

**X3D Technology
Palawatr Co., Ltd.**

3D Printing Services Terms & Conditions

By using the X3D Invent website and service ("X3D"), you (the "Client") acknowledge to have read, understood and agree to be bound by these "Terms and Conditions" and to comply with all applicable laws and regulations.

ORDERING

1) Placing an order / Getting a quote

To order a print of your model, start by uploading your 3D model to our website or sending the model data via email. A quotation will be sent to you within 1-2 business days for confirmation. Quotes are valid for 30 days from the date of issue. 3D models will only be accepted in STL file format.

2) Unacceptable orders, cancellation of orders by us

There may be technical or other reasons why we cannot accept or must cancel your order during the entire ordering process, even after our acceptance of your order. (Such reasons can be for example but not limited to the infeasibility of the model, the features of your model, STL file errors, the destination of the delivery you indicated in your order etc.) In case we cancel your order X3D will contact you via email.

3) Payment

Payment must be made in full prior to printing. Lead times for the printing process start on completion of payment and not from the time of the upload.

4) Lead Times

Lead times are only estimates and NOT IN ANY WAY guaranteed. Infrequent and unpredictable factors like machine failure, power cuts and acts of God may cause orders to be delayed by a number of days.

5) Shipping

Your order will be delivered to your shipping address or will be available for pick-up depending on the service you choose. We are not liable for incorrect shipping addresses, and no refunds are given if incorrect shipping addresses are given.

6) Cancellation of your order, return of models

Due to the nature of our Services, you cannot cancel your order after it goes into production, and no refunds will be given.

X3D is NOT responsible for your design should it not work or not fit the designed purpose, especially where the design of the part does not follow our recommended design guideline regarding clearance, wall thickness and other relevant aspects. X3D is NOT responsible for 3D model data errors of CAD files supplied by the Client.

7) Minimum Guaranteed Thickness

Parts are guaranteed with a minimum wall thickness of 1 mm. We will print things thinner than 1 mm, but it is at your own risk. If these break in our hands, your hands, during delivery, or lost during the cleaning process, it will not be covered or reprinted for free. Although we do our best to check over every single model for printing, sometimes thinner parts can be missed. X3D is not held responsible if the parts are missed and printed anyway which results in a failed or broken part.

8) Polishing and Dyeing

Polishing and dyeing are additional processes to the lead times that are stated. If you agree to use one of these services then you accept that additional working days may be added to the lead time if necessary.

9) Use of 3rd Party Companies

In certain circumstances, it may be necessary for X3D to use a 3rd party company to complete orders or certain aspects of a job. e.g. finishing work. X3D cannot be held responsible if there are any problems or longer lead times caused by using this 3rd party. Although we strive to complete jobs within the lead times stated, we cannot always guarantee these.

10) Delays to Order

In some rare circumstances there may be a delay to your order, in these circumstances there may be a variety of reasons which include, but are not limited to; machine failure, power cuts and 'Acts of God', or special post-processing requirements. If one or more of these issues do arise, we will re-print the affected files, but this may cause a delay to the order while we await the reprints. As these problems are always unforeseen, we accept no responsibility for missed deadlines and is under no obligation to offer a refund or any form of compensation.

11) Part Accuracy

X3D does not guarantee any part to any degree of accuracy, because some parts can suffer from uncontrollable shrinkage due to their geometry which cannot always be predicted. However, most parts are within +/- 0.3 mm of the original dimensions, or +/- 0.3% of the dimension, whichever is greater. No reprints will be offered if a part falls within the stated tolerances. If a part falls outside of these tolerances, it is up to the discretion of X3D if the part is to be reprinted. Anything that is under our 1 mm guaranteed thickness is not covered at all to any level of accuracy.

12) Order Refunding or Reprinting

In the rare cases that orders must be reprinted or orders are to be refunded due to issues with the printed parts, all received items must be shipped back to X3D at the cost of the Client. X3D will not begin the reprinting or refund the order until the package has been received and assessed for damage.

If X3D believes that the parts originally supplied conform to our Terms and Conditions, X3D will declare the order fit for purpose and will provide an explanation on the reasons why. No refund or reprint will be organised in this instance. Re-delivery of the order is the responsibility of the client.

Any refunds or reprints that are agreed upon will complete within 10 business days unless otherwise stated.

Any issues that arise from any order that is placed with X3D must be reported within 30 days of the order being received as per the tracking number provided. Failing to do so will waive all rights to any reprints or refunds. X3D advises that you check all parts of your order when they arrive for any faults or issues.

WARRANTY

As X3D is not responsible for the design of the part, X3D offers NO warranty on any parts and does not insure against the parts in any way. Though 3D printing is an excellent and cost-effective way to manufacture low volume and one-off items, the quality and price are unlikely to match those of mass-produced items. Misunderstanding of strength, surface finish, resolution, accuracy and cost are not grounds for a refund or reprint in any case.

X3D MAKES NO WARRANTY OTHER THAN THOSE MADE EXPRESSLY IN THIS TERMS AND CONDITIONS TO THE FULLEST EXTENT PERMITTED BY LAW, X3D HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Fit for Purpose

All parts that X3D manufactures are manufactured to a suitable standard. However, it is stressed that any part manufactured for any other purpose than that of prototyping should be submitted for testing by the relevant regulating bodies. X3D accepts no responsibility for parts used for any other purposes than prototyping. X3D recommends that parts are certified for their use and deemed fit for purpose.

Intellectual Property

The Client represents and warrants to X3D that any elements of text, graphics, images, designs, trademarks or other material supplied or disclosed to X3D are the property of the Client or the Client has permission from the rightful owner to use each of those elements and that X3D's use of such material shall not infringe the intellectual property rights of any third party. X3D will inform the relevant governing bodies in the event that it finds itself in possession of an illegal image. Any product produced by X3D for the Client using or containing anything supplied or disclosed by the Client which infringes the intellectual property rights of any third party will remain the liability of the Client and the Client will indemnify and keep indemnified X3D against any loss, damage claim or expense arising out of such infringement.

We are willing to sign a non-disclosure/confidentiality agreements where necessary.

Confidential information

The parties agree to treat as secret and confidential and not at any time for any reason during or after the termination of the agreement to disclose or permit to be disclosed or made use of

any confidential information concerning the other's business which they may acquire in the course of the agreement.

LIMITATION OF LIABILITY

These Terms and Conditions set out the full extent of our obligations and liabilities in respect of the X3D Invent Services. There are no warranties, conditions or other terms that are binding on us regarding the supply of Services except as expressly stated in these Terms and Conditions. Any warranty, condition or other term arising out of or in connection with the Services or the delivered models which might otherwise be implied into or incorporated into these Terms and Conditions by statute, common law, laws applicable in the country where you ordered the Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded.

X3D WILL NOT BE LIABLE FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY OR OTHERWISE. OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE RECEIVED FROM YOU BY X3D FOR THE RELEVANT ORDER.

INDEMNIFICATION

You agree to indemnify and hold X3D, its partners, affiliates, distributors, dealers, agents and their employees harmless from and against all liabilities, costs, damages and expenses (including reasonable attorney's fees) arising from or relating to any claims that result from your breach of these Terms and Conditions.

Change of the Website, the Services and these Terms and Conditions

X3D reserves the right to make changes to the Website, the Services and these Terms and Conditions at any time. Such amended Terms and Conditions shall be effective upon posting on this Website and will have no effect on sales that were completed before such posting. We will make reasonable efforts to post notices regarding any changes to these Terms and Conditions. Please check the Terms and Conditions published on this Website regularly to ensure that you are aware of all terms governing the Website and the Service.

MISCELLANEOUS

These Terms and Conditions, together with the Privacy Statement and any other policies, guidelines, or FAQs posted by X3D represents the complete and exclusive agreement relating to the subject matter hereof which supersedes any proposal or prior agreement, oral or written and any other communications between you and X3D. No amendment of these Terms and Conditions shall be binding upon X3D unless in writing and signed by X3D. If any provision is held to be void or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of these Terms and Conditions.

CONTACT INFORMATION

If you have any questions regarding these Terms and Conditions or the Services, you can contact us by sending an email to sales@x3dtechnology.com