

## Terms and Conditions of Sales and Delivery for Trading with AnyShape ApS

### 1 Usage

The terms and conditions of sales and delivery (hereafter denoted “the terms”) apply to all agreements that deal with the sale and delivery of products from AnyShape ApS, CVR-no. 36555599, to the customer as well as any activity on AnyShape ApS’s website [www.anyshape.dk](http://www.anyshape.dk) and [www.makeanyshape.com](http://www.makeanyshape.com).

AnyShape is a plastic product (hereafter denoted “the product”) that can be shaped in accordance with the customer’s wishes and abilities when heated to 60° C. The product is sold in different types and colors.

### 2 Safety

In order to use the product, it must be heated to 60° C and there is a risk that the user may get burned when the user handles the boiling water or other warm items. Therefore, children should not shape the product without being under the supervision of an adult. AnyShape is not suitable for children under the age of three due to the risk of suffocation. AnyShape ApS cannot in any way be held responsible, if for instance; damage occurs to other items, animals or persons in connection with heating or cooling the product or through alternative usage of the product.

Always read the safety instructions before using the product and if doubt arises, contact AnyShape ApS. The safety instructions can be found on the website under the tab “Instructions”.

### 3 Liability

Each party is liable for its own actions and omissions under the applicable law with the limitations following the basis of contract.

#### 3.1 Product liability

AnyShape ApS assumes product liability with regards to the delivered products, but only to the extent that such liability follows an invariable law.

#### 3.2 Limitation of liability

AnyShape ApS is not liable for the customer’s use of the product. Below is a list (which is not exhaustive) of occurrences that AnyShape ApS is not liable for, in regards to whether the customer’s creations last or possibly cause harm to people, animals or material. AnyShape ApS is not liable for the following (the list is not exhaustive):

- If the customer makes a hammer using the product and hits himself on the fingers.
- If the customer makes a lamp using the product and a fire occurs.
- If the customer casts something into the product that cannot be removed, such as a body part.
- If the customer attaches something using the product and this item falls down.
- If the customer uses the product for illegal or unauthorized purposes (including for example the violation of the third party intellectual property rights.)

Regardless of any potential opposing terms in the basis of contract, AnyShape ApS's liability to the customer cannot exceed an amount corresponding to 90% of the value of the customer's purchases from AnyShape ApS within the last year including associated services.

### 3.3 Indirect loss

Regardless of any potential opposing terms in the basis of contract, AnyShape ApS is not liable for the customer's indirect loss, including loss of production, sales, profit, time or goodwill.

### 3.4 Force majeure

Regardless of any potential opposing terms in the basis of contract, AnyShape ApS is not liable for the customer's failure to fulfill obligations that can be related to force majeure. Force majeure is considered to be any conditions that are beyond the control of AnyShape ApS and that AnyShape ApS could not have predicted at the time the contract was entered into. Examples of force majeure include but are not limited to unusual acts of nature, war, terror, fire, flooding, vandalism and labor disputes.

## 4 Purchase

All trade primarily takes place on the web shop [www.anyshape.dk](http://www.anyshape.dk) or [www.makeanyshape.com](http://www.makeanyshape.com). Other agreements can be made for business clients.

A binding contract has not been entered with AnyShape ApS before the customer has received an order confirmation from AnyShape ApS. AnyShape ApS reserves the right to deny service to anyone at any time without reason.

Reservations are made regarding price errors etc., sold out items and typos.

Reservations are made regarding sold out items and delayed deliveries with AnyShape ApS's suppliers.

**Note that reservations are made regarding the pictures that demonstrate a product on the website as it may differ from the product's actual appearance. The pictures are only for guiding. The product's actual appearance can therefore differ from the illustration shown on the website. However, AnyShape ApS strives to present as accurate pictures as possible on the website, but cannot guarantee that the indication of colors will be accurate in print or on a screen.**

## 5 Cancellation

The cancellation of an order must occur as soon as possible to AnyShape ApS via email; [info@anyshape.dk](mailto:info@anyshape.dk).

If the cancellation occurs before the product has been shipped, the full purchase amount will be refunded. If the customer changes their mind about a purchase after the product has been shipped, then private customers can use the right of cancellation.

## 6 Payment

AnyShape ApS receives payment through PayPal, VISA, MasterCard, MobilePay, e-invoice (only applicable for Danish public companies) or bank transfer. If the payment occurs via MobilePay or bank transfer, the

payment will be withdrawn when the order is placed due to technical reasons. An order will not be shipped before the full purchase amount is received.

There is no additional credit card fee when trading with AnyShape ApS.

AnyShape ApS encrypts all credit card details using the SSL (Secure Socket Layer) protocol. This means that unauthorized persons cannot read the credit card numbers or any other information during a transaction with PBS.

AnyShape ApS does not have access to the customer's credit card details, as this information is sent directly to AnyShape ApS's payment provider.

## **6.1 Payment Agreement**

It is possible for companies and public institutions to obtain a payment agreement with Anyshape ApS.

The customer must pay all invoices for products or associated services no later than 14 days after receiving the invoice, unless the parties involved have a written agreement stating otherwise.

### **6.1.1 *Late payment***

#### **6.1.1.1 Interest**

If the customer, for reasons that AnyShape is not liable for, refrains from paying an invoice on time for products or associated services, then AnyShape ApS is entitled to collect interest of 3,5% per month on the amount due, which is valid from the due date of the invoice and until payment occurs.

#### **6.1.1.2 Termination**

If the customer refrains from paying a due invoice for products or associated services no later than 14 days after receiving a written claim regarding payment from AnyShape ApS, then AnyShape ApS, in addition to collecting interest as stated in section 6.1.1.1, also has the right to: (i) cancel the sale of products and/or associated services that the late payment concerns, (ii) cancel the sale of products and/or associated services that have not yet been delivered to the customer or demand payment in advance and/or (iii) apply another remedy for breach of contract.

## **7 Prices**

All prices on the website are given in Danske kroner (DKK) or Euro (EUR) and include 25% VAT.

## **8 Delivery**

The delivery costs are charged for each shipment and vary depending on the number of products, product type, weight and volume. The delivery costs appear before the payment of the purchase is completed.

AnyShape ApS has a quality goal stating that orders placed before noon (12:00) will be shipped the same day. Orders placed after noon (12:00) will first be shipped the next day. As an exception it may take multiple days before shipment from AnyShape ApS occurs. In cases where it will take more than 3 days before shipment occurs, the customer will be contacted by AnyShape ApS.

The total delivery time depends on the delivery form. In Denmark, the shipping time is typically max. 5 days and in the rest of Europe max. 7 days. Longer delivery times can occur for remote areas.

AnyShape ApS typically uses PostNord for delivery (unless an agreement stating otherwise is made). If delivery delays occur from PostNord, this will delay the delivery in terms of the anticipated delivery date. AnyShape ApS is not liable for delays related to Post Danmark. In case the delivery delay amounts to multiple days or if the delivery is never received, then AnyShape ApS will send a new delivery without any additional charge.

Post Danmark is also used for deliveries to the Faroe Islands, Greenland and foreign countries.

AnyShape ApS only delivers to addresses within Europe.

### **8.1 Examination of the delivery**

The customer must examine the delivered package when received. If the customer discovers a mistake or defect that the customer wishes to plead, then AnyShape ApS must immediately be notified. If there is a mistake or defect that the customer discovers or should have discovered, but does not immediately notify AnyShape ApS about, then it cannot be pleaded later on.

## **9 Warranty**

AnyShape ApS provides a 2-year warranty with reference to the Danish Sale of Goods Act, covering production and material defects that are noticed during the product's standard use. The warranty does not cover defects, damages or abrasions that directly or indirectly are caused by improper handling of the product, too high temperatures, poor maintenance, violence or exposure to elements that are known for breaking down or destroying the product (see Material Safety Data Sheet). A complaint regarding defects and deficiencies that should be noticed when conducting a standard examination of the product must be communicated to AnyShape ApS within a reasonable time frame. The product can then be exchanged for a new product or by agreement, credit.

In connection with any complaint cases, AnyShape ApS defray the cost of return to a reasonable extent.

It must be noted that the product is a bio-degradable plastic material that will decompose if it is exposed to certain microorganisms. Likewise, the product cannot, just as many other plastic materials, stand exposure to UV light, because it makes the product brittle and any colors can fade. The warranty no longer applies if the product is damaged after being exposed to the above mentioned or similar conditions. These conditions are described in the Material Safety Data Sheet, which can be found on the website.

### **9.1 Warranty and returns**

The customer must always address AnyShape ApS via email at [info@anyshape.dk](mailto:info@anyshape.dk) in advance of a complaint. Products are returned to the following address unless instructed otherwise:

AnyShape ApS  
Mariendalvej 20  
9500 Hobro  
Denmark

Marked: Complaint

Returns are sent to this address unless instructed otherwise. Note that AnyShape ApS does not receive packages sent cash on delivery. It is not a requirement but service is quicker if sufficient information is included in the returned package. This can for example be a copy of the order confirmation, registration number, and the account number of the bank account to which the refund will occur, copies of possible prior correspondence and so on.

## 9.2 Refund

In case of agreed price discounts or reductions, returned products or prepaid products that are cancelled before shipment, there must be a full or partial refund of the purchase amount. The refund is normally via bank transfer (unless other agreements have been made), and AnyShape ApS therefore needs information about the customer's bank registration and bank account number. This information is none sensitive and can therefore be disclosed via email or other traditional ways of correspondence.

## 10 Right of Cancellation

### 10.1 Information about the right of cancellation according to the Danish Consumer Protection Act

A consumer has a right of cancellation period of 14 days after a consumer purchase according to the Danish Consumer Protection Act. The right of cancellation is not valid for business owners.

According to Danish law, the consumer does not have the right of cancellation for certain types of sealed products if the seal is broken. This applies to sound and video footage, computer software and products that are sealed for sanitary reasons.

### 10.2 Utilization of the right of cancellation

If you as a consumer wish to utilize your 14-day right of cancellation, which is valid from the day the product is received, you must return the product in the sealed packaging because the product is sealed for sanitary reasons. If you are in doubt about whether the product will live up to your expectations, then you can ask for a free product sample that will be attached to your order.

When the product that is being returned is received and accepted by AnyShape, the purchase price will be refunded to your account within a few days.

The consumer bears the cost of return.

AnyShape ApS must be notified about a cancellation no later than 14 days after the purchase, and the product must be returned no later than 14 days after the cancellation.

The announcement of a cancellation must be given via email at [info@anyshape.dk](mailto:info@anyshape.dk). In the announcement the customer must clearly state that they wish to utilize their right of cancellation. It is also possible to use the standard cancellation form in Appendix 1, but it is not mandatory.

The package must be marked "Right of cancellation" and a copy of the purchase invoice as proof that the product was purchased from AnyShape ApS must be enclosed in the package. If you wish to utilize your right of cancellation in this agreement, we will refund all payments made by you, including delivery costs (though

not extra costs incurred in consequence of your choice of a different type of delivery than the cheapest type of standard delivery that we offer), without undue delay and under all circumstances no later than 14 days after the date we receive the announcement of your decision to cancel the agreement. The repayment is done with the same means of payment that you used during the initial transaction, unless you have explicitly agreed to something else. Under all circumstances, you are not to pay any type of fee as a consequence of the repayment.

Repayment is usually done via a bank transfer and AnyShape ApS therefore needs information regarding the sort code and account number for the customer's bank account. This information is not sensitive and can therefore be disclosed via email or other traditional ways of correspondence.

The product must be returned to the following address unless instructed otherwise:

AnyShape ApS  
Mariendalvej 20  
9500 Hobro  
Denmark  
Marked: Right of cancellation

AnyShape ApS recommends that the product is returned using PostNord or other international postage service and that it is sent as parcel post with distribution. By doing so, it is possible to track the package in PostNord's system. This removes any doubt about whether the package has been delivered to AnyShape ApS. The customer will also be able to mark the package as missing in case it is not delivered.

## 11 Special conditions for business customers

### 11.1 Intellectual property rights

#### **11.1.1 Proprietary right**

The full proprietary right to all intellectual property rights regarding products and associated services, including patents, design, brands, and copyrights, belong to AnyShape ApS.

#### **11.1.2 Violation**

If the delivered products violate intellectual property rights then AnyShape ApS must do the following on their own account:

- I. Ensure the customer's right to continue their use of the violated products or
- II. Change the violated product so they are no longer violated or
- III. Replace the violated products with products that are not violated or
- IV. Repurchase the violated products at the original net price with a reduction of 20% per year passed since delivery.

The customer does not have other rights on the occasion of products' or associated services' violation of intellectual property rights.

## 11.2 Confidentiality (Concerns business customers)

### **11.2.1 Disclosure and usage**

The customer may not disclose, use or make others able to use AnyShape ApS's trade secrets or other information no matter what type it may be when they are not publically available.

### **11.2.2 Protection**

The customer may not in an indecent manner attempt to learn about or control AnyShape ApS's confidential information as described in section 11.2.1. The customer must store the information safely to avoid that others unintendedly learn about it.

### **11.2.3 Duration**

The customer's obligations according to sections 11.2.1-11.2.2 are valid during commerce between partners and are without time limitation after the termination of the commerce, no matter what the reason for the termination.

## 12 Valid law and venue

### 12.1 Valid law

The partners' commerce is in all respects subject to Danish law.

### 12.2 Venue

Any dispute that may arise in connection with the partners' commerce must be settled in a Danish court of law.

## 13 User comments, feedback and other entries

If you with or without AnyShape ApS's request send specific entries (for example competition entries), creative ideas, suggestions, recommendations, plans or other material via online media, email, mail, or any other way to AnyShape ApS. You accept that AnyShape at any point in time without limitation can edit, copy, publish, distribute, translate or in any other way use the submitted material.

AnyShape ApS is not obliged to:

- 1) Pay compensation for any submitted material or ideas (unless a written agreement states otherwise)
- 2) React to any submitted material or ideas.

AnyShape ApS can, but is not obliged to, monitor, edit or remove content from the website or social media sites that AnyShape ApS considers to be illegal, offensive, threatening, defamatory, obscene, pornographic, indecent or in any other way offensive or that violates intellectual property rights or AnyShape ApS's terms.

You accept that your comments do not violate any intellectual property rights, including copyright, brands, privacy, personality or other personal or proprietary rights. Furthermore, you accept that your comments do not contain defamatory or in any other way offensive material or contain computer viruses or other

malware that in any way can affect the operation of AnyShape ApS's website or anyone tied to the website. You may not use fake email addresses, pretend to be someone else than yourself, or in any other way mislead us or third parties regarding the origin of the comments. You alone are responsible for any possible comments you make and their accuracy. AnyShape ApS does not take responsibility for any possible comments submitted by you or a third party.

## 14 About AnyShape.dk

### 14.1 Personal data policy

At AnyShape ApS we greatly respect your personal information and AnyShape ApS therefore does not disclose your personal information to a third party (We also hate Spam)!

In connection with a purchase of products from AnyShape ApS, it may be necessary to disclose certain information to a third party, such as PostNord. Therefore, by accepting the terms before paying for an order, the customer approves that AnyShape ApS discloses the personal information that is necessary to complete and deliver the order to the third party.

The customer can at any time be informed of what information AnyShape has about the customer and the customer can at any time have this information corrected or deleted.

AnyShape ApS encrypts all credit card details using the SSL (Secure Socket Layer) protocol. This means that unauthorized persons cannot read the credit card numbers or any other information during a transaction with PBS.

AnyShape ApS does not have access to the customer's card information, because this information is sent directly to AnyShape ApS's payment provider.

It may occur that AnyShape registers the customer's behavior on AnyShape ApS's website to make sure that the customer gets the best possible customer experience. It is possible that AnyShape ApS gathers unidentifiable information about visitors at AnyShape.dk, such as country, e-mail address and the like.

We do this to find out which of our products are the most popular, among other things.

### 14.2 Cookies

AnyShape.dk uses cookies to improve the customer's experience on the website.

### 14.3 What are cookies

A cookie is a data file on the website the customer has visited, which is saved on the customer's computer. Cookies are used by most websites and help make sure that the website's functions work as they should and they are used to be able to recognize the customer's computer during returning visits. Personal information is not stored in AnyShape ApS's cookies and they cannot spread a virus or other damaging programs.

### 14.4 Links to other websites

AnyShape ApS's website can contain links to other websites or to integrated sites, such as Facebook. AnyShape ApS is not responsible for the content of other companies' websites or how they collect personal

information. When the customer visits other websites, we encourage the customer to read the owner's policy regarding protection of personal information as well as other relevant policies.

## **15 Copyright**

Everything on AnyShape ApS's website is protected under the copyright law. Use of layout, pictures and texts is not allowed without preceding agreement with AnyShape ApS.

## **16 Complaint**

AnyShape ApS wants the best treatment of our customers. If you are unhappy with AnyShape ApS's products or service we want to hear from you and we will do our best to meet your needs.

Complaints and general questions can always be sent to [info@anyshape.dk](mailto:info@anyshape.dk) or by telephone +45 91569780.

## Appendix 1

### Standard Cancellation Form

(This form is filled out and returned only if the right of cancellation is exercised)

- To AnyShape ApS, Mariendalvej 20, 9500 Hobro, Marked: Right of cancelation
- I/we (\*) hereby announce that I/we (\*) wish to exercise the right of cancellation in regards to my/our (\*) purchase agreement for the following products (\*)/delivery of following services (\*)
- Ordered on the (\*)/received on the (\*)
- The consumer's name (consumers' names)
- The consumer's address (consumers' address)
- The consumer's signature (consumers' signatures) (only if the form's content is sent in paper)
  
- Date

(\*) Anything irrelevant is erased.