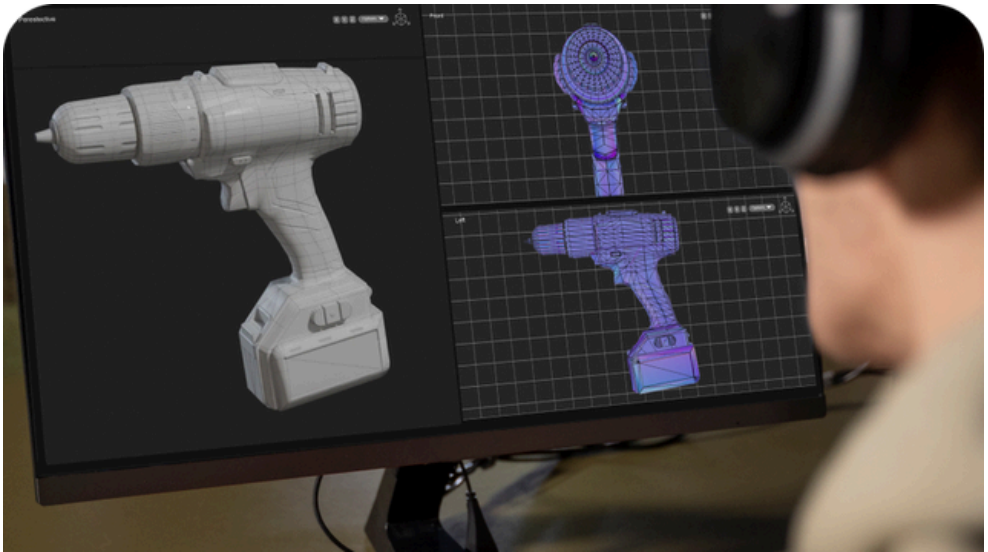
ONLINE 3D PRINTEN

General Terms and Conditions

15 November 2026



Nißlstraße 24
4040 Linz
AUSTRIA
FN 681431f, LG LINZ
VAT no.: ATU83435436

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§ 1 Applicability and contracting party

1. These general terms and conditions apply to all offers, orders, agreements and deliveries between Online 3D Drucken e.U. and the customer.
2. The customer's contracting party is exclusively Online 3D Drucken e.U., FN 681431f, Landesgericht Linz. Online 3D Printen is the trade name under which we operate on the Dutch market. The full provider details are set out in § 3 and in the colophon, which is published on the same website as these terms.
3. A consumer is the natural person who acts for purposes outside his trade, business, craft or professional activity; an entrepreneur is the customer who does act for such purposes (Article 6:230g(1) BW).
4. We make these terms available to you by electronic means before or upon the conclusion of the agreement, in a manner that enables you to store them and to consult them later, and we send them together with the order confirmation on a durable medium (Article 6:234(2) BW).
5. The version of these terms that applied at the moment the order was placed governs the agreement.
6. Deviating, conflicting or supplementary terms of the customer do not form part of the agreement, unless we have expressly agreed in writing to their applicability.
7. Where we manufacture a bespoke item for a consumer, the agreement is both a consumer sale and a contract for work; both sets of rules apply alongside each other and, in the event of conflict, the provisions on consumer sale prevail (Article 7:5(4) BW).
8. The contract language is Dutch.
9. Annexes 1 to 3 form part of these terms.

§ 2 Definitions

In these terms the following definitions apply:

1. **Standard product: a product offered by us from our own catalogue that is not manufactured according to the customer's specifications.**
2. **Bespoke work: a non-prefabricated product for which an individual choice or decision of the customer is decisive. This includes in particular products that are manufactured according to a geometry supplied by the customer or modified by the customer; products that are manufactured according to dimensions, inscriptions, engravings or other individual data specified by the customer; and products that the customer orders in a form that we do not offer as a standard option in the ordering process, in particular in a colour not offered, a material not offered or a dimension not offered. There is no bespoke work where the customer merely chooses between the standard options that we offer in the ordering process.**
3. **Design service: the creation or editing of digital 3D models on the customer's instructions.**
4. **Scanning service: the digitisation of physical objects into 3D data.**
5. **Customer file: every file supplied by the customer and every drawing, sketch, photograph, document, instruction, specification or other particulars.**
6. **Digital content: files that are not supplied on a tangible medium, in particular the results of design and scanning services. The supply thereof to consumers is governed by Title 7.1AA of the Dutch Civil Code (Burgerlijk Wetboek, Articles 7:50aa et seq.).**
7. **Text form: a declaration in written characters on a durable medium, in particular by e-mail.**

§ 3 Provider details

1. Online 3D Drucken e.U., Nißlstraße 24, 4040 Linz, Austria.
2. Commercial register number FN 681431f, register court Landesgericht Linz. VAT identification number ATU83435436.
3. Telephone: +43 676 6539645, available on working days during the service hours stated on the website.
4. E-mail: info@online-3d-printen.nl
5. Competent trade supervisory authority: Magistrat der Landeshauptstadt Linz. Chamber membership: Wirtschaftskammer Oberösterreich. Description of the trade licence: manufacture of architectural models and of models of utility objects of every kind, insofar as these serve solely illustrative purposes. Applicable trade regulation: Gewerbeordnung 1994, available at www.ris.bka.gv.at.
6. These details also serve as information within the meaning of Article 3:15d BW.

§ 4 Formation of the agreement and ordering process

1. The display of products and configuration options on the website is not a binding offer, but a non-binding invitation to place an order.
2. By submitting the order via the button „Order with obligation to pay" the customer makes a binding offer (Article 6:230v(3) BW).
3. The agreement is formed as soon as we accept the order in text form or begin its performance. We confirm receipt of the order without delay by electronic means (Article 6:227c(2) BW); that confirmation of receipt does not in itself constitute acceptance.
4. We accept or refuse the order within two working days. If we do not accept within that period, the customer is no longer bound; a later acceptance constitutes a new offer that the customer may accept or refuse. Where the order is based on a quotation from us, the period of validity stated therein applies.
5. We do not retain a payment collected during the ordering process: if we refuse the order, we refund the full amount without delay by the same means of payment.
6. The prices of the price configurator apply subject to the printability check under § 6. If that check reveals a materially different effort, we notify this before the start of production and make an amended offer within two working days. The agreement is then formed only upon express acceptance by the customer; if the customer does not accept, the order lapses and we refund any payments already made in full without delay.
7. Our quotations are binding for the period stated therein; if the quotation contains no period, it is binding for fourteen days after receipt.
8. The technical steps for concluding the agreement, the possibility of detecting and correcting input errors and the storage and accessibility of the text of the agreement are described in the ordering process (Article 6:227b BW). The text of the agreement is stored and sent to the customer, together with these terms and Annex 1, on a durable medium (Article 6:230v(7) BW).

§ 5 Subject matter and types of performance

1. We carry out additive manufacturing and design services and, on request, scanning services. Which techniques, materials and colours are available is set out on the website.
2. Our products are in particular decorative, presentational, non-functional and/or demonstration objects.
3. For standard products we deliver a product with the characteristics described in the catalogue.
4. For bespoke work we manufacture the product according to the geometry supplied by the customer and the agreed parameters (material, technique, layer height, colour, infill density), but we do not warrant the product's suitability for a particular intended use, unless the customer has communicated that purpose to us no later than upon conclusion of the agreement and we have agreed to it. Towards consumers this leaves the statutory conformity requirements unaffected (Articles 7:17 and 7:18 BW).
5. For design services we create a printable digital model according to the agreed specifications and use it for the commissioned production; we do not warrant any particular design or economic result. Release of the model file itself is owed only upon express agreement (§ 24.3 and § 24.5). The number of correction rounds is agreed per order.
6. We offer small series and series production separately; the degree of production-related deviations between individual pieces is agreed per order and remains within the framework of § 7. In addition, within their scope, the terms of Annex 3 apply.

§ 6 Customer files and cooperation obligations

1. Customer files must be supplied in the formats stated on the website and in millimetres; the geometry must be closed („watertight"), correctly oriented and free of intersecting surfaces.
2. The customer is responsible for the dimensioning, wall thicknesses, tolerances, fits, strength and functional suitability of the geometry it supplies.
3. We check customer files solely for apparent printability in the chosen technique. A check for suitability for the intended use, for structural correctness or for lawfulness does not take place and is not owed. If during that check we discover a defect or an unsuitability in the supplied geometry, we warn the customer (Article 7:754 BW).
4. If a customer file proves not to be printable, we notify this. Editing, repairing or redesigning the file takes place only upon separate order and against payment.
5. If an order is not carried out on account of irreparable unprintability, we may claim payment of the reasonable inspection and processing costs already incurred, provided that we informed the customer of those costs in advance.
6. The customer makes all information required for performance available to us in full and in good time.

§ 7 Manufacturing tolerances and characteristics

1. The agreed characteristics follow from the order confirmation and from the manufacturing tolerances published on the website in the version that applied when the order was placed, unless expressly agreed otherwise in writing.
2. Material-specific characteristics, usage limits, print settings and deviating tolerances, in particular for flexible materials, are published on the same basis on the website.
3. The process-related phenomena described in Annex 2 are not defects, insofar as the agreed characteristics have been complied with; towards consumers paragraphs 7 to 9 apply.
4. Additively manufactured products have a direction-dependent (anisotropic) strength. Mechanical values are warranted only insofar as they are expressly agreed; no particular form is required for this.
5. Print direction, placement and type of the support structures and the division into components are chosen by us according to professional judgement, insofar as the customer has not prescribed those parameters in writing. If the customer prescribes them, we may object; if no agreement is reached, we may refuse the order before acceptance (§ 22.1).
6. The products are delivered in a raw state after removal of the support structures, unless the customer requests in the ordering process that these be left in place. Post-processing (sanding, smoothing, painting, calibrating bores) takes place only upon separate agreement.
7. Towards consumers, a deviation from the objectively required characteristics is validly agreed only where the consumer was expressly informed of that specific deviation upon conclusion of the agreement and expressly and separately accepted it (Article 7:18(6) BW).
8. We request that acceptance in the ordering process by means of a separate confirmation that is not pre-ticked and record it with the order.
9. Where the acceptance under paragraph 7 has not been obtained, the statutory requirements as to characteristics apply in full.
10. Deviations that exceed the applicable manufacturing tolerances constitute a defect.

§ 8 Prices, taxes and payment

1. All prices include statutory turnover tax, unless they are expressly designated as net prices.
2. For deliveries to consumers in other Member States we apply the European VAT rules for distance sales; the rate applied is shown in the ordering process and on the invoice. Towards entrepreneurs from other Member States we invoice, upon submission of a valid VAT identification number verified in the confirmation process, with reverse charge of the levy where applicable.
3. Shipping, packaging and other ancillary costs are stated separately and are included in the total amount shown before the order is submitted.
4. Payment is made via the payment methods offered in the ordering process. Production starts after receipt of payment.
5. As a consumer you are never obliged to prepay more than half of the purchase price (Article 7:26(2) BW). If you wish to make use of that option, please notify us before placing the order; we then agree on a payment of 50% on ordering and 50% on delivery. If you choose to pay the full amount on ordering, that is a free choice and not an obligation under these terms.
6. Where purchase on account has been agreed with an entrepreneur (paragraph 7), invoices are due without deduction within 21 days of the invoice date, unless stated otherwise in the quotation, the order confirmation or on the invoice.
7. For entrepreneurs, purchase on account may be agreed separately after a prior creditworthiness check. Without such an agreement, the price is due from entrepreneurs before the start of production.
8. Invoices are sent electronically in text form. The customer consents to electronic invoicing.

§ 9 Default in payment

1. If a consumer is in default of payment, the statutory interest is due (Article 6:119 BW). We charge extrajudicial collection costs solely in accordance with the Dutch Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten): 15% on the first € 2,500 of the principal sum, 10% on the next € 2,500, 5% on the next € 5,000, 1% on the next € 190,000 and 0.5% on the excess, with a minimum of € 40 and a maximum of € 6,775.
2. This compensation is due only after we have, following the occurrence of the default, fruitlessly urged you to pay within fourteen days, counted from the day after receipt of that reminder, stating the consequences of non-payment and the amount of the compensation (Article 6:96(5) and (6) BW). We charge at most one compensation per claim; if we may remind you for more than one claim, this is done in a single reminder (Article 6:96(7) BW).
3. If an entrepreneur is in default of payment, the statutory commercial interest is due (Article 6:119a in conjunction with Article 6:120(2) BW). In addition, the entrepreneur owes, without a reminder, a fixed amount of € 40 in collection costs, as well as compensation for further reasonable recovery and collection costs (Article 6:96(2) (c) and (4) BW).
4. In the event of default in payment we may suspend performance of the order concerned until payment is made. Suspension of other, already accepted orders of the same customer is permitted only insofar as there is sufficient connection between those orders and the outstanding claim (Article 6:52 BW).

§ 10 Delivery, delivery times and passing of risk

1. Delivery takes place at the delivery address specified by the customer or, if agreed, by collection.
2. We state on the website or in the order confirmation an expected production and shipping time. That statement is indicative and not a firm deadline; paragraph 5 remains unaffected.
3. The time referred to in paragraph 2 does not run for as long as a customer file is not printable, a required approval is outstanding, an agreed payment is outstanding or force majeure exists. The final period under paragraph 5 is not thereby extended; that period only does not run during the consumer's default with a payment that has been agreed under § 8 before the start of production. We inform, without delay and as a rule within one working day, in text form, about the occurrence and the ending of a ground for suspension.
4. Towards entrepreneurs, stated delivery and production times are without commitment, unless a firm deadline has been expressly agreed in writing.
5. Towards consumers we deliver without delay and in any event within thirty days, unless agreed otherwise, after conclusion of the agreement (Article 7:9(4) BW). If we do not deliver on time, the consumer may set us a reasonable further period and rescind the agreement if that period too expires fruitlessly. A further period is not required where we have definitively refused delivery or timely delivery was essential to the consumer and this was apparent to us (Article 7:19a BW).
6. Towards consumers, the risk only passes upon actual handing over to the consumer or to a third party designated by him who is not the carrier (Article 7:11(1) BW). If the consumer himself designates a carrier that we do not offer as an option, the risk passes upon handing over to that carrier (Article 7:11(2) BW).
7. Towards entrepreneurs, the risk passes upon handing over to the carrier.
8. Partial deliveries are permitted insofar as they have been agreed in advance or are reasonable for the customer.
9. If the customer is in default of acceptance, we may store the item at the customer's expense and risk.

§ 11 Retention of title

1. The delivered products remain our property until the purchase price has been paid in full (Article 3:92 BW).
2. Towards entrepreneurs, the products remain our property until all claims arising from the ongoing business relationship have been satisfied in full. The entrepreneur hereby already assigns to us its claims from resale of the goods delivered under retention of title.
3. As long as title rests with us, the customer treats the products with care and stores them properly, does not pledge them, does not transfer them by way of security and does not otherwise dispose of them, and informs us without delay of third-party claims.

§ 12 Consumer's right of withdrawal

1. The consumer may rescind a distance agreement within fourteen days without stating reasons, unless an exception under § 13 applies (Article 6:230o BW; the statute calls this the right of rescission, the directive and the model form speak of withdrawal — the same right).
2. The period begins, for goods, on the day on which the consumer or a third party designated by him who is not the carrier has taken receipt of the goods; for separately delivered goods or partial shipments, on receipt of the last; for services, on the day of conclusion of the agreement.
3. For its exercise an unequivocal declaration to us suffices; the model form in Annex 1 may, but need not, be used (Article 6:230o(3) BW). Withdrawal may also be declared via the withdrawal function (§ 14). To observe the period, timely dispatch is sufficient.
4. We refund all payments made including the delivery costs, with the exception of the additional costs of a delivery other than the cheapest standard delivery offered by us, no later than within fourteen days of receipt of the declaration of rescission, by the same means of payment and at no cost to the consumer (Article 6:230r BW).
5. We may suspend the refund until we have received the goods back or the consumer has demonstrated that he has returned the goods, whichever occurs earlier.
6. The consumer returns the goods within fourteen days of the declaration and bears the direct costs of return (Article 6:230s(1) and (2) BW).
7. The consumer is liable only for any diminution in value of the goods where handling has gone beyond what is necessary to establish the nature, characteristics and functioning of the goods (Article 6:230s(3) BW).
8. If the consumer has expressly requested that a service begin before the expiry of the withdrawal period, then upon rescission a proportionate amount is due, calculated by reference to the part of the performance rendered at that moment, as against full performance (Article 6:230s(4) BW). We request that request separately and thereby inform in accordance with Article 6:230m(1)(h) and (j) BW; if the request or that information is lacking, the consumer owes nothing (Article 6:230s(5) BW).

§ 13 Exceptions to the right of withdrawal

1. Pursuant to Article 6:230p BW there is no right of withdrawal in the case of: a) the supply of goods made to your specifications that are not prefabricated and are manufactured on the basis of an individual choice or decision by you, or that are clearly intended for a specific person (Article 6:230p(f) BW); this includes all bespoke work within the meaning of § 2. For unmodified standard products from our catalogue, by contrast, the right of withdrawal continues to exist; this also applies where you have merely chosen between the standard options offered by us in the ordering process; b) services that have been fully performed, where we began performance at your express prior request and you declared that you waive your right of rescission once we have performed the agreement (Article 6:230p(d) BW); c) the supply of digital content not delivered on a tangible medium, under the conditions of Article 6:230p(g) BW; d) sealed goods that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery (Article 6:230p(f) BW).
2. We request the consent and the declaration referred to under b and c in the ordering process by means of a separate action to be performed. Without that declaration we do not begin performance before the expiry of the withdrawal period.
3. Before the order is placed we state separately for each product whether a right of withdrawal exists, and we record that statement in the order confirmation (Article 6:230m(1)(k) BW).
4. The exclusion of the right of withdrawal leaves your statutory rights in the event of non-conformity unaffected.

§ 14 Model instructions, model form and withdrawal function

1. The complete model instructions on withdrawal and the model form pursuant to Annex I, Parts A and B, of Directive 2011/83/EU are included in Annex 1. We make these available in good time before the order is placed (Article 6:230m(1)(h) BW) and, in addition, send them together with the order confirmation on a durable medium (Article 6:230v(7) BW).
2. If the information on the right of withdrawal is not provided, the withdrawal period is extended by twelve months (Article 6:230o(2) BW).
3. For distance agreements concluded via the online interface with a statutory right of withdrawal, we make a withdrawal function available (Article 6:230oa BW, which entered into force on 25 June 2026).
4. The function is available throughout the entire withdrawal period, placed clearly visibly and easily accessibly, and is labelled legibly with an unequivocal wording making clear that the agreement can thereby be rescinded. It is usable on all common end devices, without requiring a login to a customer account.
5. After clicking, the consumer reaches an electronic form for his name, the data to identify the agreement (for example order or invoice number) and an electronic means of communication for the confirmation of receipt. Rescission of only part of the agreement is possible; submission takes place via a confirmation function that is labelled legibly with an unequivocal wording making clear that the rescission is thereby confirmed.
6. We send without delay a confirmation of receipt on a durable medium, stating the content of the declaration and the date and time of submission.
7. To observe the period, it is sufficient that the declaration was submitted before its expiry.
8. The withdrawal function is in addition to the other ways of declaring (§ 12.3).
9. For agreements without a statutory right of withdrawal (§ 13) the function is not made available.

§ 15 Conformity towards consumers

1. Consumer sales are governed by Articles 7:17 to 7:23 BW; digital content not supplied on a tangible medium, by Title 7.1AA BW.
2. Dutch law knows no fixed guarantee period. The item must possess the characteristics that you were entitled to expect on the basis of the agreement, having regard to the nature of the item, the price and our statements (Article 7:17(2) and Article 7:18 BW). Our liability is therefore not limited to two years.
3. If a deviation manifests itself within one year of delivery, it is presumed that the item already did not conform to the agreement at delivery (Article 7:18a(2) BW).
4. Report a defect within a reasonable time of discovery; a report within two months of discovery is in any event timely (Article 7:23(1) BW). Legal claims become time-barred two years after that report (Article 7:23(2) BW).
5. You may in the first instance demand repair or replacement (Article 7:21 BW). You may demand rescission or price reduction where repair and replacement are impossible or disproportionate, we refuse them or do not carry them out within a reasonable period, the item remains defective despite repair or replacement, or the defect is so serious that immediate rescission or price reduction is justified (Article 7:22 BW). For bespoke work, replacement may be refused where it is impossible or disproportionate; the claim to repair remains.
6. There is no defect insofar as the deviation rests solely on an incorrect or unsuitable file supplied by you or on a parametrisation of the production prescribed by you, unless we ought to have warned you thereof (Article 7:17(5) and Article 7:754 BW). We rely on the process-related phenomena of § 7 towards consumers only under the conditions of § 7.7.
7. The consumer's rights under this article cannot be excluded or limited (Article 7:6(1) BW).
8. Directive (EU) 2024/1799 on the repair of goods has not yet been transposed in the Netherlands; as soon as the Dutch implementing act enters into force, the rules it contains apply by operation of law to agreements concluded thereafter.

§ 16 Conformity towards entrepreneurs

1. This article applies exclusively to agreements with entrepreneurs. Those agreements are governed by Austrian law (§ 31).
2. The entrepreneur examines the item without delay after delivery and reports visible defects within seven working days, hidden defects within seven working days of discovery, in text form and with a precise description of the defect. If a timely report is not made, the item is deemed approved; claims for non-conformity, damages for the defect itself and for error as to the defectiveness are then excluded (§ 377 UGB).
3. The conformity period towards entrepreneurs is twelve months from handover.
4. The presumption of § 924 ABGB, that a defect coming to light within six months was already present at handover, is excluded. The entrepreneur proves that the defect existed at the time of handover.
5. The choice between repair and replacement rests with us.
6. The entrepreneur informs us without delay when its own customer holds it liable; statutory rights of recourse pursuant to § 933b ABGB remain unaffected.

§ 17 Liability, allocation of risk and indemnification

1. Our liability is limited to what is expressly stipulated in this article. Any further liability is excluded insofar as this is permitted by law. This article does not create liability where none would exist without this article.
2. Where the customer supplies files, models, drawings, dimensions, material choices, settings, instructions or other specifications, we perform solely a production service in accordance with that information. We do not perform structural calculations, technical validation, risk analysis, material inspection, load-bearing calculation, usage testing, certification or assessment of suitability for a particular purpose. Accepting or performing an order does not constitute approval of the design, the material, the construction or the intended use.
3. The customer is responsible for the correctness, completeness, safety and usability of all information supplied. The customer is also responsible for the design, the dimensioning, wall thicknesses, tolerances, connections, material choice, load-bearing capacity, safety margins, assembly, integration, application and the ultimate use of the product.
4. We manufacture 3D prints solely as a prototype, model or product for visual, decorative or other non-safety-critical purposes. Our 3D prints are not designed, calculated, tested, certified or approved for load-bearing, structural, safety-critical, medical, protective, food-related, vehicle-related or comparable applications. This continues to apply where the customer, before or after conclusion of the agreement, orally or in writing specifies, demands or prescribes another intended use. Accepting, confirming or performing an order does not entail any consent to or approval of such use.

§ 17 Liability, allocation of risk and indemnification (continued)

5. We are not liable for damage arising in whole or in part from: (a) errors, defects or unsuitability in files, designs, specifications, materials or instructions supplied by the customer; (b) material or product choices of the customer; (c) use outside the purpose expressly agreed in writing; (d) exceeding of applicable manufacturing tolerances; (e) insufficient testing, inspection, maintenance or protection by the customer; (f) assembly, modification, post-processing, combination, resale or processing by the customer or a third party; (g) normal wear and tear, ageing, heat, moisture, chemicals, ultraviolet radiation, creep, material fatigue or other environmental influences; (h) use contrary to warnings, instructions, § 20 or applicable legislation.
6. Where a product is demonstrably not manufactured in accordance with the specifications agreed in writing, we may at our own choice repair the product, re-manufacture it, replace it or refund the amount paid for the product concerned. Towards business customers this constitutes, insofar as permitted by law, the sole claim on account of defective performance. The statutory rights of consumers continue to apply insofar as they cannot lawfully be derogated from.
7. The customer accepts the allocation of risk laid down in this article and, upon conclusion of the agreement, irrevocably waives any existing or future claim for damages against us that is not expressly reserved in this article. This waiver applies regardless of whether a claim is based on contract, tort, warranty, provision of information, pre-contractual conduct, product use or any other legal ground.
8. Towards business customers we are not liable for indirect or consequential damage, which in any event includes lost profit, missed savings, loss of turnover, loss of production, business interruption, loss of orders, loss or damage of data, reputational damage, recall costs, dismantling and assembly costs, inspection costs, transport costs, fines, claims of customers and damage due to delay.

§ 17 Liability, allocation of risk and indemnification (continued)

9. Where damage is caused or increased in part by an act, omission, choice, instruction or circumstance on the part of the customer or a third party engaged by it, any obligation to compensate lapses or is reduced proportionately. The customer must take all reasonable measures to prevent and mitigate damage.
10. A business customer fully indemnifies us, our employees, auxiliary persons and subcontractors against third-party claims connected with designs, files, materials, instructions or specifications supplied by the customer, or with the assembly, application, modification, processing, marketing, resale or use of the product. The indemnification includes reasonable legal costs and other defence costs. The indemnification does not apply insofar as the claim is solely the result of liability of ours that under mandatory law cannot be excluded or limited.
11. The customer must examine products immediately after receipt. Visible defects must be reported in writing and with sufficient specification no later than within five working days of receipt. Defects that are not immediately recognisable must be reported no later than within five working days of discovery. Insofar as permitted by law, claims lapse where they are not reported in good time.
12. All exclusions, limitations, defences and indemnifications in this article also apply for the benefit of our employees, representatives, auxiliary persons, suppliers and subcontractors.

§ 18 Product liability

1. Liability under the statutory rules on product liability is not excluded or limited by these terms. A clause that excludes or limits that liability is void (Article 6:192(1) BW); this applies towards every injured party, including towards entrepreneurs.
2. The rules are laid down in Articles 6:185 to 6:193 BW. With effect from 9 December 2026 they apply as amended in implementation of Directive (EU) 2024/2853; to products placed on the market before that date the rules applicable until then continue to apply.
3. We are the producer of the products manufactured by us. If a business customer places a product manufactured by us on the market under its own name or own trademark, it is itself deemed the producer in that respect (Article 6:187(2) BW) and bears the obligations connected therewith.
4. Where we make safety or warning information available with the product or on the website, the customer passes this information on to further customers.
5. The limitation and lapse periods of the statutory rules remain unaffected (Article 6:191 BW).

§ 19 Product safety and manufacturer details

1. We are the manufacturer within the meaning of Article 3(8) of Regulation (EU) 2023/988 (general product safety, GPSR) in respect of all products manufactured by us and offered under our own name.
2. Warnings and safety information are supplied in Dutch, because the Netherlands is the Member State in which the product is offered (Article 9(7) GPSR).
3. If a business customer places a product manufactured by us on the market under its own name or own trademark, the obligations of a manufacturer rest on it in that respect. It indemnifies us against third-party claims arising therefrom, including reasonable costs of legal assistance.
4. We report serious accidents in connection with a product via the Safety Business Gateway (Article 20 GPSR). Reports of safety incidents and complaints about product safety may be addressed to info@online-3d-printen.nl. We investigate these reports and, where necessary, take corrective measures, including recall.
5. The customer cooperates with recall and corrective measures and provides us with the information required for that purpose.

§ 20 Excluded applications and intended uses

1. The customer may not place orders for products, components, files or applications connected with: a) weapons, weapon parts, ammunition, explosives or components thereof; b) objects intended to cause harm to persons, animals or property; c) enabling criminal offences, circumventing security or access systems or misusing means of payment and identification; d) infringement of copyright, trademark, design, patent or other rights of third parties; e) medical applications, implants or medical devices within the meaning of Regulation (EU) 2017/745; f) safety-critical, load-bearing or mechanically stressed applications where failure may lead to injury or considerable property damage, in particular in aerospace, vehicle technology, lifting and climbing technology and in the case of pressure vessels; g) products subject to a conformity assessment procedure, in particular toys, personal protective equipment, machinery and machine parts and construction products; h) contact with foodstuffs or drinking water, prolonged skin contact and applications requiring sterilisation; no product manufactured by us is, given the process and material, food-safe, sterilisable or suitable for prolonged skin contact; i) applications for which a permit, authorisation, inspection or certification from a competent authority is required, unless the customer demonstrates that this has been complied with.
2. Orders as referred to in paragraph 1 under e to g and under i are permitted only after a prior express and separate written agreement in which the technical requirements and the allocation of responsibilities are laid down. The exclusion in paragraph 1 under h is not amenable to a deviating agreement.
3. The customer makes the intended use known to us where it touches on one of the areas mentioned in paragraph 1.

§ 21 Customer's representations and indemnification

1. The customer represents that it holds all required rights to the customer files supplied and that the order, the product, the design and the intended use do not conflict with statutory provisions, public order, good morals, safety regulations or third-party rights.
2. The customer indemnifies us against all claims, damage, administrative fines and reasonable costs of legal assistance that third parties or competent authorities assert against us on account of a breach of paragraph 1 attributable to it. It informs us without delay as soon as it becomes aware of such a claim.
3. This provision leaves § 17 (liability) and § 20 (excluded applications) unaffected.

§ 22 Refusal, suspension and termination of orders

1. Before acceptance of an order we are free to refuse it without stating reasons. After acceptance we may refuse, suspend or terminate an order where one of the following grounds arises: a) reasonable suspicion of an application excluded under § 20 or of unlawful use; b) technical unprintability of the customer file as referred to in § 6; c) loss of production capacity due to a cause not attributable to us; d) default in payment by the customer, whereby termination on this ground requires a prior reminder with a reasonable period (§ 9.3 remains unaffected as regards suspension); e) a reasoned invocation of a third party's right to the customer file; f) breach by the customer of essential obligations under the agreement despite a reminder.
2. Towards consumers we communicate the ground for the refusal, suspension or termination. Towards entrepreneurs we are not obliged to disclose the grounds in detail, insofar as legitimate security or confidentiality interests preclude this.
3. If an order is refused or terminated on a ground attributable to the customer, we may claim compensation for the reasonable costs already incurred. In all other cases we refund payments already made in full within fourteen days. If the refusal is based on unprintability as referred to in § 6, the notification duty of § 6.5 applies.
4. This article leaves the consumer's statutory right of rescission (§ 12) and both parties' statutory rights of rescission and suspension unaffected.

§ 23 Cancellation and changes by the customer

1. The customer may cancel an order free of charge up to the start of production; towards business customers paragraph 5 applies.
2. The start of production is deemed to be the moment at which the print job is transferred to a production machine.
3. If a consumer cancels an agreement for the manufacture of bespoke work after the start of production, he owes the price applicable to the entire work, reduced by the savings that the cancellation yields us (Article 7:764(2) BW). A flat-rate cancellation fee does not apply to consumers.
4. We explain to the consumer which savings do and do not arise and specify the remaining claim in a verifiable manner. We thereby deliver already manufactured products to the customer.
5. Towards business customers the following flat-rate charges apply: before the start of file preparation, no fee; after the start of file preparation and before the start of printing, 25% of the order value; after the start of printing, 100% of the order value, whereby already completed products are delivered. The business customer may demonstrate that no damage at all has arisen or that it is materially lower than the flat rate.
6. If we cancel an already accepted order for reasons that do not lie within the customer's sphere, we refund all payments made within fourteen days.
7. Changes to geometry, material or production parameters are possible only up to the start of production and require a new price calculation.
8. This article leaves the consumer's right of withdrawal (§ 12) unaffected.

§ 24 Intellectual property

1. All rights to the website, the catalogue displays, texts, images and other content remain with us or with our licensors.
2. The customer remains the rightholder of the customer files it supplies. It grants us a non-exclusive, non-transferable right of use, limited to the duration of the order and the storage period of § 26, to use the files for checking, preparation, production, quality assurance and storage. Insofar as this is necessary for production or delivery, we may share the customer files, under our responsibility, supervision and control, with partners and subcontractors engaged by us, solely under a strictly non-exclusive and non-transferable right of use limited to the order concerned. These partners may not share the files further, may not use them for their own or other purposes and may not retain them after completion of the order.
3. Where we create a 3D model in the context of a design service, all rights thereto remain with us; release of the model file is not owed.
4. After full payment of the price – for entrepreneurs, of all claims as referred to in § 11.2 – the customer acquires ownership of the delivered tangible products and may use, resell and incorporate them into its own products without restriction; until that moment § 11 applies. The restrictions of this article concern solely the model file, not the tangible products.
5. Release of the model file may be agreed in writing on a case-by-case basis. After full payment of the agreed fee we transfer the copyright in the model to the customer (Article 2 of the Dutch Copyright Act, Auteurswet); the moral rights under Article 25 Auteurswet remain with the author. Where Austrian law applies, we grant instead an exclusive, transferable and unlimited right of use, because copyright is not transferable there.
6. For results of a scanning service the preceding paragraphs apply mutatis mutandis; where the scan data are the ordered performance, they are released after full payment and the rights thereto are governed by paragraph 5.
7. We depict manufactured products for reference purposes only with the customer's prior consent.

§ 25 Confidentiality

1. Both parties treat all non-public information of the other party obtained in the context of the business relationship as confidential, in particular design data, drawings, technical specifications, prototypes and project information.
2. This obligation applies for the duration of the business relationship and three years thereafter.
3. Excepted is information that is public, that was lawfully known to the recipient without a duty of confidentiality, or whose disclosure is required by law or by a competent authority.
4. Transfer to subcontractors takes place only insofar as this is necessary for the performance of the order and only under an equivalent duty of confidentiality.
5. The processing of personal data is additionally governed by our privacy policy (§ 29).

§ 26 Storage and deletion of customer files

1. We retain customer files for five years after delivery and delete them thereafter, insofar as this is reasonably possible. This period aligns with the periods for non-conformity and limitation of Articles 7:23(2), 3:307 and 3:310 BW and corresponds to our privacy policy.
2. After completion of the order we limit access to customer files to the persons who need them for handling complaints, repeat orders and claims.
3. The customer may at any time demand earlier deletion. We point out that repeat orders and remedying of defects by re-manufacture are then no longer possible.
4. We do not owe any archiving. The customer keeps back-up copies of its files itself.

§ 27 Force majeure

1. By force majeure we mean any unforeseeable event independent of the will of the parties that prevents performance, in particular natural disasters, fire, war, epidemics and pandemics, strike, government measures, failure of energy or data networks and interruptions in the supply chain.
2. For as long as the force majeure continues, the affected obligations are suspended and the periods are extended accordingly. § 10.3 remains unaffected.
3. For consumers the statutory regime applies: the consumer may rescind the agreement as soon as we fall short and performance is permanently or temporarily impossible, or after a reasonable period for performance has expired fruitlessly (Articles 6:265 and 6:82 BW). This right is not limited or made subject to a waiting time by this article.
4. Towards entrepreneurs the following applies: if the impediment lasts longer than thirty days, either party may rescind the agreement.
5. We refund without delay payments already made for performances not delivered.

§ 28 Set-off and suspension

1. Towards entrepreneurs, set-off is permitted only against undisputed counterclaims or counterclaims established in law.
2. The consumer is not restricted in his power to set off. A clause that excludes or limits that power is presumed, towards consumers, to be unreasonably onerous (Article 6:237(g) BW).
3. The customer's statutory power to suspend its obligations remains unaffected (Article 6:52 BW).

§ 29 Data protection

The processing of personal data is governed by our privacy policy, published at online-3d-printen.nl/voorwaarden. The controller is Online 3D Drucken e.U.; questions about data protection may be addressed to info@online-3d-printen.nl.

§ 30 Alternative dispute resolution

1. We are prepared to participate in a dispute resolution procedure before a consumer dispute body.
2. The competent body for electronic commerce is the Internet Ombudsstelle, Österreichisches Institut für angewandte Telekommunikation, Ungargasse 64/3/404, 1030 Vienna, Austria, ombudsstelle.at. Participation is free of charge for the consumer.
3. For assistance with a cross-border dispute with a trader in another EU Member State you can turn to the European Consumer Centre Netherlands (ECC Nederland), eccnederland.nl.
4. The European ODR platform was abolished as of 20 July 2025 by Regulation (EU) 2024/3228. A reference to that platform is therefore no longer included.
5. You can always first turn directly to us via info@online-3d-printen.nl. We endeavour to handle a complaint within fourteen days.

§ 31 Applicable law and competent court

1. Agreements with consumers are governed by Dutch law, to the exclusion of the Vienna Sales Convention. This choice of law does not deprive the consumer of the protection of mandatory provisions of the law of the country where he has his habitual residence (Article 6 Rome I Regulation).
2. Agreements with entrepreneurs are governed by Austrian law, to the exclusion of the Vienna Sales Convention.
3. Claims by us against a consumer may be brought only before the courts of the Member State where the consumer is domiciled (Article 18(2) Regulation (EU) No 1215/2012). For a consumer domiciled in the Netherlands, that is the competent Dutch court of his place of residence.
4. The consumer may, at his own choice, summon us before the court of our place of establishment or before the court of his own place of residence (Articles 17 to 19 Regulation (EU) No 1215/2012).
5. For disputes with entrepreneurs, the exclusive jurisdiction of the competent court in Linz (Austria) is agreed (Article 25 Regulation (EU) No 1215/2012).

§ 32 Final provisions and amendment of the terms

1. If a provision of these terms is void or is annulled, the remaining provisions remain in force. In place of the invalid provision, the statutory rules apply.
2. Transfer of rights and obligations under the agreement to third parties requires the consent of the other party. This does not apply to the engagement of subcontractors for performance.
3. Declarations in the context of the performance of the agreement are preferably made in writing or by e-mail. Towards consumers this is merely a directory requirement; the validity of a declaration made by the consumer in another manner is not thereby affected.
4. We may amend these terms with effect for future agreements.
5. Agreements already concluded remain governed by the version that applies to that agreement pursuant to § 1.4.
6. Silence of the customer does not constitute consent to amended terms.
7. We retain earlier versions of these terms and make them available free of charge on request.

Annexes

Annex 1: Model withdrawal instructions

Right of withdrawal. You have the right to withdraw from this contract within a period of fourteen days without giving any reason. The withdrawal period expires fourteen days after the day on which you, or a third party other than the carrier and indicated by you, acquire physical possession of the goods. If you ordered multiple goods in a single order that are delivered separately, the period expires fourteen days after the day on which you, or a third party other than the carrier and indicated by you, acquire physical possession of the last good. If the delivery of a good consists of several shipments or pieces, the period expires fourteen days after the day on which you, or a third party other than the carrier and indicated by you, acquire physical possession of the last shipment or piece. In the case of contracts for the provision of services, the period expires fourteen days after the day on which the contract is concluded.

To exercise the right of withdrawal, you must inform us (Online 3D Drucken e.U., Nißlstraße 24, 4040 Linz, Austria, telephone +43 676 6539645, info@online-3d-printen.nl) of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post or by e-mail). You may use the model form at the end of this annex for this purpose, but you are not obliged to do so. To meet the withdrawal deadline, it is sufficient for you to send your communication before the period has expired.

You can also withdraw from the contract via the withdrawal function on our website. If you use that function, we will send you without delay, on a durable medium (for example by e-mail), a confirmation of receipt stating the content of the withdrawal declaration and the date and time of receipt.

The continuation of these instructions can be found on the next page.

Annex 1: Model withdrawal instructions (continued)

Consequences of withdrawal. If you withdraw from this contract, you will receive back from us all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a means of delivery other than the cheapest standard delivery offered by us), without delay and in any event no later than fourteen days after the day on which we are informed of your decision to withdraw from this contract. We will reimburse you using the same means of payment as you used for the original transaction, unless you have expressly agreed otherwise; in any event you will not be charged any costs for that reimbursement. We may withhold reimbursement until we have received the goods back or you have demonstrated that you have returned them, whichever occurs first.

You must send back or hand over the goods to us without delay and in any event no later than fourteen days after the day on which you communicated your decision to us. You are on time if you send back the goods before the period of fourteen days has expired. The direct costs of returning the goods are at your expense. You are liable only for the diminution in value of the goods resulting from handling that goes beyond what is necessary to establish their nature, characteristics and functioning.

Beginning of a service during the withdrawal period. If you requested that the service begin during the withdrawal period, you will pay us an amount proportionate to what has already been provided at the moment of your communication, compared with the full performance of the contract.

Exceptions. The right of withdrawal does not apply, among other things, to bespoke work; the full list is set out in § 13.

Annex 1: Model withdrawal form

This is the model withdrawal form pursuant to Annex I, Part B, of Directive 2011/83/EU. Complete and return this form only if you wish to withdraw from the contract. Its use is not obligatory.

To: Online 3D Drucken e.U., Nißlstraße 24, 4040 Linz, Austria, info@online-3d-printen.nl

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract concerning the sale of the following goods (*) / the provision of the following service (*):

Ordered on (*) / received on (*):
Name(s) of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only when this form is submitted on paper):
Date:

(*) Delete as appropriate.

You can also make the withdrawal by any other unequivocal statement to us or via the withdrawal function on our website (§ 14 of these terms).

Annex 2: Characteristics of the production process

Process-related characteristics (not defects). Visible layer and seam lines; start points and remnants of removed support structures; slight warping, in particular with ABS and ASA; shrinkage on cooling, depending on the material; elephant's foot in the first layer; colour and gloss deviations between filament or resin batches; direction-dependent (anisotropic) strength, whereby the tensile strength in the Z direction is markedly lower than in X and Y; bores and fits turn out smaller than designed for process-technical reasons, so that post-processing must be planned in.

This annex describes characteristics of the production processes. The characteristics, print settings and manufacturing tolerances applicable to an order are those published on the website pursuant to § 7.

Annex 3: Additional terms for series production

Application. This annex applies exclusively to business customers. It applies in addition to these terms for orders from 25 units.
Quantity tolerance. Over- or under-deliveries of up to 5% of the ordered quantity are permitted; the quantity actually delivered is invoiced.
Sample inspection. Acceptance takes place by means of a sample inspection. Without a deviating agreement, a proportion of defective units of up to 2% is deemed to conform to the agreement; above that, units are re-manufactured.
Partial deliveries. Partial deliveries are permitted insofar as agreed or reasonable for the customer, and may be invoiced separately; § 10.8 applies to the costs.
Validity period of quotations. Quotations for series production state their validity period; if no statement is made, § 4.7 applies.
Adjustment of material costs. If the material costs rise by more than 15% between the issuing of the quotation and the start of production, we are entitled, but not obliged, to demand an adjustment equal to the demonstrated additional costs. In that case the customer may, within fourteen days, cancel the not-yet-manufactured part of the order.
Colour uniformity. Colour uniformity across individual production lots is owed only upon express agreement.