

Skriware Terms & Conditions

Unless otherwise agreed in writing, these Skriware Terms & Conditions exclusively apply to purchase orders for Skriware devices: 3D printers, robots, filaments and other accessories (hereinafter referred to as “**Products**”) placed through the skriware.com/store website (“**Skriware eStore**”) and to orders for printable 3D designs (“**Models**”) available through the skrimarket.com website (“**Skrimarket**”), as well as to your use of the skriware.com website (the “**Website**”)

Skriware Sp. z o.o. with its registered seat in Warsaw at ul. Kolejowa 19/21, entered in the Register of Entrepreneurs by the District Court for the Capital City of Warsaw, [...] Commercial Division of the National Court Register, KRS 0000540128, with share capital of PLN 250 000, NIP (Tax ID) 5213687934, REGON (Statistical number): 360721812 (hereinafter referred to as “**Skriware**”) is the owner and administrator of the Website, the Skriware eStore and Skrimarket. Skriware is also party to all the agreements concluded via the Website, the Skriware eStore and Skrimarket, subject to provisions on conclusion of contracts between you and Uploaders, as described in Section B.4. below.

Correspondence address:

Skriware sp. z o.o., Kolejowa 19/21, 01-217, Warsaw, Poland

E-mail address:

info@skriware.com

Telephone number:

+48 510 480 176

These Skriware Terms & Conditions are available at skrimarket.com/terms_and_conditions. Upon placing an order through the Skriware eStore or Skrimarket, a copy of these Skriware Terms & Conditions will be delivered to your e-mail address provided at checkout or at registration point, for your future reference.

Skriware reserves the right to change these Terms & Conditions from time to time for an important reason (e.g. in case of (i) a material change to our business model or business circumstances, (ii) the way we operate, (iii) as a response to legislative changes, (iv) other justifiable reasons). Despite the change, for all your past orders you will remain to be bound by Skriware Terms & Conditions in place at the time of placing your order. In any event, you will be notified of any such changes via e-mail at least 14 days before the changes come into force. Upon such notification the Updated Skriware Terms & Conditions will be binding with respect to any future orders placed by you. In particular, you will be asked to confirm that you read and accept Skriware Terms & Conditions applicable at the purchase order date. We also encourage you to monitor the Website for any changes.

A. Skriware eStore

1. Orders placed through Skriware eStore

- 1.1 You can purchase Skriware Products by selecting them through the Skriware eStore website and adding them to the basket. You are not required to register or create a user account in order to proceed with your purchase.
- 1.2 Once you have selected the desired Products, you will be required to provide the following information at the point of checkout: first name, last name, shipping address, e-mail address, telephone number, credit or debit card details. It is your responsibility to ensure that the information provided is correct and up to date and to notify Skriware immediately in the event of a change in the data provided in the process of placing your order. To the maximum extent permitted by applicable law, Skriware shall not be held liable for any loss, damage or costs incurred by you due to provision of incorrect data.
- 1.3 By placing the order you assert that you are of 18 years of age or older and that you have legal capacity to enter into a binding contract.
- 1.4 To confirm your order, you will be required to click the “Confirm payment” button. By clicking the button, you acknowledge that you are placing an order with an obligation to pay the price indicated at checkout point.
- 1.5 The total price for the ordered Products and shipment fare may vary depending on the Product type, technical specifications and country of delivery. The total price, inclusive of all applicable taxes, will be indicated at the point of checkout and no additional charges will apply. You will receive the Products with a VAT invoice or a receipt, in accordance with the applicable laws and regulations and depending on your choice.
- 1.6 For the avoidance of doubt, information about Products provided through the Skriware eStore constitutes an invitation to treat within the meaning of Art. 71 of the Polish Civil Code. By placing your order, you make an offer to purchase the selected Products on terms set out in the Skriware Terms & Conditions.
- 1.7 The order placed by you does not constitute a binding contract until Skriware confirms the availability of the ordered products and its acceptance of the order via e-mail. Please note that we process purchase orders as per the current availability of our Products, which may at times be unavailable for immediate purchase. Skriware will make its best effort to confirm your order within one business day of its receipt.
- 1.8 To the maximum extent permitted by applicable law and only for important, justified reasons, we reserve the right to reject your purchase order, in particular in the following circumstances:
 - if the ordered Products are unavailable;
 - if you are in delay with your past payments;
 - in case of bankruptcy or a risk of insolvency of the ordering party;
 - in a payment institution refuses to authorise the payment;
 - in case there exists a justified suspicion that the purchase order has been placed in bad faith, involves fraud or was placed by an unauthorized individual.

2. Delivery of Products

- 2.1 Currently Skriware delivers its Products to countries within the European Economic Area (EEA) and these Skriware Terms & Conditions shall apply to such deliveries only.
- 2.2 The estimated delivery time of the ordered Products will be indicated at the point of checkout, before you confirm your order. The waiting time will be dependent on availability of Products at the time you place your order.
- 2.3 Skriware reserves the right to contact you at the e-mail address or telephone number provided while placing your order, to inform you about the progress of your order and provide you with information on its status and delivery.

2.4 Upon delivery, you have an obligation to inspect the condition of the received Products in terms of quantity and quality, including verification, whether the delivered Products are not visibly damaged. In the event that you identify any shortages or damage to Products, you have an obligation to specify any such shortcomings on the delivery document provided by the courier, as well as notify Skriware by e-mail within 7 days of delivery of any identified faults. The risk of loss and damage to Products passes to you on delivery.

3. Right to withdraw from the contract

3.1 If you are a consumer, you have the right to withdraw from the contract concluded with Skriware within a period of 14 days, without giving any reason for doing so and without incurring any related costs, except for expenses specified below. The said period begins when you as a consumer, or a third person authorised by you, confirms the receipt of the Products.

3.2 In order to communicate your intent to withdraw from the contract, you can send us an e-mail to: info@skrimarket.com. In doing so, you can make use of the following withdrawal form:

“To: Skriware Sp. z o.o. (a limited liability company) with its registered seat in Warsaw at: ul. Kolejowa 19/21, 01-217, Poland.

I hereby give notice that I withdraw from my contract of sale of the following products: [•], ordered on [•] and received on [•].

Name: [•]

Address: [•]

Date: [•]”

3.3 You are required to send back the Products (hand them over to the courier) without undue delay and in any event not later than 14 days from the day on which you have communicated to Skriware your decision to withdraw from the contract. The deadline will be met if you send back the goods before the period of 14 days has lapsed.

3.4 In the event that you withdraw from the contract, you shall bear the direct cost of returning the goods (the shipping costs).

3.5 Skriware shall only accept the returns of Products in and unchanged condition, in their original packaging and accompanied by the relevant invoice or receipt and return form, as well as the complete content of the Product packaging.

3.6 In the event of your withdrawal from the contract with Skriware, the contract is deemed null and void. Skriware is obliged to immediately, but no later than within 14 days of receipt of a consumer’s declaration of withdrawal, refund the consumer all the payments he or she made in relation to a given purchase order, apart from the costs of delivery of Products to the consumer. Skriware makes refunds using the same method of payment you used unless you explicitly requested a different method of refund, and such other form does not generate any additional costs for Skriware. We may withhold the refund of payments received from you until we have received the products or until you have presented Skriware with a proof of sending the Products back to us, whichever is the earliest.

3.7 You shall be held liable for any decrease in the value of Products resulting from their use in a way beyond what is required to establish the nature, features, and functions of the Products.

4. Liability for defects and warranty

4.1 Skriware undertakes to deliver Products free from defects. Skriware shall be liable for defects in Products pursuant to applicable provisions of the Polish Civil Code.

4.2 Skriware 3D printers are covered by a warranty, in accordance with which the Skriware (the warrantor) ensures faultless operation of Skriware 3D printers and undertakes to repair defective printers free of charge. The warranty is granted for the period of 12 months as of the date of purchase. 3D printers are repaired by Skriware in Poland. Repairs covered by the warranty will be carried out within 15 business days of delivering a defective printer to Skriware. After the lapse of the above period, the repaired printer will be shipped back to you. In the event that it turns out that the printer covered by warranty is faulty beyond repair, Skriware will reimburse all the costs incurred by you, including the cost of shipment.

4.3 The warranty covers only design faults or defects, which may occur during the warranty period and were not patent at the time of inspecting the printer upon delivery. The warranty does not cover in particular the following: (i) mechanical damage and resulting defects, (ii) damage and defects which resulted from using the printer contrary to the attached instructions and directions for use, (iii) damage caused by maintenance and storage contrary to Skriware's instructions; (iv) use of accessories other than originally marketed by Skriware (in particular non-original filaments, cables, software); (v) consumables and real wear parts (in particular nozzles, print beds, extruders' gears and bearings). More detailed warranty terms are outlined in the warranty card provided together with the 3D printer.

4.4 You can exercise your rights under the statutory warranty for defects irrespective of the rights arising from the warranty provided by Skriware. Exercising the rights arising from the warranty does not affect the liability of Skriware under the statutory warranty provided for by the Polish Civil Code.

B. Skrimarket

1. Account creation

- 1.1. In order to be able to download Models from Skrimarket, you will be required to create a user account.
- 1.2. In order to create an Account, you are required to sign up by filling in a sign-up form available on the skriware.com. During the sign-up process, you are asked to provide your current e-mail address, username and password, as well as accept these Skriware Terms & Conditions and the Privacy and Cookie Policy.
- 1.3. You may be asked to indicate, whether your place of residence (registered office, place of residence) is in the territory of the European Union or outside. You acknowledge and agree that Skriware uses a tool for locating the device (and the connection) in the computer network in the country from you sign up. In case of discrepancies between the place of residence option set by the User during the sing-up process and the results of the verification done by Skriware, which includes but is not limited to locating the device (and the connection) in the computer network in the country from you sign up, Skriware

shall have the right to refuse to create the user account. Regardless of the above, you acknowledge that the above location verification will be continued also after the sign-up on the Website. We use such functionality for fraud prevention purposes, based on our legitimate interest as a data controller. For more information please refer to our Privacy and Cookies Policy.

- 1.4. Once the above-mentioned verification is completed, you will receive an e-mail notification confirming that your account has been created and tied to the e-mail address provided by you. In order to complete the sign-up process, you must activate your account by clicking the link sent to you via e-mail together with the information that your account has been established.
- 1.5. After you have successfully signed up on the Website, you will be given access to the Website's full functionality. You can log onto your account each time, by providing your login and password set during registration. You have an obligation to keep your login credentials confidential at all times. To the maximum extent permitted by applicable law, Skriware shall not be held liable for any loss or damages resulting from your failure to keep the login credentials confidential.
- 1.6. Each user account is created for one registered user. You can edit your data in the upon logging onto your account. You have an obligation to ensure that the data associated with your user account, in particular your e-mail address, are correct and up-to-date at all times.
- 1.7. By creating your account you assert that you are of 18 years of age or older and that you have legal capacity to enter into a binding contract. Skriware reserves the right to cancel your account if we establish that you fail to meet these requirements.
- 1.8. Your user account is made available to you by Skriware free of charge and allows you to use the service offered on the Website and provided by Skriware, which is possible from any place via the Internet. You cover any costs connected with Internet access at the rate under the agreement with your operator. You shall not incur any costs related to the creation of the user account with Skriware.
- 1.9. In the event that we establish, or have justified grounds to believe, that you are in material breach of these Skriware Terms & Conditions or that you are involved in illegal activities via the Website or Skrimarket, we have the right to apply the following sanctions:
 - warning,
 - restriction on use of the Website or Skrimarket,
 - temporary block on your user account,
 - full block/deletion of your user account

Skriware reserves the right to temporary interruptions in the access to the Website, Skrimarket or your user account, which may be caused by modernization works or technical problems. In the event of technical problems, Skriware undertakes to resolve them as soon as possible.

- 1.10. Pursuant to Skriware's Privacy and Cookie Policy, Skriware may send you commercial information and advertising materials (in particular to you e-mail address) based on our legitimate interest in direct marketing of our products or services and subject to additional consent, where applicable. You may cancel such consent or object to the processing of your data for marketing purposes at any time by sending a relevant request to Skriware's e-mail address indicated in these Skriware Terms & Conditions.

2. Fees for the Models

2.1 You will not be charged any fees for creating the user account. Fees will apply to certain Models and will be payable to an individual or an entrepreneur who sells or makes available

Models owned by them via Skrimarket (the “**Uploaders**”). Additional fees for the use of certain payment channels may be applied by your credit or debit card provider. Skriware will charge its commission to each price (license fee) and transfer the remaining amount to the Uploader. The amount of commission on the price for granting license on Skrimarket may be different depending on the type of the payment operator which enables the transaction.

2.3 All fees are expressed in USD, or otherwise any change shall be communicated. You have the obligation to promptly pay any fees and taxes imposed on you and related to your use of services provided via the Website. In particular, you agree to pay by yourself any applicable taxes, fees, etc. amounts due in relation to the funds received under agreements concluded via the Website, if any. The total price displayed shall comprise all such taxes.

2.4 Services or other functionalities provided through Skrimarket may be different depending on the country or the region. Skriware, due to intellectual property regulations, is not able to ensure that a service, a certain type of functionality or range will be fully accessible to users in every country.

2.5 You represent that you are not a goods and services tax (VAT) payer. If you become a VAT payer or you already are a VAT payer, you have the obligation to provide any data which the Skriware needs to prepare a VAT invoice, in particular your VAT identification number. The invoice will be sent to your e-mail address.

2.6 You acknowledge that placing orders via the Website connected with the purchase of a Model/license entails an obligation to pay.

3. License

3.1 You acknowledge that you understand and accept that by paying for the using a Model shared by an Uploader via Skrimarket you pay for a non-exclusive, single, non-transferable (without the right to sublicense), world-wide license for the Model, granted by the Uploader.

3.2 Your right to use the Model covers the following fields of use:

- convert the Model to the language of the Skriware printer and print any number of 3D copies included in the Model,
- temporarily multiply the Model digitally in the memory of the Skriware printer/memory of your computer to make a printout.

3.3 You acknowledge that you cannot save a Model in the memory of your computer, or on any other storage media (in particular, to make printouts on the basis of the model later).

3.4 You undertake not to:

- make any changes to the Model,
- try to or save the Model on any storage media,
- share the Model with any third parties,
- modify, distribute, share, including on the Internet, multiply, lease, rent, lend for use, sublicense, change, or translate the Model or the software necessary to make a printout on a Skriware printer,
- tamper with the Model or the software necessary to make a printout on a Skriware printer.

3.5 To the maximum extent permitted by applicable law, the Skriware does not guarantee that the Model will be defectless, will work properly and that it will meet your expectations or be compatible with your software. Skriware does not grant statutory warranty for any defects of the Model.

3.6 To the maximum extent permitted by applicable law, Skriware shall not be held liable to you for proper operation of the Model (in particular due to the fact that Skriware is not a

party to the license agreement pertaining to the Model), or for any (direct or indirect) damages or lost profits connected with the use of the Model by you.

4. Relationships between Uploaders and you

- 4.1 You acknowledge that transactions may sometimes entail fraud. Skriware takes due care to verify both Uploaders and users, in particular during the process of user registration, or when users make payments. However, the Internet does not give a full guarantee that the identity of all parties participating in transactions will be verified.
- 4.2 Each Uploader, as well as you, is individually responsible for exercising due care when entering into transactions via Skrimarket and using the services offered via Skrimarket, as well as for following the accepted Skriware Terms & Conditions and meeting other legal obligations.
- 4.3 The agreement between you and an Uploader is concluded when your payment is confirmed with the relevant functionality available on Skrimarket. Any other activities of the parties to the agreement, their mutual rights and obligations are regulated by the relevant laws and regulations.
- 4.4 By purchasing a single license for the Model, you do not purchase copyrights to the Model, or to the software related to the use thereof.
- 4.5 At the time of concluding an agreement with the Uploader, you make a statement to the Uploader that you:
 - purchase the Model after making sure that you have the possibility to print it,
 - have a Skriware printer,
 - accept the fact that by paying for the Model, you acquire a license to use it pursuant to the provisions of these Skriware Terms & Conditions,
 - have sufficient funds to make payment to the Uploader,
 - are aware of the fact that by buying the Model you enter into an agreement with the Uploader and not Skriware.
- 4.6 Each Uploader states and represents to you, in particular that:
 - the Uploader has full legal capacity to accept these Skriware Terms & Conditions, to grant licenses and to authorize entities to accept responsibility for their application,
 - when placing any products or services, which include but are not limited to Models on Skrimarket or when selling them via Skrimarket, the Uploader states and represents that they are free of (physical and legal) defects and any claims of third parties and that the Uploader has all and any rights to place and sell such products and services, which include but are not limited to title, copyrights, and that the Uploader has any required licenses, rights, permits and consents to use, distribute, share, publish or sell, etc. them, which includes but is not limited to the right to sell them on the Internet, in an online system, as well as that these rights are not restricted in any manner whatsoever,
 - products and services offered by the Uploader via Skrimarket, which include but are not limited to Models (a) do not infringe any rights of third parties, including copyrights, rights to trademarks, patent rights, trade secrets, privacy rights, rights of publicity, or any other property rights or intellectual property rights, or (b) do not vilify, slander, defame, or insult any persons or entities, or infringe their rights, including their privacy rights, publicity rights, or any other personal interests.

5. Right to withdraw from the contract

While you are entitled to cancel your user account at any time, you acknowledge and agree that you are not entitled to withdraw from the contract governing the downloading of a Model because:

- you agree to lose your right to withdrawal once the contract has been fully performed by the Uploader (once you purchase the Model and download it) and you expressly agree that the Uploader begins the performance of the contract before the lapse of the 14 days' withdrawal period;
- the Uploader provides digital content which is not supplied on a tangible medium and you expressly consent that the Uploader begins the performance of the contract with you before the lapse of the 14 days' withdrawal period.

You thereby acknowledge that you lose your right of withdrawal.

C. Complaints procedure

If you are not satisfied with Products or services provided through Skriware eStore, Skrimarket or the Website, or in case you encounter any problems, you can file a complaint in an electronic form by contacting our customer service team at support@skriware.com. Your complaint will be examined as soon as possible, in case on consumers in the EEA no later than within 30 days of the date on which Skriware received the complaint. Your complaint should include the description of the issue you encountered and the preferred solution to your problem. Our response to your complaint will be sent to the e-mail address from which the complaint was sent or to any e-mail address indicated by you.

D. Payment

Users may make payments as part of the payment models available on Skriware eStore and Skrimarket. The payment will be processed by SIX PAYMENT SERVICES (EUROPE) SA ODDZIAŁ W POLSCE with its registered seat in Warsaw at ul. Prosta 32, 00-838, Poland entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division, KRS number: KRS 0000367560, NIP (tax ID): 107-001- 73-60, who is a payment service provider within the meaning of the act on payment services of 19 August 2011.

A User, who requests settlement with those payment systems, hereby states and represents that they agree to making payments through websites of those payment systems and that they have read the terms of use available on the pages of those websites (in particular Six Payment Services) and accept the provisions contained therein. To the extent permitted by applicable law, Skriware shall not be held liable to you for any problems with making payments for reasons attributable to the owners of the above websites, which shall include but not be limited to delays in the completion of payments or inability to make a payment for technical reasons. In such an event, you should contact the operator of the relevant payment website in accordance with the procedure and the rules set forth in the terms of use of the website. If a payment is not accepted for reasons attributable to Skriware, you should inform Skriware thereof by sending an e-mail to the following e-mail address: info@skrimarket.com.

You acknowledge that Skriware transfers your personal data such as your first name, surname, address and other data such as the number of your card details – to the above payment operator, in order to process the data to complete transaction initiated by you. The legal basis for such transfer is the necessity to conclude and perform the contract with you.

E. Prohibited use of Skriware eStore, Skrimarket and the Website

We expect, that you do not misuse the Skriware Products or services offered through the Website, Skriware eStore or Skrimarket. You shall not:

- attempt to impersonate another person or use another person's data without authorization;
- use or distribute Skriware software, devices or Models for your own scientific or research purposes;
- violate or attempt to violate Skriware software security features, including logging into a server that you are not authorized to access, or probing the vulnerability of systems and networks;
- redistribute, decompile, reverse engineer, publish, or copy Skriware software or devices provided through the Skriware eStore, Skrimarket and the Website;
- use the Skriware Products or services for the purpose of creating a product with a substantially similar look, feel or design;
- violate any third party's rights, including intellectual property or privacy rights;
- threaten, stalk, harm, or harass others; or engage in activity in connection with the Products or services that is fraudulent, abusive, defamatory, illegal or otherwise inappropriate or upload illegal or defamatory content through the use of Skriware eStore, Skrimarket or the Website.

Engaging in prohibited uses gives ground for immediate termination of your access to Skriware eStore, Skrimarket or the Website and may also expose you to civil or criminal liability.

F. Final Provisions

Termination. The agreement between Skriware and you is concluded for an indefinite period of time. Both you and Skriware have the right to terminate the agreement (delete or request deletion of your account on Skrimarket). There is no minimum period of your obligation.
Severability and Waiver. If any part of the Terms & Conditions is held invalid or unenforceable, the remaining provisions of the Terms & Conditions will remain in full effect and an enforceable term will be substituted reflecting yours and our intent as closely as possible. Either party's failure to enforce any term or condition in the Terms & Conditions is not a waiver of its right to do so later.

Minimum technical requirements. The minimum technical requirements to use the Website, Skriware eStore and Skrimarket are: (i) Internet connection; (ii) the most up to date version of one of the following browsers with enabled cookies and Java Script: Microsoft Internet Explorer, Mozilla Firefox, Opera, Google Chrome, Apple Safari.

Governing Law. To the maximum extent permitted by applicable law, the Skriware Terms & Conditions shall be governed by Polish law. The parties shall seek to resolve all the disputes

or conflicts which may arise out of or in connection with these Skriware Terms & Conditions amicably. If you are a consumer located in the EEA, you have the possibility to use the European Commission's Online Dispute Resolution system available at: <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>.

Limitation of liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SKRIWARE OR ITS AFFILIATES, OFFICERS AND/OR EMPLOYEES BE LIABLE WITH RESPECT TO SERVICES OR PRODUCTS FOR (I) IN THE AGGREGATE, ANY AMOUNT IN EXCESS OF THE FEES PAID BY YOU TO SUBSCRIBE TO SERVICES OR PURCHASE THE PRODUCTS; (II) LOST PROFITS, LOST DATA, OR FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE ARISING OUT OF YOUR ACCESS TO OR USE OF SERVICES; OR (III) ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EXCLUDING INTENTIONAL DAMAGE.

YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SKRIWARE AND YOU. YOU UNDERSTAND THAT SERVICES OR PRODUCTS WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. Some jurisdictions do not allow the limitations in this section, so they may not apply to you.

Miscellaneous. The Skriware Terms & Conditions are the complete and exclusive statement of the mutual understanding of the parties and supersede all previous written and oral agreements relating to the subject matter of the Skriware Terms & Conditions. If there is any conflict between the Terms & Conditions and any additional terms, conditions, and rules posted by the Skriware, the Skriware Terms & Conditions shall govern, unless otherwise indicated.