

## Terms and Conditions

### Clause 1. Definitions

1.1 We / us:	Creating 3D Objects, Hendrikstraat 81, 3570 Alken, KBO 0642.753.078, T. +32 (0) 471 88 95 19, F. +32 (0) 31 51 63, Info@cr3do.be, www.cr3do.be
1.2 You:	A customer who wishes to use our Services.
1.3 Services	Services We provide an online platform on which you can contact and can contract with 3D drafters and / or 3D selected by us printers with a view to developing a 3D drawing and / or a 3D print in accordance with the Specifications you specified. We also provide advice with regard to technology and / or material choice for your 3D print.
1.4 Specifications	Specifications A description of all requirements to which the 3D - intended by you drawing or 3D print must comply in order to develop this 3D drawing or 3D print by the partners selected by us or for the purpose of providing advice on technology and choice of material for your 3D print, including dimensions, materials, technologies, colors, samples, samples, drawings, photos, models, etc.
1.5 Customer Consumer	Customer Consumer You are a natural person who uses our Services for purposes that are primarily outside of your trade, business, craft or professional activity.
1.6 Customer Enterprise	Customer Company You are a legal person or you are a natural person who is a invokes our Services for purposes that are primarily within your trade, business, craft or professional activity.
1.7 Website / Web Store	Website / Web store www.CR3DO.be
1.8 Tailor-made services	Customized Services The 3D drawing, the 3D print and / or the advice that is specific to you Specifications are supplied.
1.9 Request for quotation	Request for quotation Any request for quotation for the delivery of our Services.
1.10 Quotation	Quotation Any offer to deliver our Services.
1.11 Price	Price The price for providing the Services, as described in Article 7

### Clause 2. Applicability

2.1. Our cooperation is governed by these general terms and conditions, which you are sent together with our offer and which you accept together with the offer.

2.2. These general terms and conditions exclude the applicability of other (general) terms and conditions, unless explicitly agreed otherwise, in which case these general terms and conditions retain their supplementary character with regard to any point of discussion that is not exhaustively regulated in those other (general) terms and conditions. .

2.3. If you send us a Request for Quotation from abroad, you must check whether these general terms and conditions are in accordance with the applicable and relevant regulations for you. We reserve the right to terminate our agreement at any time without the right to compensation, if these regulations prevent the applicability and enforceability of these general terms and conditions.

### **Clause 3. Request for quotation**

3.1. If You wish to use our Services, You must submit a Request for Quotation in accordance with the instructions stated on the Website. This Request for Quotation contains an accurate and detailed description of the Specifications.

3.2. We count on you to provide up-to-date, complete and correct personal details in every Request for Quotation and to inform us immediately of any Changes. Our privacy conditions stated in clause 16 apply to this personal data.

3.3. By submitting a Request for Quotation to us, You confirm being at least 18 years of age and capable of trading or that you are being accompanied by a parent or guardian when entering into our Agreement.

3.4. We reserve the right to refuse your Request for Proposal, whether or not in consultation with our partners.

### **Clause 4. Quotation**

4.1. In order to be able to formulate a Quotation for Your Request for Quotation in consultation with our selected partner, We depend on the Specifications described by You. If specific Specifications were missing in your Request for Quotation, We will formulate a suggestion for these Specifications in our Quotation, whether or not in consultation with the partner we selected. Prior to accepting the Quotation, you must verify whether these suggestions are in accordance with Your wishes, failing which You must submit an amended Quotation Request. After all, your acceptance of the Quotation makes this Quotation binding, including the Specifications suggested by us.

4.2. An Offer is valid for 14 calendar days from its notification, unless stated otherwise in the Offer. We can always revoke the Offer prior to Your order, whether or not at the request of one of our partners. An Offer always applies subject to material errors.

## **Clause 5. Order and cancellation**

5.1. Your order implies acceptance of the Quotation and establishes a binding Agreement with regard to the Service described in the Quotation. If the Service described relates to the provision of advice regarding the technology and / or choice of materials for your 3D print, an agreement will be concluded between you and us. If the Service described relates to the development of a 3D drawing and / or a 3D print, an agreement will be concluded between you and the partner selected by us.

5.2. Your order only relates to what is explicitly stated in the Offer.

5.3. We reserve the right to still cancel an Agreement, whether or not at the request of the partner selected by us, if it transpires during the subsequent performance that this Service cannot be technically performed in the manner you require. We will inform you of this in writing and have the already paid Price refunded.

5.4. If you would unilaterally cancel a Service after ordering, without you being able to invoke a provision from these general terms and conditions or a contractual breach on our part, you owe a cancellation fee, which We estimate as a lump sum at 30% of the agreed Price (incl. (taxes, taxes and costs), without prejudice to our right to compensation for our actual damage or the forced performance of the Service. However, if the Quotation concerns a Made-to-measure Service, then you owe a cancellation fee that We estimate at a flat rate of 85% of the agreed Price (incl. Taxes, taxes and costs), without prejudice to our right to compensation for our actual damage or forced execution. of the Service. We will compensate the cancellation fee with the Price you have already paid and only refund the possible balance.

5.5. If you are a consumer customer, you are entitled to an identical cancellation compensation as stated in clause 5.2 if we ourselves would cancel the Service after your order, without We being able to rely on a provision from these general terms and conditions or a contractual breach on your part. Clause 5.2 does not affect your right of withdrawal as a customer Consumer in accordance with clause 7.

## **Clause 6. Account**

6.1. At the time of your order you will receive the unique login information from your account.

6.2. You are personally and exclusively liable for the loss of this unique login data and / or the use thereof by third parties.

## **Clause 7. Price and payment**

- 7.1. The Price of the Service is stated in the Quote. This Price is broken down into net Price and VAT. If the Service involves the physical delivery of goods, a delivery cost is also payable, as described in the Offer. If the Service involves the physical delivery of goods outside the European Union, an import and / or customs duty, as described in the Offer, is also due.
- 7.2. Prices are always specified in our Offer and paid in Euro. You are responsible for the exchange rate risk.
- 7.3. You pay the Price online at the time of your order. We cannot be held responsible for any damage resulting from the use of online payment methods, unless in the case of our intentional error or fraud.
- 7.4. If there is an increase in labor costs and / or material costs between Your order and our delivery, We reserve the right to revise the Price in accordance with the formula  $p = P (a \times s / S + b \times i/l + c)$ , where  $p$  = revised Price,  $P$  = Price at signing,  $a = 40\%$  total Price,  $s / S$  = the ratio of labor costs at the time of the review / upon acceptance,  $b = 40\%$  total Price,  $i / l$  = the ratio between the material cost at the time of the revision / upon acceptance,  $c = 20\%$ .

## **Clause 8. Right of withdrawal**

- 8.1. As a Customer Consumer, you have the right to withdraw from the Agreement free of charge within 14 days without giving any reason. The cancellation instructions and the model form for the cancellation can be found here. If You have requested us to commence the provision of the Service during the withdrawal period, You will in any case pay the part of the Price that is proportional to what has already been delivered at the time of the withdrawal compared to the full implementation of the Shift. You cannot invoke the right of withdrawal with regard to the delivery of a Custom Service.
- 8.2. The right of withdrawal is not open to Client Enterprises.

## **Clause 9. Delivery**

- 9.1. Delivery times are not an essential condition of the Quotation and are only provided by way of information. Delays with regard to the delivery times stated in our Quotation can therefore not give rise to any fine, compensation or termination of our agreement.
- 9.2. If, however, you are a Customer Consumer, then in deviation from clause 9.1 you are entitled to a delivery no later than 30 days after order, or in the absence thereof, at least within an additional period specified by you in writing, which is reasonable in view of the specific circumstances. If We are also unable to deliver within this additional period, you may cancel our agreement without owing the cancellation fee referred to in clause 5.4.

**Clause 10.** Our guarantees

10.1. If you ask us to provide advice regarding the material and / or technology choice of your 3D print, We guarantee that We will perform this Service diligently, to the best of our ability and in accordance with the rules of the art, taking into account the Specifications you specified.

10.2. If you wish to have a 3D drawing developed, you entrust us with the assignment to look for, mediate with and contract with a partner selected by us to develop this 3D drawing in your name and for your account based on the specifications provided by You. We guarantee that We will execute this selection assignment diligently, to the best of our ability and according to the rules of the art.

10.3. No other guarantees are provided by us other than those specified in clauses 10.1 to e.m. 10.2.

**Clause 11.** Our liability

11.1. We are only liable if We could seriously fail one or more of the guarantees stated in clause 10.

11.2. Since We do not develop 3D drawings ourselves or through a subcontractor, We are not liable for visible or hidden defects in the supplied 3D drawings. If necessary, We will put You in contact with the partner selected by us, which you must address directly on the basis of the agreement that has been concluded between You and the partner selected by us.

11.3. Without prejudice to the foregoing, and to the extent and to the extent permitted by provisions of mandatory law, our maximum liability for all damage resulting from the delivery of a Service is always limited to the price of the relevant Service.

11.4. You must notify us of any complaints regarding visible defects in the Services provided, under penalty of forfeiture, and in any case prior to any commissioning, processing or processing, by registered letter within a period of 5 working days following the delivery of the Service.

11.5. You must notify us of any complaints regarding hidden defects in the Services provided, under penalty of forfeiture, by registered letter within 14 working days following the day on which you discovered or should reasonably have discovered the hidden defect.

11.6. You must institute any legal claim with regard to our liability for the Services provided on pain of forfeiture within a period of 90 days following the notification thereof in accordance with clause 11.5 and 11.6.

**Clause 12.** Recruitment prohibition

12.1. You undertake not to contract directly with the service provider during the performance of the Service or for a period of one year following the delivery of the Service, with the partner selected by us who has provided you with a 3D drawing or 3D print as part of this Service.

**Clause 13.** Force Majeure

13.1. If a force majeure situation makes the performance of the Services impossible for us, or more difficult, costly and / or more time-consuming than anticipated at the time of the Offer, We are entitled to suspend the

performance of this Service during the duration of the force majeure situation. If this force majeure situation lasts longer than 60 days, both We and You have the right to terminate the Agreement by operation of law, without prior notice of default and with immediate effect, without any compensation. The Price for the Service will be refunded in full if necessary.

13.2. Under "Force majeure" is understood among other things: any act or omission of You or a third party; non-delivery, late delivery or defective delivery of products or raw materials by one or more of our subcontractors, suppliers or transporters; electrical breakdown or shutdown; legislative or administrative measures by the government, including import and export prohibitions; technical problems with regard to the Website or our sales organization in general; fire, flooding or accidents in our company.

**Clause 14.**            Suspension and termination

14.1. We reserve the right to suspend our commitments under these terms and conditions at any time and without prior notice if You do not, not timely or not fully comply with Your own commitments under these terms and conditions.

14.2. In the cases mentioned in clause 14.1, We may also choose to dissolve the Agreement by operation of law, without prior notice of default and with immediate effect, without prejudice to our right to full compensation for the damage suffered by us, estimated at a flat rate on the clause 5.4. said cancellation fees, without prejudice to our right to compensation for our actual damage or the performance in kind of our agreement.

**Clause 15.**            Specifications

15.1. Except as regards the material and / or technology choice of your 3D print, if you have requested our advice, we have no obligation to check the specifications before we perform the services, so that we cannot be held responsible for the content of these Specifications.

15.2. You declare that you are the sole owner of the Specifications, that you can legally make the Specifications available to us and that the Specifications do not contain unlawful, illegal, misleading, aggressive, threatening, abusive, racist, xenophobic, obscene and / or pornographic information. You also declare that the Specifications, their provision to us and the performance of the Services on the basis of the Specifications do not constitute an infringement of the (intellectual) property rights of any third party.

**Clause 16.**            Intellectual property rights

16.1. You grant us an irrevocable, non-exclusive, worldwide, perpetual, free of charge, transferable right of use with regard to the Specifications to perform the Services pursuant to Your order and to have them delivered, as well as, unless otherwise specified in writing in the Request for Quotation and the order, to exploit the Specifications, the 3D drawings and the 3D prints, at our own discretion, without We having to request

additional permission for this and without having to pay You an additional fee. In that context, We may change, modify, duplicate, reproduce, or perform any other processing on these Specifications.

**Clause 17. Privacy**

17.1. If you register on our website, you declare that you agree with our privacy conditions and with the processing of your personal data in the manner described below and for the purposes described below.

17.2. In concrete terms, we will process the following personal data: identification data (name, address, telephone number, ...), electronic identification data (IP addresses, cookies, ...), personal characteristics (age, gender, marital status, etc.), bank details (account number or payment method).

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17.3. Your personal data is processed in order to make our services possible, to take care of our customer administration, to improve our general operation and to be able to conduct an investigation into complaints or fraud.

17.4. This personal data will be stored by us, or on our instructions, in a central file that is stored at our registered office.

17.5. The processing of these personal data will continue as long as our customer relationship exists.

17.6. Upon simple request, and without additional costs, you have the right to view, correct or remove your personal data.

**Clause 18. Complaints**

18.1. If you have complaints regarding our Services, you can contact us by mail: Creating 3D Objects, Hendrikstraat 81, 3570 Alken, Telephone: +32 (0) 471 88 95 19, Fax: +32 (0) 31 51 63 or e -mail [Info@cr3do.be](mailto:Info@cr3do.be).

18.2. If you have complaints regarding visible or hidden defects, the 3D drawings and / or 3D prints that the partner selected by us has developed for you, you must contact these partners directly. His contact details will be communicated to you upon delivery.

**Clause 19. Final provision**

19.1. If any provision of these general terms and conditions is found to be invalid or unenforceable for whatever reason, the other provisions will not be affected and remain valid and enforceable as if the invalid or unenforceable provision were not included in the general terms and conditions, unless it was found to be invalid or unenforceable. provision affects the essence of the general terms and conditions. Parties authorize the legal authority that such a provision will be invalid or unenforceable in order to moderate the provision in question to a provision that, as far as is legally possible, comes closest to what the Parties sought in the provision concerned.

19.2. Except in so far as and to the extent contrary to mandatory law, in the event of a dispute, the data that is automatically registered by our software and hardware systems, as well as the paper prints of that data, serve as proof to the contrary.

19.3. Our relationship is exclusively governed by Belgian law, with the exception of the Vienna Sales Convention.

19.4. Our possible disputes will only be handled by the Antwerp Commercial Court, Hasselt department, unless you are a customer-consumer, in which case these disputes will only be handled by the district court of justice, or the court of first instance of your place of residence.