

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **DEFINITIONS**

In these General Conditions of Sale, the following words and expressions shall have the meanings ascribed to them below:

"The Company": 3DZ S.p.A., located in Castelfranco Veneto (TV), via dei Pini n. 32 (C.F. and P.IVA: 05142580264)

"The Site": the website [ww.3dzshop.com](http://ww.3dzshop.com);

"The Products": the products offered for sale on the Site;

"The User" or "the Users": the person(s) browsing the Site;

"The Customer": the person placing the order on the Site;

"The General Conditions": these general terms and conditions of sale;

"The Service": the online sales service of the Products through the Site;

"The Access Credentials": the e-mail address and password entered by the Customer during the registration procedure

### **COMPANY DETAILS AND CONTACT INFORMATION**

3DZ S.p.A. - Fiscal Code and VAT Number: 05142580264.

Registration with the REA n. 427910.

Address: via Dei Pini n. 32, 31033 - Castelfranco Veneto (TV);

e-mail: [info@3dzshop.com](mailto:info@3dzshop.com);

pec: [3dzspa@pec.it](mailto:3dzspa@pec.it);

telephone: 0423.1923070.

### **1. GENERAL PROVISIONS**

- a) The General Conditions apply to all sales of Products through the Site by the Company, to holders of a VAT/Tax file number who are engaging in activities related to the exercise of their business, trade, craft or profession.
- b) The Products belong to the category of 3D printers and scanners, including printing materials (so-called "consumables") and spare parts for 3D printers and scanners, branded by third parties.
- c) The Products are published on the Site along with their description and key features. Further information on the Products may be obtained by consulting the relevant Product Technical Sheets, which may be consulted and downloaded from the Site. In selecting each Product, the Customer acknowledges having read the relative Product Technical Sheet.
- d) The Customer releases the Company from any responsibility for any shortfall in the products in terms of quality or functionality, or related to compatibility or accessories that are not expressly indicated in the relevant Product Technical Sheet, or for any discrepancy between the Products and their appearance/image on the Site.
- e) The Company is, in any case, relieved from liability for the failure of the Products to meet the needs of the Customer, or to otherwise meet any purposes and objectives set by the Customer.
- f) The Customer assumes any and all responsibility both in relation to the choice of the Products, and in relation to the achievement of the objectives and results intended through the purchase and use of the Products, and, finally, in relation to the adequate technical expertise of its employees and/or collaborators.

### **2. REGISTRATION**

- a) It is possible to register on the Site by clicking on the link on the homepage, creating a 3DZ SHOP account and accepting the General Conditions. Failure to accept the General Conditions will make it impossible to register and make purchases on the Site.

- b) Once the registration procedure has been completed, the Customer will have their own account on the Site, which may be accessed by inserting the correct Access Credentials.
- c) Registration to the Site is free and reserved only for users with a VAT/Tax file number who are engaging in activities related to the exercise of their business, trade, craft or profession. Failure to enter the VAT/Tax file number will make it impossible to register and make purchases on the Site.
- d) The Company reserves the right to refuse, at its sole and absolute discretion, registration. In any case, registration does not imply the right to conclude sales contracts on the Site. In particular, the Company reserves the right not to accept orders that are anomalous in relation to the frequency of purchases or the quantity of products purchased.
- e) In order to register, the User must fill out the appropriate form by entering all the required data, including e-mail address and password, which will constitute the Access Credentials. The registration must be approved by the Company and will be confirmed by e-mail to the address provided by the Customer.
- f) The Customer guarantees that the information and data provided during the registration process are complete, correct and true. The Customer will indemnify and hold harmless the Company from any obligation to pay compensation, indemnification and any penalty arising from and/or in any way related to the violation by the Customer of the rules on registration to the Site, and in any case to the communication of information or data that is untrue or incomplete.
- g) The Company reserves the right to cancel or suspend the account of any Customer who provides false or incorrect information and/or data, or who violates laws and/or the rights of third parties.
- h) The Customer may cancel their registration at any time by following the procedure indicated on the Site.

### **3. PURCHASES WITHOUT REGISTRATION**

- a) Non-registered Users may purchase Products by following the procedure indicated on the Site, subject to acceptance of the General Conditions.
- b) The purchase without registration, as well as the registration, is reserved only for users with a VAT/Tax file number who are engaging in activities related to the exercise of their business. Failure to enter the relevant VAT/Tax file number shall render it impossible to make purchases on the Site.
- c) Before sending the order, the non-registered user must provide all the information and data requested in the form, ensuring the completeness, correctness and truthfulness. The Customer will indemnify and hold harmless the Company from any obligation to pay compensation, indemnification and any penalty arising from and/or in any way related to the above information and data.

### **4. CONCLUSION OF CONTRACT**

- a) The inclusion of Products on the Website does not constitute a sales proposal, but an invitation to make a purchase proposal subject to acceptance by the Company.
- b) Before sending the purchase proposal, the Customer must select the Product they wish to purchase and click on the "add to cart" button. In the "shopping cart" section of the Site, the Customer may: view the Product(s) selected; view the price of each individual Product, as well as the total price of the order; change the quantity of the Products or eliminate the Products added to the shopping cart; add other Products by clicking on the "add other products" button.
- c) The purchase proposal is sent by clicking on the "proceed to payment" button in the "cart" section, after filling in the relative order form, including the shipping address. The

compilation is not necessary if the customer registered through their account makes the purchase. Any changes to the data (e.g.: different delivery address) relating to the single order of the registered Customer must be indicated in the order form before it is sent.

d) Before sending the order, the Customer can view and verify at any time the summary of the Products purchased, with details of prices, taxes, charges, delivery and payment methods selected, as well as correct their data.

e) The contract will be concluded upon receipt by the Customer of the order confirmation sent by e-mail from the Company info@3dzshop.com, containing the list of Products purchased and the relative price, together with the other indications referred to in art. 6 below. The Customer may verify the accuracy of the data provided in the confirmation e-mail, and report to the Company any errors, inaccuracies or other irregularities.

f) After receipt by the Customer of the order confirmation, the order can no longer be modified.

## **5. PAYMENT**

a) Payment for the Products purchased must be made through the payment systems indicated on the Site (PayPal, Stripe, bank transfer). The Customer must select the chosen payment system before making the order.

b) At no point during the purchase procedure does the Company obtain information relating to the Customer's credit card. Electronic records relating to the payment instruments are not in any way accessible to the Company, and it will therefore not, under any circumstances, be held responsible for any fraudulent or illegal use of credit cards or other payment instruments of the Customer by third parties.

c) The Company will proceed with the purchase order, sending the relevant confirmation e-mail, only after receiving confirmation of authorization to pay - or, in case of payment by bank transfer, after verifying the credit - the total amount due, consisting of the purchase price, expenses and any additional costs indicated in the order form and confirmation e-mail.

d) Once payment has been received, the Company will issue the relative invoice by entering the Customer's data communicated at the time of registration or - in the case of a non-registered Customer - at the time the order was sent, and will send it to the Customer by e-mail to the address communicated at the time of registration or at the time the order was sent.

e) In case of non-payment, the Company will charge any costs arising from the management of the Customer's default and refuse the order, notifying the Customer by e-mail.

f) The Company reserves the right to refuse, without any obligation to give reasons, orders from Customers who do not give guarantees of solvency, or with whom disputes are pending. In particularly serious cases, the account of the aforementioned Customers may be suspended at the Company's discretion.

## **6. PRICES**

a) All prices shown on the Site are in Euros and are exclusive of VAT where applicable.

b) Delivery costs are included on the Site and are exclusive of VAT where applicable. This cost will be indicated separately on the order form prior to sending, as well as on the order confirmation e-mail sent by the Company.

c) Each purchase will be subject to the prices indicated on the Site, subject to application - if the customer who has the right intends to take advantage of it - of any promotions in progress at the time of order placement.

d) Any customs charges, as well as any additional cost, charge, tax and/or duty that a particular State may apply to the Products, are to be borne entirely by the Customer, who will

pay them to the competent authorities at the request of the latter, without any refund, compensation or contribution, even partial, being due by the Company.

## **7. AVAILABILITY OF PRODUCTS**

- a) In the event that a selected product is not available, it will not be possible to proceed with the order.
- b) In the event that the Products listed on the Site are not available, the Customer may, by clicking on the appropriate button on the Site, request a quote for such Products and be notified by e-mail when such Products become available again.
- c) In the event that the Product added to the cart becomes unavailable before the order is sent, it will be automatically cancelled from the cart, without the need for any communication to the Customer.
- d) In the event that the product ordered is no longer available after sending the order by the customer, this will be immediately communicated by e-mail and the order will be cancelled, with no compensation, damages or penalties being due to the customer, for any reason.
- e) In the case referred to in letter d) above, the Company will refund the amount paid by the customer, including shipping costs, within thirty days from the day following the cancellation of the order, using the same method of the original payment. The refund amount and the crediting of the amount will be communicated to the customer by e-mail.
- f) In alternative to the reimbursement, the Customer will be able to demand a voucher, of the same value of the paid amount, expendable for other Products within 90 (ninety) days from the reception of the voucher.

## **8. DELIVERY**

- a) The Products will be delivered to the address indicated by the Customer at the time of registration or, in the case of a purchase without registration, at the time the order is sent.
- b) If the registered Customer wishes to receive the Products at a different address from the one indicated at the time of registration, he/she must indicate this address in the appropriate section of the order form before sending it.
- c) The Customer is responsible for the correctness of the address indicated at the time of registration or order, and will indemnify and hold harmless the Company for any damages or increased expenses due to the incorrect indication of the above address.
- d) The Customer is also obliged to specify the opening hours of its business or commercial activity where the delivery is to be made, and days of closure, and will hold the Company harmless and in any case indemnified against any damages or additional expenses stemming from missing or incorrect information on opening hours and closing days.
- e) Once the Products have been consigned to the Carrier, an e-mail will be sent to the Customer to communicate the consignment, together with the tracking number.
- f) The delivery will be considered completed when the products are made available to the Customer, or a delegated person, at the address indicated by the Customer.
- g) The delivery terms are those indicated in the purchase order as it appears in the "orders" section of the account or in the "check your order" section on the Site, as well as in the order confirmation. These terms shall be considered indicative only: any delays in delivery with respect to the delivery timeframe indicated will not, in any event, entitle the Customer to compensation, refunds, indemnities or damages.
- h) Deliveries will be made from Monday to Friday, excluding national holidays.
- i) In the event that delivery is impossible due to force majeure, the Customer will be contacted by the Company about this impossibility.

j) In any case, the Company cannot be held responsible in any way for non-delivery or delays due to third parties and/or force majeure. For the purposes of this article and of the General Conditions, "third parties" also includes the Suppliers of the Products.

k) The Customer may check the status of the shipment at any time by consulting the "orders" section of his account, or the "check your order" section on the Site.

#### 9. ABSENCE OF RECIPIENT

a) The Company will not in any case be held responsible in case of non-delivery due to the absence of the recipient at the address indicated in the order, on the days and at the times specified. Any additional costs for a second delivery attempt will be charged to the Customer in the next order or, alternatively, must be paid by the Customer after the Company has issued a special invoice.

b) After thirty days from the date of shipment, if the product has not been delivered due to the fault of the addressee, the contract will be considered terminated pursuant to art. 1456 of the Italian Civil Code, and the Company will proceed to refund the amount paid by the Customer minus all costs of the unsuccessful delivery(s), storage costs, costs of returning the product to the Company and any customs charges. The termination of the contract and the amount of the refund will be communicated to the Customer via e-mail. The amount of the refund will be credited by the same means by which the customer has made the payment or, at the request of the customer, by voucher redeemable for 90 (ninety) days from receipt.

#### 10. DISPUTES

a) Any disputes related to the condition of the Products must be raised by the Customer upon receipt of the Product.

b) In the absence of any complaint, the Product will be considered definitively accepted for all purposes with the signature of the Customer or their delegate, without prejudice to any warranty arising by law by the Company and with the limits referred to in Article 11 below.

#### 11. WARRANTY: LIMITS AND EXCLUSIONS

a) Any compensation payable by the Company to the Customer or any third parties for any losses related to the delivery or use of the Products, or related to the execution of the Service and any other service provided by the Company, as well as for defects or faults in the Products, is subject to a limit of 10% of the total amount of the purchase price of the product paid by the Customer, and shall not exceed this amount.

b) The warranty for defects is excluded if: i) the Customer has carried out or attempted to carry out, directly or indirectly, any interventions or work to repair defects or malfunctions of the Products without the prior authorization of the Company; b) the Customer has not correctly followed the instructions contained in the technical documentation of the Products, or has in any case used the Products incorrectly or in a manner incompatible with their function; c) the defects or malfunctions depend on, or are in any case connected with, defects or malfunctions of equipment, systems, materials, equipment or other property of the Customer, or in any case used by the latter.

#### 12. WAIVER OF LIABILITY

a) The Company shall not be liable for damages, of any nature whatsoever, arising from the use of the Products in an improper manner and/or not in accordance with the instructions given in the user manual or in any other way communicated to the Customer, as well as in the case of damages arising from unforeseeable circumstances or force majeure.

b) The Company will not be in any case responsible for loss of revenues, profits, business opportunities or any other indirect damage of any kind suffered by the Customer, including the additional expenses that the Customer may incur, arising from or related to the Products, any defects and faults of the same, as well as to contracts to which the General Conditions are applicable.

c) In the event that, with the consent of the Customer, the intervention of the Products' Manufacturer is requested by the Company, the Company will not, in any event, be held responsible for any failure of the Manufacturer in the execution of the intervention requested, or in relation to any damages that the Manufacturer may cause to the Products, the Customer's business, to things or to people, damages that therefore the Company will not be required in any case to compensate the Customer.

d) In no case the Company will be held responsible for the non-fulfilment of any of the obligations deriving from the contracts subject to the General Conditions in the hypothesis in which the non-fulfilment is caused by unforeseeable circumstances and/or force majeure, including, by way of example but not limited to: natural disasters, terrorist acts, strikes, failure/malfunctioning of the internet and/or blackout.

### 13. RETURNS

a) In the event a contract is terminated for warranty reasons, as well as in any other case in which the Products are to be returned, the Customer must make Products available in the packaging in which they were delivered, communicating when the return is to take place.

b) Once the Product has been collected and its condition has been verified, the Company will refund the price paid, minus shipping costs and any customs charges, using the same method with which the payment was made. In any case, the Company shall make the refund within sixty days from the withdrawal of the Product by the same means by which the Customer made the payment or, at the request of the Customer, by means of a voucher redeemable within 90 (ninety) days from its receipt.

### 14. COMMUNICATION OF DATA

a) By filling out the data sheet in the registration procedure or in the purchase procedure without registration, the customer authorizes the Company to activate the procedure for the execution of the contract and to send all further communications by e-mail.

b) The Customer also authorizes the Company to communicate to the Carrier any non-sensitive personal data necessary for the delivery of the Products (by way of example, but not limited to: name, residence, and telephone number)

### 15. ARCHIVING AND CHANGES

a) Each order form will be filed in the Company's database for the time necessary to process the order and, in any case, for the time required by the relevant legislation.

b) In order to access the order forms, the registered Customer may consult the "orders" section of his account. The non-registered Customer can may access the "check your order" section of the website, entering the e-mail address used for the purchase and the order number indicated in the order confirmation.

c) Orders cannot be modified after the Customer has received the order confirmation referred to in art. 4.e. above.

### 16. ACCESS CREDENTIALS

a) Access Credentials must be used exclusively by the Customer and cannot be transferred to third parties. All operations carried out through the Access Credentials are considered carried

out by the Customer to whom the aforementioned credentials refer. The Customer must immediately notify the Company even if only in case of suspected misuse of the same.

b) The Customer is exclusively responsible for access to the Site by means of the Access Credentials and is directly responsible for any damage or prejudice caused to the Company or third parties by improper use, loss, appropriation by third parties of the Access Credentials, or by the lack of diligence in adequately protecting the secrecy of said Access Credentials.

#### 17. SUSPENSION AND INTERRUPTION OF SERVICE

a) The Company reserves the right to temporarily suspend, without prior notice, the Service, for the time strictly necessary to carry out useful and/or appropriate technical interventions in order to improve the quality of the Service itself.

b) The Company may, at any time, interrupt the Service if there are justified security reasons or breaches of confidentiality.

#### 18. APPLICABLE REGULATIONS

a) By accepting these General Conditions, the Customer declares that registration and each purchase made on the Site is undertaken in the engagement of activities related to the exercise of their business, trade, craft or profession. Therefore, contracts concluded with the Company and subject to these General Conditions are not subject to Italian Legislative Decree 6 September 2005, n. 206 (Consumer Code), nor any other legislation, EU or non-EU, for the protection of consumers.

b) The Customer, by signing these General Conditions, releases the Company from any and all liability arising from the untruthfulness of the declaration in paragraph a), and in any case, from non-compliance with requirements referred to in paragraph a).

#### 19. PRIVACY

For information relating to the processing of personal data, the Customer may consult the Privacy Policy which is published on this website.

#### 20. COMPLAINTS

All complaints and other communication can be sent in the following ways and to the following addresses:

- by e-mail to the address: [info@3dzshop.com](mailto:info@3dzshop.com);

- by pec to the address: [3dzspa@pec.it](mailto:3dzspa@pec.it);

- by registered mail to the address: 3DZ S.p.A., via dei Pini n. 32, 31033 - Castelfranco Veneto (TV).

#### 21. COMPETENT COURT

Any disputes relating to the acceptance, validity, interpretation, execution and non-fulfilment of these General Conditions and the individual contracts for the purchase of Products, and in any case for any dispute arising out of or in any way connected with the obligations and services set forth in the General Conditions and in the individual contracts for the purchase of Products, shall be settled exclusively by the Court of Treviso.

#### 22. SCOPE OF APPLICATION AND AMENDMENTS

a) The General Conditions apply to all sales made by the Company through the Site.

b) The General Conditions applicable to each order are those in force on the date the order is sent. The Customer, by sending his order electronically, accepts and undertakes to observe these General Conditions in his relations with the Company.

The Company may modify c) The General Conditions at any time. Any changes and/or new conditions will be in force from the moment of their publication on the Site. In the event that the Customer does not intend to accept the changes to the General Conditions or the new conditions, he/she may cancel his/her registration from the Site.

d) The continued use of the Service after the publication of the changes to the General Conditions or the new conditions constitutes a manifestation of the intention to accept the aforementioned changes or the aforementioned new conditions.

## 23. FINAL PROVISIONS

a) Each and every transaction between the Customer and the Company by virtue of registration on the Site and individual purchase contracts, are governed by these General Conditions and Italian law.

b) For all matters not expressly provided for in these General Conditions, the relationship between the Company and the Customer will be governed by the rules of the Italian Civil Code and special Italian laws, as applicable.