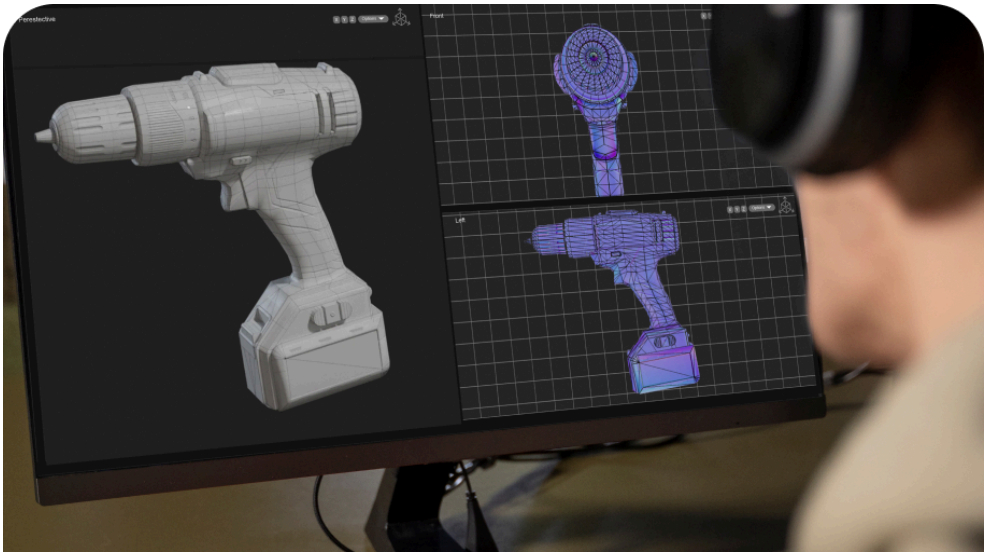
ONLINE 3D DRUCKEN

General Terms and Conditions

3 August 2026



Nißlstraße 24
4040 Linz
AUSTRIA
FN 681431f, REGIONAL COURT LINZ
VAT ID: ATU83435436

Contents

§ 1 Scope and Contracting Parties
§ 2 Definitions
§ 3 Provider Identification
§ 4 Conclusion of Contract and Ordering Process
§ 5 Subject Matter and Types of Service
§ 6 Customer Files and Duties to Cooperate
§ 7 Production Tolerances and Quality
§ 8 Prices, Taxes and Payment
§ 9 Late Payment
§ 10 Delivery, Delivery Periods and Passing of Risk
§ 11 Retention of Title
§ 12 Consumer Right of Withdrawal
§ 13 Exceptions to the Right of Withdrawal
§ 14 Withdrawal Instructions, Model Withdrawal Form and Withdrawal Function
§ 15 Warranty towards Consumers
§ 16 Warranty towards Businesses
§ 17 Liability

Contents (continued)

§ 18 Product Liability
§ 19 Product Safety and Manufacturer Information
§ 20 Excluded Applications and Purposes
§ 21 Customer Warranties and Indemnity
§ 22 Refusal, Suspension and Termination of Orders
§ 23 Cancellation and Changes by the Customer
§ 24 Intellectual Property Rights
§ 25 Confidentiality
§ 26 Storage and Deletion of Customer Files
§ 27 Force Majeure
§ 28 Set-off
§ 29 Data Protection
§ 30 Alternative Dispute Resolution
§ 31 Applicable Law and Jurisdiction
§ 32 Amendment of these Terms
§ 33 Final Provisions
Annex 1: Withdrawal Instructions and Model Withdrawal Form
Annex 2: Process Characteristics
Annex 3: Supplementary Terms for Series Production

§ 1 Scope and Contracting Parties

Language note: This is a convenience translation of the German-language Allgemeine Geschäftsbedingungen. In the event of any discrepancy, the German version prevails.

1. These General Terms and Conditions apply to all offers, orders, contracts 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, Regional Court Linz. The Provider's full details are set out in the Impressum, which is published on the same webpage of the website as these Terms.
3. A consumer is a person for whom the transaction does not form part of the operation of their business; a business is a person for whom it does (§ 1 KSchG).
4. The version of these Terms in force at the time the order is placed applies to the contract.
5. Deviating, conflicting or supplementary terms of the Customer do not become part of the contract unless their application has been expressly agreed in writing.
6. The contract language is German or English, according to the language in which the order is placed.
7. Annexes 1 to 3 form part of these Terms.

§ 2 Definitions

In these Terms:

1. Standard product: an item offered by the Provider from its own catalogue and not manufactured to customer specification.
2. Custom manufacture: a non-prefabricated item whose production is determined by an individual choice or decision of the Customer. This includes in particular items produced from a geometry supplied by the Customer or modified by the Customer; items produced to dimensions, lettering, engravings or other individual specifications provided by the Customer; and items ordered by the Customer in a version that the Provider does not offer as a standard option in the ordering process, in particular in a colour, material or dimension not offered. There is no custom manufacture where the Customer merely selects among the standard options offered by the Provider in the ordering process.
3. Design service: the creation or revision of digital 3D models on the Customer's instructions.
4. Scanning service: the digitisation of physical objects into 3D data.
5. Customer file: any file, drawing, sketch, photograph, document, instruction, specification or other input supplied by the Customer.
6. Digital content: files not supplied on a physical medium, in particular the results of design and scanning services.
7. Text form: a declaration in written characters on a durable medium, in particular by e-mail.

§ 3 Provider Identification

1. Online 3D Drucken e.U., Nißlstraße 24, 4040 Linz, Austria.
2. Commercial register number FN 681431f, register court Regional Court Linz. VAT ID ATU83435436.
3. Telephone: +43 676 6539645, available on working days during the service hours stated on the website
4. E-mail: info@online-3d-drucken.at
5. Trade authority: Magistrat der Landeshauptstadt Linz. Chamber membership: Wirtschaftskammer Oberösterreich. Trade description: production of architectural models and of models of consumer articles of all kinds, provided these serve display purposes only. Applicable trade regulation: Gewerbeordnung 1994, available at www.ris.bka.gv.at.

§ 4 Conclusion of Contract and Ordering Process

1. The presentation of products and configuration options on the website does not constitute a binding offer but a non-binding invitation to place an order.
2. By submitting the order via the order button, which is labelled to indicate the obligation to pay (§ 8 Abs 2 FAGG), the Customer makes a binding offer.
3. The contract is concluded once the Provider accepts the order in text form or begins performance. Receipt of the order is confirmed electronically without undue delay; that acknowledgement does not in itself constitute acceptance.
4. The Provider accepts or rejects the order within five working days. If the Provider does not accept within that period, the Customer is no longer bound by the order; the Provider may nevertheless accept the order at a later time, in which case that acceptance constitutes a new offer which the Customer is free to accept or decline; any payments already made are refunded in full without undue delay and at the latest within 14 days. Where the order is based on an offer issued by the Provider, the period of validity and acceptance stated in that offer applies.
5. Any payment taken when the order is placed is held for the Customer until the Provider accepts the order (§ 8).
6. Prices shown by the price configurator are subject to the printability check under § 6. If the check reveals materially different effort, the Provider will notify the Customer before production begins and submit a revised offer within five working days. In that case the contract is concluded only upon the Customer's express acceptance; if the Customer does not accept, the order lapses and any payments already made are refunded in full within 14 days.
7. Offers issued by the Provider are binding for the period of validity stated in the offer. Where the offer states no period, it is binding for 14 days from receipt.
8. The technical steps to conclude the contract, the means of identifying and correcting input errors, and the storage and accessibility of the contract text are described in the ordering process (§ 9 ECG). The contract text is stored and transmitted to the Customer on a durable medium together with these Terms and the model withdrawal form (Annex 1).

§ 5 Subject Matter and Types of Service

1. The Provider supplies additive manufacturing services, design services and, on request, scanning services. The processes, materials and colours available at any given time are those listed on the website.
2. The Provider's products are in particular decorative and/or presentation and/or non-functional and/or demonstration objects.
3. For standard products, the Provider owes delivery of an item of the quality described in the catalogue.
4. For custom manufacture, the Provider owes production according to the geometry supplied by the Customer and the agreed parameters (material, process, layer height, colour, infill), but not the suitability of the item for any particular purpose, unless the Customer made that purpose known to the Provider no later than conclusion of the contract and the Provider agreed to it.
5. For design services, the Provider owes the creation of a printable digital model according to the agreed specifications and its use for the production ordered, not any particular creative or commercial outcome. Release of the model file itself is owed only where expressly agreed (§§ 24.3 and 24.5). The scope of revisions is agreed for the individual order.
6. Small production runs and series production are quoted individually; the extent of process-related variation between individual pieces is agreed for the individual order and remains within the limits of § 7. The supplementary terms in Annex 3 apply in addition within their scope.

§ 6 Customer Files and Duties to Cooperate

1. Customer files should be supplied in the formats stated on the website and in millimetres, with geometry that is closed (“watertight”), correctly oriented and free of self-intersecting surfaces.
2. The Customer is responsible for the dimensional accuracy, wall thicknesses, tolerance positions, fits, strength and functional suitability of the geometry supplied.
3. The Provider checks customer files solely for obvious printability in the chosen process. No check of suitability for the intended purpose, of design correctness or of legality is carried out or owed.
4. If a customer file proves not to be printable, the Provider will notify the Customer. Preparation, repair or redesign of the file is carried out only on separate instruction and against payment.
5. If an order is not executed because of irremediable unprintability, the Provider may claim reimbursement of the reasonable inspection and preparation costs already incurred, provided it informed the Customer of those costs in advance.
6. The Customer must provide all information required for performance completely and in good time.

§ 7 Production Tolerances and Quality

1. The agreed quality is determined by the details in the order confirmation and by the production tolerances published on the website in the version current at the time of the order, unless expressly agreed otherwise in writing.
2. Material-specific properties, limits of use, print settings and differing tolerances, in particular for flexible materials, are published on the website on the same basis.
3. The process-related characteristics described in Annex 2 do not constitute defects, provided the agreed quality is met; towards consumers, §§ 7.7 to 7.9 apply.
4. Items produced by additive manufacturing exhibit direction-dependent (anisotropic) strength. Mechanical values are warranted only where expressly agreed; no particular form is required for that agreement.
5. Print orientation, arrangement and type of support structures and division into parts are chosen by the Provider at its professional discretion unless specified by the Customer in writing. Where the Customer specifies these parameters, the Provider may object to the specification; if no agreement is reached, the Provider may decline the order before acceptance (§ 22.1).
6. Items are delivered in raw condition after removal of support structures, unless the Customer requests in the ordering process that support structures remain in place. Post-processing (sanding, smoothing, painting, calibrating bores) is carried out only by separate agreement.
7. Where an item is to deviate from the quality a consumer can objectively expect, that deviation is only agreed if the consumer was told about the specific deviation before ordering and accepted it separately and expressly (§ 6 Abs 1 VGG).
8. The Provider obtains that acceptance during the ordering process through a separate confirmation that is not pre-ticked, and records it with the order.
9. Where consent under § 7.7 has not been obtained, the statutory requirements as to quality apply unchanged.
10. Deviations exceeding the applicable production tolerances constitute a defect.

§ 8 Prices, Taxes and Payment

1. All prices include statutory VAT unless expressly marked as net. Prices shown to consumers are gross prices.
2. For deliveries to consumers in other Member States, VAT of the country of destination is accounted for under the EU One-Stop-Shop. For businesses in other Member States, invoicing is carried out under the reverse-charge procedure on production of a valid VAT identification number verified in the confirmation procedure.
3. Shipping, packaging and other ancillary costs are shown separately and are included in the total shown before the order is submitted.
4. Payment is made via the payment methods offered in the ordering process. Any payment taken when the order is placed is held for the Customer until the Provider accepts the order; if the Provider does not accept, the amount is refunded in full using the same means of payment.
5. Where payment on account has been agreed (§ 8.6), invoices are payable without deduction within 21 days of the invoice date, unless otherwise stated in the offer, the order confirmation or on the invoice.
6. Payment on account may be agreed separately with business customers following a prior credit assessment.
7. Unless a payment term has been expressly agreed, the price is payable before production begins.
8. Invoices are transmitted electronically in text form. The Customer consents to electronic invoicing.

§ 9 Late Payment

1. If a consumer is in default of payment, statutory default interest applies. Reminder fees are charged only in a reasonable amount corresponding to the actual effort; they are proportionate to the debt being pursued (§ 1333 Abs 2 ABGB) and amount to no more than EUR 15 per reminder, no more than EUR 25 from the second reminder onwards, and in total no more than 10 % of the debt being pursued.
2. If a business is in default of payment, default interest is 9.2 percentage points above the base rate (§ 456 UGB). In addition, the business owes a flat sum of EUR 40 for collection costs and reimbursement of further appropriate collection and debt recovery costs (§ 458 UGB).
3. In the event of default, the Provider may suspend outstanding orders until payment is settled.

§ 10 Delivery, Delivery Periods and Passing of Risk

1. Delivery is made to the delivery address specified by the Customer or, where agreed, by collection in person.
2. The Provider states an expected production and dispatch time on the website or in the order confirmation. That time is indicative only and does not constitute a fixed date; § 10.5 remains unaffected.
3. The period stated under § 10.2 is suspended for as long as a file supplied by the Customer is not printable, a required approval from the Customer is outstanding, an agreed payment is outstanding, or force majeure subsists. The maximum period under § 10.5 is not extended thereby; it is suspended only for the duration of a consumer's default of a payment due before production begins under § 8.7. The Provider informs the Customer in text form without undue delay, as a rule within one working day, of the occurrence and cessation of any ground of suspension.
4. Towards businesses, stated delivery and production times are non-binding unless a fixed date has been expressly agreed in writing.
5. Towards consumers, the Provider delivers without undue delay and in any event within 30 days of conclusion of the contract. If the Provider fails to deliver on time, the consumer may set a reasonable additional period and withdraw from the contract once it has expired without result. No additional period is required where the Provider has definitively refused delivery, or where timely delivery was essential for the consumer and this was apparent to the Provider (§ 7a Abs 2 KSchG).
6. Towards consumers, risk passes only on physical handover to the consumer or a person named by them. If the consumer themselves engages a carrier not offered by the Provider, risk passes on handover to that carrier.
7. Towards businesses, risk passes on handover to the carrier.
8. Partial deliveries are permitted where agreed in advance or where reasonable for the Customer. No additional costs arise for the Customer as a result.
9. If the Customer is in default of acceptance, the Provider may store the item at the Customer's risk and expense.

§ 11 Retention of Title

1. Delivered items remain the property of the Provider until the purchase price has been paid in full.
2. Towards businesses, items remain the property of the Provider until all claims arising from the ongoing business relationship have been paid in full. The business hereby assigns to the Provider its claims arising from any resale of goods subject to retention of title.
3. For as long as title remains with the Provider, the Customer shall handle the items with care and store them appropriately, shall not pledge them, transfer them by way of security or otherwise dispose of them, and shall inform the Provider without undue delay of any access to them by third parties.

§ 12 Consumer Right of Withdrawal

1. The consumer may withdraw from a distance contract within 14 days without giving reasons, unless an exclusion under § 13 applies.
2. For goods the period begins on the day the consumer or a third party named by them, other than the carrier, takes possession of the goods; for goods delivered separately or in part consignments, on receipt of the last; for services, on conclusion of the contract.
3. An unequivocal statement to the Provider is sufficient to exercise the right; the model withdrawal form in Annex 1 may, but need not, be used. Withdrawal may also be declared via the withdrawal function (§ 14). Timely dispatch suffices to meet the deadline.
4. The Provider refunds all payments made, including delivery costs, except additional costs arising from a delivery type other than the least expensive standard delivery offered, at the latest within 14 days of receipt of the withdrawal declaration, using the same means of payment and free of charge for the consumer.
5. The Provider may withhold the refund until it has received the goods back or the consumer has proved their dispatch, whichever occurs first.
6. The consumer must return the goods within 14 days of the declaration and bears the direct cost of return.
7. The consumer is liable for any diminished value only where this results from handling not necessary to establish the nature, characteristics and functioning of the goods.
8. Where the consumer has expressly requested that performance of a service begin before expiry of the withdrawal period, the consumer must on withdrawal pay a proportionate amount (§ 16 Abs 1 FAGG), calculated on the share of the service supplied in the total price agreed, or, where the total price is excessive, on the market value. The Provider obtains that request separately in the ordering process and gives the information required by § 4 Abs 1 Z 8 FAGG at that point. No payment is owed in the cases of § 16 Abs 2 FAGG or for digital content not supplied on a tangible medium (§ 16 Abs 3 FAGG).

§ 13 Exceptions to the Right of Withdrawal

1. Under § 18 FAGG there is no right of withdrawal for: a) goods made to customer specifications or clearly tailored to personal needs (§ 18 Abs 1 Z 3 FAGG), which covers every custom manufacture within the meaning of § 2. By contrast, the right of withdrawal continues to exist for unmodified standard products from the Provider's catalogue, including where the Customer has merely selected among the standard options offered; b) services fully performed, where the Provider began performance at the consumer's express request and with their acknowledgement of losing the right of withdrawal (§ 18 Abs 1 Z 1 FAGG); c) the supply of digital content not on a physical medium, under the same conditions (§ 18 Abs 1 Z 11 FAGG); d) sealed goods unsuitable for return for reasons of health protection or hygiene where the seal has been removed after delivery (§ 18 Abs 1 Z 5 FAGG).
2. The consent and acknowledgement under (b) and (c) are obtained in the ordering process by a separately actioned declaration. Without that declaration, the Provider does not begin performance before the withdrawal period expires.
3. Before the order is placed the Provider states separately, for the product concerned, whether a right of withdrawal exists, and records that statement in the order confirmation.
4. The exclusion of the right of withdrawal does not affect statutory warranty rights.

§ 14 Withdrawal Instructions, Model Withdrawal Form and Withdrawal Function

1. The full withdrawal instructions and the model withdrawal form under Annex I Part B FAGG are set out in Annex 1. The Provider makes them available to the consumer in good time before the consumer places the order (§ 4 Abs 1 Z 8 FAGG) and additionally transmits them with the order confirmation on a durable medium (§ 7 Abs 3 FAGG).
2. If information about the right of withdrawal is omitted, the withdrawal period is extended by twelve months.
3. For distance contracts concluded via the online interface with a statutory right of withdrawal, the Provider makes available a withdrawal function. For contracts concluded after 30 September 2026 this function satisfies the requirements of § 13a FAGG as inserted by the Verbraucherrechts-Änderungsgesetz 2026 (BGBl I No 59/2026); before that date it is provided voluntarily.
4. The function is available throughout the entire withdrawal period, prominently displayed, placed so as to be easily accessible and labelled with the words “Vertrag widerrufen” or a correspondingly unambiguous formulation (§ 13a FAGG). It is usable on all common devices without logging in to a customer account.
5. On clicking, the consumer reaches an electronic form for their name, details identifying the contract (such as the order or invoice number) and an electronic means of communication for the confirmation of receipt. Withdrawal from only part of the contract is possible; the declaration is submitted via a confirmation function labelled exclusively with the words “Widerruf bestätigen” or a correspondingly unambiguous formulation.
6. The Provider transmits without undue delay a confirmation of receipt on a durable medium stating the content of the withdrawal declaration and the date and time of receipt.
7. To meet the deadline it is sufficient that the declaration is submitted before the period expires.
8. The withdrawal function exists alongside the other means of declaration (§ 12.3).
9. For contracts without a statutory right of withdrawal (§ 13) the function is not provided.

§ 15 Warranty towards Consumers

1. The Verbrauchergewährleistungsgesetz (VGG) and §§ 922 et seq. ABGB apply.
2. The warranty period is two years from handover.
3. Warranty claims and claims for price reduction or rescission of the contract become time-barred three months after expiry of the warranty period (§ 28 Abs 1 VGG).
4. For contracts concluded after 30 September 2026 the Warenreparaturrichtlinie-Umsetzungsgesetz (WaRUG, BGBl I No 60/2026) applies in addition: where a repair is carried out, the warranty period is extended once by one year (§ 10 Abs 2a VGG). Reparability forms part of the objectively required characteristics (§ 6 Abs 2 Z 5 VGG). Before the remedy, the Provider informs the consumer of the choice between repair and replacement and of the possible extension (§ 12 Abs 2a VGG).
5. Where a defect appears within one year of handover, it is presumed to have existed then.
6. The consumer may first request repair or replacement. They may request a price reduction or rescission of the contract where repair and replacement are impossible or disproportionate, where the Provider refuses them or fails to carry them out within a reasonable period, where the goods remain defective after repair or replacement, or where the defect is so serious as to justify immediate price reduction or rescission.
7. For custom manufacture, replacement may be refused where it is impossible or disproportionate; the right to repair remains.
8. There is no defect where the deviation results exclusively from a faulty or unsuitable file supplied by the Customer or from production parameters specified by the Customer. The Provider may rely on the process-related characteristics under § 7 as against consumers only where the conditions of § 7.7 are met. § 15.9 remains unaffected.
9. The consumer's rights under this section may not be excluded or restricted before the defect becomes known (§ 9 KSchG).

§ 16 Warranty towards Businesses

1. The business must examine the goods without undue delay after delivery and notify apparent defects within seven working days, and hidden defects within seven working days of discovery, in text form with a precise description of the defect. If timely notice is not given, the goods are deemed approved; claims under warranty, for damages in respect of the defect itself and for mistake as to freedom from defects are excluded (§ 377 UGB).
2. The warranty period towards businesses is twelve months from handover.
3. The presumption under § 924 ABGB that a defect appearing within six months existed at handover is excluded. The business must prove that the defect existed at the time of handover.
4. The choice between repair and replacement rests with the Provider.
5. The business must notify the Provider without undue delay of any claim made against it by its own customer; statutory recourse claims under § 933b ABGB remain unaffected.

§ 17 Liability

1. Subject to § 17.3, the Provider is liable without limitation for personal injury and for damage caused intentionally or through gross negligence.
2. Towards consumers, the Provider is liable for property damage caused by slight negligence in accordance with statutory provisions.
3. Towards businesses, liability for slight negligence is excluded. Liability for gross negligence towards businesses is limited in amount to the value of the order concerned; paragraph 1 remains unaffected in respect of intent and personal injury.
4. Towards businesses, liability for indirect damage, consequential damage, loss of profit, production and business interruption, data loss, recall costs and third-party claims is excluded.
5. The limitations of liability in this section also apply for the benefit of the Provider's employees, auxiliaries and subcontractors.
6. Where the Customer uses an item contrary to § 20 or has failed to take account of the production tolerances under § 7 in its design, the Provider's liability is reduced or excluded in accordance with § 1304 ABGB. Paragraphs 1 and 2 remain unaffected.
7. The provisions of the Produkthaftungsgesetz remain unaffected (§ 18 of these Terms).

§ 18 Product Liability

1. Towards consumers, liability under the Produkthaftungsgesetz (PHG) is neither excluded nor limited.
2. Towards businesses, liability for property damage under the PHG is excluded to the extent legally permissible.
3. The business customer waives recourse claims against the Provider under § 12 PHG to the extent legally permissible, and undertakes to pass that waiver on to its own customers.
4. Where the Provider supplies safety or warning information with the goods or publishes it on the website, the Customer must pass that information on to downstream purchasers.

§ 19 Product Safety and Manufacturer Information

1. The Provider is the manufacturer within the meaning of Art 3 Z 8 of Regulation (EU) 2023/988 (GPSR) in respect of all products manufactured by it and made available under its own name. This also applies to products manufactured from a geometry supplied by the Customer.
2. The Provider marks the product or its packaging with the Provider's name, postal and electronic address and the order identifier. Warnings and safety information are supplied in German and, where required, additionally in a language easily understood in the Member State in which the product is made available.
3. The information required by Art 19 of Regulation (EU) 2023/988 is provided in the online offer, in particular the manufacturer's name and address, information identifying the product including an image of it, and any warnings.
4. Where a business customer places a product manufactured by the Provider on the market under its own name or trade mark, that customer bears the obligations of a manufacturer to that extent. The business customer indemnifies the Provider against resulting third-party claims, including reasonable costs of legal defence.
5. The Provider notifies serious accidents involving a product via the Safety Business Gateway. Reports of safety incidents and complaints regarding product safety should be sent to info@online-3d-drucken.at. The Provider investigates such reports and takes corrective action, including recall, where necessary.
6. The Customer cooperates in recall and corrective measures and provides the Provider with the information required for them.

§ 20 Excluded Applications and Purposes

1. The Customer may not place orders for items, components, files or applications connected with: a) weapons, weapon parts, ammunition, explosives or their components; b) objects intended to cause harm to persons, animals or property; c) enabling criminal acts, circumventing security or access systems, or misusing means of payment or identification; d) infringing copyright, trade mark, design, patent or other third-party rights; 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 cause personal injury or substantial property damage, in particular aerospace, automotive engineering, lifting and climbing equipment and pressure vessels; g) products subject to a conformity assessment procedure, in particular toys, personal protective equipment, machinery and machine components and construction products; h) contact with food, drinking water or prolonged skin contact, and applications requiring sterilisation; for reasons of process and material, no item produced by the Provider is food-safe, sterilisable or suitable for prolonged skin contact; i) applications requiring official authorisation, approval, testing or certification, unless the Customer demonstrates that these are in place.
2. Orders under paragraph 1 (e) to (g) and (i) are permitted only after prior express and separate written agreement setting out the technical requirements and the allocation of responsibility. The exclusion under paragraph 1 (h) cannot be waived by agreement.
3. The Customer must disclose the intended purpose where it touches on any of the areas listed in paragraph 1.

§ 21 Customer Warranties and Indemnity

1. The Customer warrants that it holds all necessary rights in the customer files supplied and that the order, item, design and intended use do not infringe legal provisions, public order, good morals, safety regulations or third-party rights.
2. The Customer indemnifies and holds the Provider harmless against all claims, damages, fines and reasonable costs of legal defence brought against the Provider by third parties as a result of a breach of paragraph 1 for which the Customer is responsible.
3. Towards consumers, the obligation under paragraph 2 arises only where the consumer is at fault and does not extend to fines.

§ 22 Refusal, Suspension and Termination of Orders

1. Before accepting an order the Provider is free to decline it without giving reasons. After acceptance, the Provider may refuse, suspend or terminate an order where any of the following applies: a) reasonable suspicion of an application excluded under § 20 or of unlawful use; b) technical unprintability of the customer file under § 6; c) loss of production capacity for reasons beyond the Provider's control; d) the Customer's default in payment, where termination on this ground requires a prior request to remedy (§ 9.3 remains unaffected for suspension); e) a substantiated third-party rights claim in respect of the customer file; f) the Customer's breach of material contractual obligations despite a request to remedy.
2. Towards businesses, the Provider is not obliged to disclose the reasons in detail where legitimate security or confidentiality interests preclude this.
3. Where an order is refused or terminated for a reason attributable to the Customer, the Provider may claim reimbursement of the reasonable costs already incurred. In all other cases, payments already made are refunded in full within 14 days. Where the ground is unprintability under § 6, the advance-notice requirement in § 6.5 applies.

§ 23 Cancellation and Changes by the Customer

1. The Customer may cancel an order free of charge until production begins; paragraph 5 applies to business customers.
2. Production is deemed to begin at the point when the print job is transferred to a production machine.
3. Where a consumer cancels an order for custom manufacture after production has begun, the Provider is entitled to the agreed remuneration; it must, however, allow credit for what it saves as a result of the work not being carried out or acquires through alternative use (§ 1168 Abs 1 ABGB). No flat cancellation fee is agreed with consumers.
4. The Provider informs the consumer of the reasons why, and to what extent, it has saved nothing and acquired nothing by alternative use as a result of the work not being carried out, and itemises the remaining claim (§ 27a KSchG). Items already produced are released to the Customer.
5. Towards business customers the following flat rates apply: before file preparation begins, no charge; after file preparation has begun and before printing starts, 25 % of the order value; after printing has started, 100 % of the order value, with any completed items being delivered. The business customer is entitled to prove that no loss, or a substantially lower loss, was incurred.
6. Where the Provider cancels an order already accepted for reasons not attributable to the Customer, it refunds all payments made within 14 days.
7. Changes to geometry, material or production parameters are possible only until production begins and require a new price calculation.
8. This section does not affect the consumer's right of withdrawal under § 12.

§ 24 Intellectual Property Rights

1. All rights in the website, catalogue representations, texts, images and other content of the Provider remain with the Provider or its licensors.
2. The Customer remains the holder of the rights in the customer files it supplies. It grants the Provider a non-exclusive, non-transferable right, limited to the duration of the order and the retention period under § 26, to use the files for the purposes of inspection, preparation, production, quality assurance and storage.
3. Where the Provider creates a 3D model as part of a design service, all rights in that model remain with the Provider. There is no obligation to release the model file.
4. Once the price has been paid in full — towards businesses, once all claims under § 11.2 have been paid in full — the Customer acquires title to the physical products delivered and is entitled to use, resell and incorporate them into its own products without restriction; until then § 11 applies. The restrictions in this section relate exclusively to the model file as such, and not to the physical products.
5. Release of the model file may be agreed separately and on a case-by-case basis in text form. In that case, upon payment in full of the agreed fee, the Provider grants the Customer an exclusive, transferable right of use in the model, unlimited in time, territory and content, and waives any further exploitation of its own. Copyright as such is not transferable under Austrian law; moral rights remain with the author.
6. The preceding paragraphs apply mutatis mutandis to the results of a scanning service, save that where the scan data is the ordered deliverable it is delivered to the Customer upon payment in full and the Customer's rights of use in that scan data are governed by paragraph 5.
7. The Provider may depict manufactured items for reference purposes only with the Customer's prior consent.

§ 25 Confidentiality

1. Both parties treat as confidential all non-public information of the other party obtained in the course of the business relationship, in particular design data, drawings, technical specifications, prototypes and project information.
2. The obligation applies for the duration of the business relationship and for three years thereafter.
3. Excluded is information that is public knowledge, that was lawfully known to the recipient without a duty of confidentiality, or whose disclosure is required by law or by an authority.
4. Disclosure to subcontractors takes place only where necessary to perform the order, and only under an equivalent obligation on the subcontractor.

§ 26 Storage and Deletion of Customer Files

1. The Provider stores customer files for 36 months after completion of the order and deletes them thereafter. That period is derived from the warranty and limitation periods under § 28 Abs 1 VGG and § 1489 ABGB. Where an extended warranty period applies to the order, the storage period is extended accordingly.
2. Files that led to a quotation but not to an order are deleted 90 days after the quotation expires.
3. After completion of the order, access to customer files is restricted to those persons who require it to handle warranty matters, repeat orders and claims.
4. The Customer may request earlier deletion at any time. The Provider points out that repeat orders and the remedying of defects by re-manufacture will then no longer be possible.
5. The Provider does not owe archiving. The Customer must keep its own backup copies of its files.
6. The Provider's liability for loss of customer files is governed by § 17.

§ 27 Force Majeure

1. Force majeure means any unforeseeable event beyond the control of the parties that prevents performance of the contract, in particular natural disasters, fire, war, epidemics and pandemics, strikes, official measures, failure of energy or data networks and supply chain interruptions.
2. For the duration of the force majeure event, the affected obligations are suspended and deadlines are extended accordingly. § 10.3 remains unaffected.
3. Where the impediment lasts longer than 30 days, either party may withdraw from the contract. Payments already made for services not rendered must be refunded without undue delay.

§ 28 Set-off

1. Towards businesses, set-off is permitted only against undisputed counterclaims or counterclaims established by final judgment.
2. The consumer may in any event set off where the Provider is insolvent or where the counterclaim is legally connected with the consumer's liability, has been established by a court or has been acknowledged by the Provider (§ 6 Abs 1 Z 8 KSchG).

§ 29 Data Protection

The processing of personal data is governed by the Provider's Privacy Policy, published at online-3d-drucken.at/agb.

§ 30 Alternative Dispute Resolution

1. The Provider is willing to participate in dispute resolution proceedings before a consumer arbitration body.
2. The competent body for electronic commerce is the Internet Ombudsstelle, Österreichisches Institut für angewandte Telekommunikation, Ungargasse 64/3/404, 1030 Vienna, ombudsstelle.at.

§ 31 Applicable Law and Jurisdiction

1. Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods.
2. Towards consumers, this choice of law applies only to the extent that it does not deprive the consumer of the protection afforded by mandatory provisions of the law of their country of habitual residence (Art 6 Rome I Regulation).
3. For actions against a consumer domiciled, habitually resident or employed in Austria, the court of that place has exclusive jurisdiction (§ 14 KSchG).
4. Against a consumer domiciled in another Member State, the Provider may bring proceedings only before the courts of that Member State; the consumer may sue the Provider either at its seat or at the consumer's own domicile (Arts 17 to 19 Brussels I bis Regulation).
5. For disputes with businesses, the exclusive jurisdiction of the competent court in Linz is agreed.

§ 32 Amendment of these Terms

1. The Provider may amend these Terms with effect for future contracts.
2. Contracts already concluded remain governed by the version determined under § 1.4.
3. Silence on the part of the Customer does not constitute consent to amended Terms.

§ 33 Final Provisions

1. Should any provision of these Terms be or become invalid, the validity of the remaining provisions is unaffected. The invalid provision is replaced by the statutory rule.
2. Neither party may transfer rights and obligations under the contract to a third party without the other party's consent. This does not apply to the engagement of subcontractors to perform the services.
3. Declarations in the course of contract performance should be made in text form. Towards consumers this is a procedural rule only; the effectiveness of a consumer's declaration made in any other form is not affected.

Annex 1: Withdrawal Instructions

Right of withdrawal. You have the right to withdraw from this contract within 14 days without giving any reason. The period is 14 days from the day on which you or a third party named by you, other than the carrier, took possession of the goods. If you ordered several goods in a single order which are delivered separately, the period begins on the day on which you or a third party named by you, other than the carrier, took possession of the last of the goods. If goods are delivered in several part consignments or pieces, the period begins on the day on which you or a third party named by you, other than the carrier, took possession of the last part consignment or piece. For contracts for services, the period is 14 days from the day the contract was concluded.

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

Where a statutory right of withdrawal exists, you may also exercise it via the online withdrawal function on our website. If you use this online function, we will send you confirmation of receipt on a durable medium (for example by e-mail) without undue delay, stating the content of the withdrawal declaration and the date and time of its receipt.

The continuation of these instructions is on the following page.

Annex 1: Withdrawal Instructions (continued)

Consequences of withdrawal. If you withdraw from this contract, we must repay all payments received from you, including delivery costs (except for the additional costs arising from your choosing a type of delivery other than the least expensive standard delivery offered), without undue delay and at the latest within 14 days of receipt of your withdrawal notice. We use the same means of payment as in the original transaction; you will not be charged any fees. We may withhold the refund until we have received the goods back or you have provided proof of dispatch, whichever is earlier.

You must return the goods without undue delay and at the latest within 14 days of your withdrawal notice. The deadline is met if you send back the goods before the period of 14 days has expired. You bear the direct cost of returning the goods. You are liable for any diminished value only where this results from handling not necessary to establish their nature, characteristics and functioning.

Commencement of a service during the withdrawal period. If you requested that the service begin during the withdrawal period, you must pay us an amount which, compared with the total price agreed in the contract, is in proportion to what has been provided to you up to the time you inform us of your exercise of the right of withdrawal. If the total price agreed is excessive, that amount is calculated on the basis of the market value of the service provided.

Exceptions. In particular, there is no right of withdrawal for goods made to customer specifications or clearly tailored to personal needs, or for services fully performed and digital content supplied where you expressly requested performance and acknowledged the resulting loss of the right of withdrawal. The full list is set out in § 13 of the GTC.

Annex 1: Model Withdrawal Form

This is the model withdrawal form under Annex I Part B FAGG. Complete and return it only if you wish to withdraw from the contract. Use of this form is not obligatory.

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

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

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

(*) Delete as appropriate.

Withdrawal may also be declared by any other unequivocal statement addressed to the Provider, or via the online withdrawal function on the website (§ 14 of these Terms).

Annex 2: Process Characteristics

Process-related characteristics (not defects). Visible layer and seam lines; contact points and residues of removed support structures; minor warping, particularly with ABS and ASA; shrinkage on cooling, depending on material; elephant foot in the first layer; colour and gloss variation between filament or resin batches; direction-dependent (anisotropic) strength, with tensile strength in the Z direction significantly lower than in X/Y; bores and fits come out smaller than designed for process reasons, so reworking should be planned for.

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

Annex 3: Supplementary Terms for Series Production

Scope. This annex applies to business customers only. It applies in addition to these Terms to orders from 25 units.
Quantity tolerance. Over- or under-deliveries of up to 5 % of the quantity ordered are permitted; the quantity actually delivered is invoiced.
Sampling inspection. Acceptance takes place by sampling inspection. Absent any differing agreement, a proportion of defective units of up to 2 % is deemed contractually compliant; units beyond that are re-manufactured.
Partial deliveries. Partial deliveries are permitted where agreed or reasonable for the Customer and may be invoiced separately; § 10.8 applies to costs.
Validity of quotations. Quotations for series production state their period of validity; § 4.7 applies where none is stated.
Material-cost adjustment. If material costs increase by more than 15 % between the date of the quotation and the start of production, the Provider is entitled, but not obliged, to require an adjustment in the amount of the additional costs evidenced. The Customer may in that case withdraw from the portion of the order not yet produced within 14 days.
Colour consistency. Colour consistency across separate production batches is owed only where expressly agreed.