

TERMS AND CONDITIONS

1. These Terms

(a) **What these Terms Cover:** These Terms contain the terms and conditions on which we supply our online quote tool and manufacture and supply parts to you. Please read these Terms carefully before you accept these Terms.

(b) **How to tell us about problems:** If you have any questions, feedback or complaints about our services, please contact us to discuss using our contact details below.

Our contact details:

AX3D

Email address: info@ax3d.co.uk

Website: ax3d.co.uk

2. Introduction

(a) We manufacture physical parts from 3D files and/or 3D models which you provide to us (**Parts**).

(b) These terms and conditions are between AX3D (**we, us or our**) and you, being the person or entity placing an order for any Parts (**you or your**) through our website at ax3d.co.uk (**Site**) or the person or entity stated in the quote we provide to you.

(c) Together, these terms and conditions, your quote and/or your purchase order (if applicable), and any attachments or documents referred to in each of them, form the entire agreement under which we will manufacture and supply Parts to you (**Terms**).

(d) If you are purchasing any Parts on behalf of your employer or a business entity you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or a business entity and to bind the entity and the entity's Personnel to these Terms; and

(e) You accept these Terms by the earlier of:

(1) checking a box accepting these Terms;

(2) sending a purchase order to us after you have received a quote.

(f) To the extent any terms and conditions are contained within a purchase order sent by you to us (**Purchase Order Terms**), you agree that these Terms will override the Purchase Order Terms and the Purchase Order Terms will have no applicability to the sale of any Parts to you.

(g) All variations to any order you place with us must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these Terms or your quote, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.

3. Use of the Site

(a) When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:

(1) anything that would constitute a breach of an individual's privacy or any other legal rights;

(2) using the Site to defame, harass, threaten, menace or offend any person;

(3) using the Site for unlawful purposes;

(4) interfering with any user of the Site;

(5) tampering with or modifying the Site (including by transmitting viruses and using trojan horses);

(6) using the Site to send unsolicited electronic messages;

(7) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or

(8) facilitating or assisting a third party to do any of the above acts.

(b) All personal data that you give to us will be treated in accordance with our privacy policy. You can find our privacy policy at

4. Your information

You must ensure that any personal data you give to us when making an order is accurate and up-to-date.

5. Manufacturing Parts

(a) To use our online quote tool, you may upload 3D files or 3D models to our Site (which must be in STL, OBJ, STEP, STP or 3MF format), and select your manufacturing specifications such as the materials, colour, and quantity of parts you require as well as the production lead time for your order (**Manufacturing Specifications**).

(b) We set out design guidelines in our online quote tool. These guidelines are your indispensable resource for ensuring that your designs align with the guidelines governing our 3D printing service. More information about our design guidelines is available here: <https://www.3dpeople.uk/design-guide>.

(c) When generating your Manufacturing Specifications, please take care to ensure your designs meet the design guidelines we make available on our Site, in the online quote tool and/or provide directly to you. If a 3D file and/or 3D model you submit does not meet ALL of the design guidelines related to the printing method you have selected, the Parts are likely to fail during the printing process. We will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with the failure of your 3D files and/or 3D models, designs or Manufacturing Specifications to adhere to the design guidelines.

(d) If you do not provide us with a file that our software can read, we will not be able to generate a quote for you.

(e) Once we have generated the quote, if you place an order for any Parts on our Site or by submitting a purchase order, you are making an order to purchase such Parts for the price listed in the quote (including the delivery fees or other applicable charges and taxes).

(f) Once you submit an order successfully on the Site, or submit a purchase order, a binding agreement is formed for the supply of the Parts to you in accordance with these Terms.

(g) You represent, warrant and agree that:

(1) it is your responsibility to check your order details before you submit your order (including via our online quoting tool). This includes:

- i. ensuring you have uploaded the correct 3D files or models to us and that they are visually correct in the 3D viewer;
- ii. ensuring you are happy with your selected Manufacturing Specifications;
- iii. checking your selected production lead time (including your choice of standard or express service), delivery details and pricing;
- iv. confirming that your order complies with the tolerance and accuracy figures we make you aware of and the design guidelines on our Site (which may dynamically change based on your selected Manufacturing Specifications as you create an order); and
- v. the currency the Price is in;

(2) we are not responsible for any Manufacturing Specifications that you select once you approve them for manufacture;

(3) we will manufacture the Parts in reliance on the 3D files and/or 3D models you provide to us and your selected Manufacturing Specifications, and on the assumption they are correct; and

(4) you have not relied on any representations or warranties made by us in connection with the Parts (including as to whether the Parts are or will be suitable for particular purposes), unless expressly stipulated in these Terms.

(h) When you order and pay on the Site and your payment has been validated, we will provide you with an order confirmation email, which may include an order number, order summary, estimated delivery date and the delivery address.

(i) We may cancel, at any time before delivery and for whatever reason, an order that we have previously accepted, including where the Parts do not meet our design guidelines, the Manufacturing Specifications are not manufacturable, the Parts are illegal, offensive or immoral (including the creation of weapons), there is a considerable delay in dispatching your order, if for any reason we cannot supply the Parts you order (for example for an event beyond our reasonable control), a purchase order uploaded is invalid, if the Parts ordered were subject to an error on our Site (for example in relation to a description, price or image) and/or you have not paid the Price of previous orders you have made with us in accordance with the Payment Terms. We will contact you using the details you provided when you placed your order. Subject to your compliance with these Terms, you may

choose to receive a refund or credit with us and any delivery costs you have paid for the Parts will be refunded to you.

(j) In consideration of your payment of the Price, we will manufacture the Parts you have ordered and supply them to you in accordance with these Terms, the Manufacturing Specifications and all applicable laws, whether ourselves or through our Personnel.

(k) We warrant to you that the Parts will be provided using reasonable care and skill.

6. Price and payments

(a) You must pay us the purchase price of each order you make, plus any applicable delivery costs as set out in your quote (the Price) in accordance with this clause. The currency of the Price will be stated on the Site. All amounts are inclusive of value added tax (or any equivalent tax in the UK)(VAT), (where applicable).

(b) Unless otherwise set out in these Terms or agreed between the Parties, you must pay the Price upfront using one of the methods set out on the Site.

(c) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.

(d) Unless otherwise agreed between the Parties, the payment methods we offer are set out on the Site. We may offer payment through a third-party provider for example, Stripe and Google Pay. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions. We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

(e) Where you order the Parts for delivery outside of the UK, you may need to pay custom charges or taxes in addition to the Price.

(f) We may, from time to time, issue promotional discount codes for certain services. To claim the discount, you must email info@ax3d.co.uk with your quote reference number and discount code so that we can apply the discount to your quote before you place your order through the Site.

(g) If you fail to make payment of the Price or any amount payable under these Terms, we may:

(1) after a period of 5 business days, cease manufacturing and/or not deliver the relevant Parts to you, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including reasonable recovery costs);

(2) not accept new orders from you;

(3) charge interest at a rate equal to 8% above the Bank of England's base rate, from time to time, but at 8% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with these Terms; and/or

(4) recover or repossess any Parts belonging to us that are in your possession, and you agree to grant us such rights of access to allow us (or our Personnel) to do so.

7. Delivery, title and risk

(a) We will deliver the Parts to the delivery address you provide when making your order (unless we otherwise agree with you that you may collect it from us). If you are making an online purchase, please note that we currently deliver to the areas set out on the Site. Please refer to the delivery information on the check-out page to ensure you are in our delivery area. If you are not in our delivery area please contact us to discuss delivery options.

(b) We do not provide refunds where you provide us with an incorrect delivery address and you do not receive the Parts.

(c) If neither you nor your authorised representative is at the delivery address to accept delivery, you agree that we may leave the Parts at your premises or with a neighbour.

(d) Title to the Parts will remain with us until you have paid the Price in full for the Parts. Until title passes, you must not do anything which seeks to create an encumbrance, lien, charge or other interest in or over the Part.

(e) Risk in the Parts will pass to you when the Parts have come into your physical possession except where you have arranged for delivery by a carrier (not named as an option by us) yourself, in which case, risk in the Parts will pass to you on delivery to the carrier.

(f) If these Terms or any quote or order by you expresses a time within which the Parts are to be manufactured and supplied (including any selected production lead time), we will use reasonable endeavours to provide the Parts by such time,

but you agree that such time, is an estimate only, and creates no obligation on us to supply the Parts by that time.

8. Returns and Cancellations

(a) If you have changed your mind and no longer wish to proceed with an order, please contact us as soon as possible using the contact details at the beginning of these Terms. If we have not commenced manufacturing the Parts, we may cancel your order and provide you with a refund. Where we have commenced manufacturing your order, you may either choose to proceed with your order, or you may cancel the order in which case you will not be eligible for a refund. If you cancel your order, we may recycle the materials that we used to commence manufacturing your order.

(b) If you are purchasing any Parts as a consumer, you acknowledge and agree that our manufacture of the Parts is made to your specifications and as such, the right to cancel within a cooling off period under consumer laws does not apply.

(c) Where you are purchasing any Parts as a consumer, nothing in these Terms limits your consumer law rights.

9. Specifications you upload

(a) To generate a quote, you will be permitted to upload, publish, submit or transmit relevant information, designs, specifications and content, including 3D files and 3D models (User Content) on the Site or to us via email.

(b) You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use the User Content that you provide to us, for the purposes of generating a quote for you, manufacturing the Parts for you, providing our services (including through our Personnel), ensuring our prices are competitive during the quoting process, and for business development purposes (including to operate and improve our services, internal systems and web applications).

(c) You agree that you are solely responsible for all User Content that you make available to us. You represent and warrant that:

(1) you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and

(2) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content will infringe a third party's rights (including intellectual property

rights, or rights of publicity or privacy) or breach any applicable law or regulation.

(d) We do not endorse or approve, and are not responsible for, any User Content.

(e) With your prior written consent, you agree that we may advertise or publicise any Parts we have manufactured for you, including on our Site, in our marketing materials and on our social media.

10. Intellectual property

(a) All intellectual property (including copyright) developed, adapted, modified or created by us or our Personnel (including in connection with the Terms, any content on the Site, our online quoting tool, and the Parts, other than User Content)(Our Intellectual Property) will at all times vest, or remain vested, in us.

(b) We authorise you to use Our Intellectual Property solely for your own personal, non-commercial use, and in the manner in which it was intended to be used.

(c) You must not use our Site or services for commercial purposes, including, for example, to advertise your own business, for re-sale, or for any other revenue generation activity.

(d) You must not, without our prior written consent:

(1) copy (in whole or in part) any of Our Intellectual Property, or reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or

(2) breach any intellectual property rights connected with the Site or the Parts.

(e) Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:

(1) you do not assert that you are the owner of Our Intellectual Property;

(2) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;

(3) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and

(4) you comply with all other terms of these Terms.

11. Confidential Information

(a) Each Receiving Party agrees:

- (1) unless otherwise permitted by these Terms, not to disclose the Confidential Information of the Disclosing Party to any third party;
- (2) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure;
- (3) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose; and
- (4) only disclose Confidential Information to its Personnel on a strictly need to know basis and only for the purposes set out in this clause 11 and that such Personnel are subject to confidentiality obligations at least as extensive as those contained in this Agreement.

(b) The obligations in clause 11(a) do not apply to Confidential Information that:

- (1) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;
- (2) is authorised to be disclosed by the Disclosing Party;
- (3) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
- (4) must be disclosed by law or by a regulatory authority, including under a summons, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.

(c) Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 11. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 11.

(d) This clause 11 will survive the termination of these Terms.

12. Limitations on and exclusions to our liability

(a) Neither Party may benefit from the limitations and exclusions set out in this clause 12 in respect of any liability arising from its deliberate default.

(b) The restrictions on liability in this clause 12 apply to every Liability arising under or in connection with these Terms including liability in statute, contract,

equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

(c) Nothing in these Terms limits any liability which cannot legally be limited, including Liability for:

- (1) death or personal injury caused by negligence;
- (2) fraud or fraudulent misrepresentation; and
- (3) defective products under the Consumer Protection Act 1987.

(d) Subject to clauses 12(a)(no limitation in respect of deliberate default) and 12(c) (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:

- (1) we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with your selection or provision of the Manufacturing Specifications or User Content that we rely on to manufacture the Parts; and
- (2) you are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with: (i) you or any of your Personnel infringing the rights of any third party (including Intellectual Property Rights); and/or (ii) any property loss or damage, or personal injury or loss, arising from your provision of User Content to us and/or our reliance on your User Content to manufacture the Parts.

(e) This clause 12(e) applies only to the extent that you purchase the Parts as a business. Subject to clauses 12(a)(no limitation in respect of deliberate default) and 12(c)(liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:

- (1) neither Party will be liable for any Consequential Loss;
- (2) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party, including any failure by that other Party to mitigate its loss; and
- (3) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Parts to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Parts to which the Liability relates.

(f) This clause 12(f) applies only to the extent that you purchase the Parts in your capacity as a Consumer. Subject to clauses 12(a)(no limitation in respect of deliberate default) and 12(c)(liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:

(1) we only supply Parts for domestic and private use to consumers. Where you are a consumer and you use Parts for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity;

(2) a Party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party, including any failure by that other Party to mitigate its loss;

(3) we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with your selection or provision of the Manufacturing Specifications or User Content that we rely on to manufacture the Parts; and

(4) if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

(g) We have given commitments as to the compliance of the Parts with these Terms and applicable Laws in clause 5. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

(h) Despite anything else to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any liability caused or contributed to by, arising from or connected with any event or circumstance which is beyond our reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

13. General

(a) **Access:** The Site may be accessed in the UK and overseas. We make no representation that the Site and our services comply with the Laws (including intellectual property laws) of any country outside of the UK. If you access the Site or order any Parts from outside of the UK, you do so at your own risk and you are responsible for complying with the laws in the place you access the Site or order the Parts from.

(b) **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

(c) **Disputes:** Where you are a consumer, if you are not happy with how we have handled any complaint, you may wish to resolve the situation through alternative dispute resolution. This is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You may contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/>. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. Where you are not a consumer, neither Party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with the other Party to seek (in good faith) to resolve that dispute (unless that Party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

(d) **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out at the beginning of these Terms or to you at the details provided when you submitted your order or in your account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

(e) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.

(f) **Entire agreement:** Subject to your consumer law rights, these Terms contain the entire understanding and agreement between you and us in respect of their subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

(g) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.

(h) **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

14. Definitions

(a) **Confidential Information** includes information which:

(1) is disclosed to the Receiving Party in connection with these Terms at any time;

(2) is prepared or produced under or in connection with these Terms at any time;

(3) relates to the Disclosing Party's business, assets or affairs; or

(4) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms, whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

(b) **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

(c) **Disclosing Party** means the party disclosing Confidential Information to the Receiving Party.

(d) **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

(e) **Party** means either you or us and **Parties** means both you and us.

(f) **Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

(g) **Receiving Party** means the party receiving Confidential Information from the Disclosing Party.

Last update: 27 July 2024

AX3D