings, recoater's plain linear bearing,
  - 4) damages, abnormalities or malfunction caused by dismantling, alterations, tuning or other changes of a Product by a Customer or any third party, made without a written consent of Sinterit,
  - 5) damages, abnormalities or malfunctions caused by or related to use of other consumables than those being supplied by Sinterit,
  - 6) damages, abnormalities or malfunctions caused by or related to use of Product against instructions/manuals or safety regulations,
  - 7) damages, abnormalities or malfunction caused by incompatibility of Customer software and Sinterit software or for any malware,

- 8) damages, abnormalities or malfunctions the Company is not liable for, according to the applicable law.
4. The Company shall deal with complaints within 30 days, where, if completing the complaint by the Customer is necessary (e.g. by providing additional necessary information or making the Product available to the Company's inspection) the above mentioned deadline may be extended.
5. If the Customer complaint is admitted by Sinterit, the Company will remove the physical defects of the Product by its replacement or repair at the Customer, at the Company's premises or at its Partner's premises, or send spare parts to the Customer, or refund or reduce the price paid for the Product.
6. Choice of how to remove the defect of the Product (by its replacement, repair, dispatch of spare parts or reduction/refund of price) belongs to the Company.
7. The Customer is obliged to enable the Company to carry out the repair of the Product at the place where the Product is located, if the Company chooses to remove such defects in that way.
8. Subject to clauses 9 and 10 below, if the defective Product is to be replaced or repaired at the Company's premises or at its Partner's premises or the Customer is to be reimbursed for the Product 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 Product was sent to the Customer or to another location designated by the Company upon receipt of the complaint, at the Company's discretion. If the Product has been shipped to a Customer on a pallet or in a flight case package, it should be returned in the same way. The Customer is obliged to use a carrier indicated by the Company, unless the Parties have agreed otherwise.
9. In case of sales outside the European Union, costs of delivering the Products to Sinterit and back, if necessary for repairs or replacement, may be charged to the Customer, at Sinterit's discretion.
10. Instead of sending a defective Product to the Company, Sinterit may order the Customer to utilize it.
11. A Customer loses the warranty rights provided above if it has not examined the Product within 14 days of its receipt and did not notify the Company of the defect within the same time limit, and if the defect was revealed later - within 14 days after the Customer found out about the defect.
12. The complaint procedure is conducted in Polish or English.

### **§ 13 Withdrawal from an agreement**

1. A Consumer from the European Union has the right to withdraw from the Product sale agreement or Service 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 Product or when a third party other than a carrier and designated by the Consumer entered into the possession of the Product.
3. The period for withdrawal from the Service agreement shall expire 14 days after conclusion of this agreement.
4. In order to exercise the right to withdraw from the Product sale agreement, the Consumer must inform the Company of his or her decision to withdraw from the agreement, by a clear statement - by sending a letter to the address of Sinterit or by sending an email to [withdrawal@sinterit.com](mailto:withdrawal@sinterit.com).
5. In order to exercise the right of withdrawal from Service agreement, the Consumer must inform the Company or the Partner who is to execute the Service of his/her decision to withdraw from the agreement, by a clear statement - by sending a letter to the address of the seat of Sinterit or the Partner or by sending an e-mail to: [withdrawal@sinterit.com](mailto:withdrawal@sinterit.com) or Partner's email address.
6. The Consumer may use a [template](#) of the withdrawal model form, however this is not mandatory.
7. 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.
8. Subject to clauses 9, 14 and 15 below, in the event of withdrawal, the Company will reimburse to the Consumer all payments received from him/her, including delivery costs of the Product (except for the additional costs resulting from the choice by the Consumer of shipping method that is not the cheapest one among from 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.
9. The Company may refrain from reimbursing payments received from the Consumer until Sinterit receives the Products back or the Consumer provides proof of their return to the Company, whichever occurs first.

10. 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.
11. The Consumer is obliged to deliver the Products to the Company immediately but no later than within 14 days of the date on which he/she has withdrew from the Product sale agreement, unless the Company has offered to receive the Products itself. To keep the deadline, the Consumer only need to send the Products before the deadline expires.
12. If the Consumer has received the Product on a pallet and/or in a flight case, he/she should return the Product in the same way, i.e. on the pallet and/or in the flight case.
13. The Consumer bears direct costs of returning the Products to the Company, at: 20G Rzemieślnicza Street, 30-363 Cracow.
14. The Consumer is responsible for reduced value of the Product resulting from its use beyond the scope necessary to establish the nature, characteristics and performance of the Product.
15. Should a Consumer claim to have the Service commenced before the expiration of the withdrawal deadline, the Consumer shall bear the costs associated with it, for the period before the withdrawal.

### **§ 14 Newsletter**

1. The Company offers Users an opportunity to receive commercial and promotional information in Newsletter, sent by e-mail.
2. A User who gave his/her consent to receive Newsletter may revoke this consent at any time by sending relevant information to the Company at the address of its registered office or at: [contact@sinterit.com](mailto:contact@sinterit.com) or by clicking on the "Unsubscribe" field at the bottom of each Newsletter.
3. Upon receipt of the information referred to in clause 2 above, the Company ceases sending Newsletter without delay, taking into account time necessary to remove the User's data from the IT system.
4. Newsletter is a service provided through an unspecified time and the Company may at any time cease its transmission.

### **§ 15 Personal data**

Personal data is processed under the terms and conditions set out in [Privacy Policy](#).

### **§ 16 Complaints about User's account or Newsletter**

1. All complaints regarding operation of User's account or Newsletter may be submitted in writing to the Company's registered office address or by email to [complaints@sinterit.com](mailto:complaints@sinterit.com).
2. The Company shall process the complaint within 14 days of its notification and inform the User about the

result of the complaint to the postal address or e-mail address provided to the Company.

#### **§ 17 Information release**

1. Sinterit may, without an obligation to obtain a separate permission and without paying any remuneration, release information about sale of Products 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 subclauses 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 subclauses 1 and 2 above.
5. The License is granted for the territory of 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.

#### **§ 18 Manuals**

1. Before operating a Product, a Customer is obliged to familiarize himself/herself/itself with a Product's manual/instruction of use.
2. Use of a Product contrary to the manual/instruction of use results in loss of warranty.

#### **§ 19 Final provisions**

1. These Terms & Conditions apply accordingly to samples of printouts.
2. 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.

3. Subject to clause 4 below Polish 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.
4. 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.
5. Any action or proceeding arising from or relating to these Terms & Conditions, including but not limited to the purchase of Products and Care Plans, 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.
6. 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.
7. 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.
8. The applicability of United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby explicitly excluded pursuant to article 6 thereof.
9. Any applicability of general terms and conditions or any other terms of contracts used by a Customer is hereby explicitly excluded.
10. The Company is entitled to amend these Terms & Conditions at any time, subject to the following provisions.
11. Changes to these Terms and Conditions regarding Newsletter require the consent of the User who is subscribed to it. Failure to do so will result in the termination of sending Newsletter to the User, who has not agreed to the changes.
12. 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.
13. 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.