

**TERMS AND CONDITIONS OF "CARE PLAN" SERVICE  
OFFERED BY SINTERIT SP. Z O.O. IN ITS ONLINE SHOP  
AND BY SINTERIT DISTRIBUTORS  
ADOPTED ON DECEMBER 5th, 2018**

**§ 1 Glossary**

The following terms has following meanings:

1. **Company** or **Sinterit** - Sinterit sp. z o.o. based in (30-504) Cracow, 69/9 Kalwaryjska Street, entered into the Register of Businesses kept by the District Court for Kraków-Śródmieście in Cracow, XI Commercial Division of the National Court Register under KRS No. 535095, having NIP (tax identification number) 6793106416 and REGON (statistical number) 360309767, with a share capital of 78,700 (seventy eight thousand seven hundred) zlotys,
2. **Printer** - Sinterit Lisa printer or Sinterit Lisa Pro printer, offered by the Company,
3. **Client** - owner of a Printer other than a Distributor and who is not a Consumer,
4. **Consumer** - a natural person making a legal transaction with an entrepreneur not directly related to its business or professional activity,
5. **Distributor** - a person or an entity that deals in the sale of the Company's products on the basis of a contract concluded with Sinterit,
6. **Care Plan** - Sinterit service, under which - on the terms specified in this document - the Company makes prints for a Client when he/she/it cannot use its own Printer,
7. **Sinterit Studio** - software installed on a Printer by Sinterit, used to operate the Printer and prepare printouts,
8. **Business days** - days from Monday to Friday excluding bank holidays in Poland.

**§ 2 General terms of the Care Plan**

1. This document, hereinafter referred to as the "CPTC" regulates the rights and obligations of a Client and Sinterit resulting from the Care Plan.
2. In case of Consumers interested in the Care Plan, the terms and conditions of the Care Plan agreement are determined individually.

**§ 3 The material scope of the Care Plan**

1. Every time these CPTC say about, depending on context, "sale" or "purchase" of or "buying" the Care Plan it means an agreement with Sinterit on provision of the Care Plan.
2. Company decides - through its offer presented in Sinterit online store - whether the Care Plan can be purchased only with a Printer or alone and if the latter option is possible, it applies only to Printers purchased after June 30, 2018.
3. A Client may not purchase the Care Plan from a Distributor in other options than presented in Sinterit online shop.
4. The rights under the Care Plan are available during repair or replacement of the Printer, if:
  - 1) Sinterit or Distributor is liable for repair or replacement of the Printer,
  - 2) Sinterit undertook a paid repair of the Printer.

3. The rights under the Care Plan do not apply in case of a breakdown or problems with Sinterit Studio, including but not limited to damage of a carrier with the software or in case of uncomplicated failures of a Printer that can be removed by a Client, e.g.
  - 1) small infrared heater replacement,
  - 2) recoater's short transmission cable replacement,
  - 3) casing's screws tightening,
  - 4) masking plates alignment,
  - 5) top casing's handle loosening.
4. Sinterit technical department decides about the possibility of self-repair of a Printer by a Client.
5. Care Plan is assigned to a specific Printer identified by its serial number.
6. Care Plan starts when:
  - 1) it is paid by a Client or a Distributor from whom the Client bought the Care Plan - if it was bought to the Printer being already in the possession of the Client or the Distributor;
  - 2) a Printer to which it is assigned is sent to a Client or to a Distributor who is to deliver the Printer to the Client - if the Care Plan was bought together with the Printer.

#### **§ 4 The obligation to register by a Client**

1. Within 4 weeks from the beginning of the Care Plan, a Client is obliged to register on the Sinterit website <https://www.sinterit.com/careplan-register-your-printer/> through a form provided for this purpose, providing his/her/its data allowing identification and accepting these CPTC under which the Care Plan is provided (the "Registration").
2. Requirement of acceptance of these CPTC during the Registration applies if Sinterit requests so. Sinterit may request it first of all from the Clients buying Care Plans from Distributors, but also if a Client bought a Care Plan in Sinterit online shop.
3. No Registration by the date specified in clause 1 above causes that Sinterit may refuse to realize Client's rights under the Care Plan.

#### **§ 5 Period and territory of validity**

1. Care Plan lasts 52 weeks from the date indicated in respectively § 3(6)(1) or (2) above, which means that the last printouts can be made by Sinterit no later than 365 days after this date, provided that Client's Printer has been qualified by the Sinterit technical department for repair or replacement for this time.
2. At most two Care Plans may be purchased for one Printer and the second Care Plan, regardless of the date of its start, ends up 104 weeks after the start of the first Care Plan.
3. Sinterit may at any time cease offering Care Plan.
4. Sinterit sends prints made for the Client only within the territory of the European Union, excluding its special territories.

#### **§ 6 Activation and deactivation of entitlements under the Care Plan**

1. Sinterit technical department decides whether the Care Plan should be launched, also when a Distributor or a third party repairs or exchanges a Printer.
2. Rights under the Care Plan are activated when the Printer is delivered for repair or replacement approved by the Sinterit technical department, but not earlier than upon Client's Registration.

3. Rights under the Care Plan are deactivated when the Printer is handed over for return shipment to the Client.
4. Client may deliver files for printing no more than once a week, which means that if he/she/it needs more than one printout per week he/she/it should send at once all the files to be performed for the whole week.
5. Sinterit sends printouts maximally once a week.
6. Last printouts are sent together with the repaired or replaced Printer.
7. Shipping time is not covered by the Care Plan.

## **§ 7 Technical issues**

1. Provision of a correct STL file for printing, which is openable in Sinterit Studio software, lies with a Client.
2. The number of printouts ordered by the Client to be carried out by Sinterit must not exceed the speed and efficiency of a Printer being repaired or replaced.
3. The parameters and printing capabilities are the same as when using the Printer that is repaired or replaced.
4. Printouts cannot be of that kind that the time of their preparation and execution is longer than the time of repair / replacement of the Printer.
5. Preparing for printing and starting printing take place only on business days, in the normal working hours of Sinterit employees.
6. If the Client orders printouts from various materials, he/she/it accepts that performance of printouts will be separated by one full working day to clean the Printer and prepare it for work on another material.
7. It is assumed that the preparation of ready printouts for shipment, i.e. cleaning, sanding and packaging takes one business day.
8. Sinterit only prints using its own materials in the regular offer, i.e. sold by Sinterit and not marked as experimental), which the Client has already acquired in the past (if requested by Sinterit, the Client will document this fact if he/she/it purchased material from other sources than the Company).
9. If Sinterit finds a defect in the STL file, the Company will call the Client to provide the correct data and after obtaining it, it will start preparing the printout.
10. Sinterit's liability for file defects is excluded to the maximal extent permitted by applicable law.

## **§ 8 Contact**

A Client should address all matters related to the Care Plan, in particular the request for printouts, to the following address: [support@sinterit.com](mailto:support@sinterit.com).

## **§ 9 Compliance with regulations and generally applicable rules and standards**

1. Printouts must not violate applicable laws and generally applicable rules and standards, as well as Sinterit` or third parties` rights.
2. Sinterit has the right to refuse to execute a printout if it has doubts about the issues referred to in clause 1 above or when it suspects that a file may cause damage to the hardware or software, e.g. due to viruses.

3. Client is obliged to release Sinterit from all liability for physical and legal defects of files and their non-compliance with clause 1 above (hereinafter referred to as: "Defects"), as well as any other liability related to this.
4. A Client is obliged to cover all damages incurred by Sinterit in connection with the Defects, including but not limited to penalties, compensation and legal assistance costs.

#### **§ 10 Transfer of the Care Plan**

1. Care Plan may not be transferred to another Printer without Sinterit consent, but can be disposed together with the Printer to which it is assigned.
2. "Disposing" Care Plan means that the rights envisaged in the Care Plan are transferred to a person who acquires the Printer from a Client (a "Purchaser").
3. The Purchaser of the Printer with Care Plan may use it under the condition of Registration within 1 week from the date of acquisition of the Printer.

#### **§ 11 Rules of liability**

1. Care Plan does not affect the rules of responsibility and relations between a Client and a Distributor and third parties, or between Sinterit and the Distributor and third parties.
2. The liability of Sinterit under the Care Plan is limited, to the extent permitted by applicable law, to the amount of its price received by Sinterit.
3. Notwithstanding the provisions of clause 2 above, to the extent permitted by the applicable law, Sinterit's liability for non-direct losses and lost benefits is excluded.

#### **§ 12 Final provisions**

1. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention of 1980) to the Care Plan is expressly excluded pursuant to art. 6 thereof.
2. The application of general terms and conditions or any other terms of contracts used by a Client is expressly excluded.
3. In matters not covered herein, the provisions of Polish law shall apply.
4. The law applicable to the Care Plan and all disputes arising on its basis shall be the Polish law.
5. Any disputes arising from or related to the Care Plan shall be submitted to the jurisdiction of a court competent for the legal seat of Sinterit or its legal successor.
6. Sinterit has the right to change CPTC at any time, provided that version accepted by the Client during Registration applies to this Client.
7. If the CPTC has changed between the Client's payment for the Care Plan and the date of his/her/its Registration (within the period specified in § 4(1) hereof), the Client has the right to demand that the CPTC valid at the time of payment for the Care Plan apply to this Client.
8. In case one or more of the provisions set forth herein 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 CPTC 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.