



General Terms and Conditions of Sale

for Service Plans with Extended Manufacturer's Warranty for Sinterit LISA X and SUZY SLS 3D Printers

Last updated: April 28, 2025

§ 1. General Provisions

1.1. These General Terms and Conditions of Sale for Service Plans ("GTC"; "Terms and Conditions") define the rules for concluding agreements for the sale of service plans (hereinafter referred to as: "Service Plans") offered by the manufacturer and seller of 3D printers – Sinterit Spółka z ograniczoną odpowiedzialnością, with its registered office in Kraków (30-741), ul. Nad Drwiną 10, building B3, entered into the Register of Entrepreneurs maintained by the District Court for Kraków, 11th Commercial Division of the National Court Register under KRS number: 0000535095, NIP [Tax ID No.]: 679-310-64-16, BDO No.: 000005479, e-mail: contact@sinterit.com (hereinafter referred to as: the "Manufacturer"; "Sinterit"; "Seller"; "Company"), operating in both domestic and international markets.

1.2. These Terms and Conditions apply to contracts concluded with a Client ("Client") who is either:

- an Entrepreneur (i.e., a legal person or a natural person conducting business activity); hereinafter referred to as: "Non-Consumer"; "Entrepreneur"; or
- a Consumer – i.e., a natural person who enters into an agreement with Sinterit or its Partner for the purchase of products or provision of services not directly related to their business or professional activity; hereinafter referred to as: "Consumer".

1.3. In the case of agreements concluded with Consumers, the provisions of the Polish Consumer Rights Act and the Civil Code shall apply, subject to these GTC.

1.4. In the case of agreements concluded with a Client who is not a Consumer, Sinterit reserves the right to request, prior to accepting an order, proof of registration of the entity in the relevant business register.

1.5. By accepting these Terms and Conditions, the Client confirms that all data provided by them is true and accurate. In the event of any change in contact details, the Client must immediately contact the Customer Service Center.

1.6. These Terms and Conditions are binding at the moment of placing the order. The publication of the GTC and the presentation of the Service Plan offer on Sinterit's website or in other marketing materials constitutes an invitation to potential clients to make an offer and not a binding offer within the meaning of the Polish Civil Code ("invitatio ad offerendum").



1.7. By accepting these Terms and Conditions, the Client acknowledges that Sinterit does not support or participate in undertakings in jurisdictions subject to embargoes, sanctions or similar measures, and confirms that they are not a person listed on any sanctions, embargoes or similar restrictive lists issued by the US OFAC, the European Union, the Government of the French Republic, the Government of the Republic of Poland, or any other authority empowered to impose sanctions (currently including, but not limited to, North Korea, Cuba, Syria, Sudan, Iran, and the Crimean region), nor are they acting on behalf of any such person, and that they will not sell, deliver, or otherwise transfer access rights to the subject of the Agreement to any person subject to the aforementioned sanctions or located in sanctioned countries or regions. Should it be determined at any time that this declaration is untrue, the Agreement shall be terminated with immediate effect, without Sinterit incurring any liability for damages.

§ 2. Definitions

For the purposes of these GTC, the following terms shall have the following meanings:

1. **Printer** – a device manufactured by Sinterit used for three-dimensional printing (3D printing) using Selective Laser Sintering (SLS) technology, sold by the Manufacturer under the trade names “Lisa X” or “Suzy”, hereinafter referred to individually or collectively as the “Device” or the “Printer”;
2. **“Standard Warranty”** – the warranty provided upon the sale of the Printer, the cost of which is included in the purchase price of the Device.
3. **“Extended Warranty”** – an additional service coverage period of 1, 2, 3, 4, or 5 years, granted based on the Service Plan selected by the Client, under the conditions specified herein. The Extended Warranty, granted as part of the Service Plan, expands the scope of coverage under the Standard Warranty. It includes complimentary repair or replacement of 3D Printer hardware components that malfunction due to material or manufacturing defects, as well as additional services under the Extended Service Plan. The Extended Warranty granted to the Client does not cover:
 - (a) consumable parts (in particular: recoater strips, infrared heaters, foam sealing, recoater cords, print bed and feed bed sealings, laser protective glass, lid fans, pyrometer protection glass);
 - (b) damage or malfunctions resulting from improper use by the Client or third parties, unauthorized (non-certified) repairs or modifications of the device;
 - (c) mechanical, thermal, or chemical damage resulting from improper operation (including, but not limited to: incorrect use of open printing parameters, application of force, inadequate or incorrect maintenance, atypical operating conditions, improper installation or servicing, device tuning, or disassembly);
 - (d) failures caused by external factors (e.g., power surges, fire, flooding);



(e) any failures or malfunctions of the device resulting from or related to the use of third-party consumables or materials not supplied by Sinterit (“3rd party materials”), including those used in a non-standard or non-recommended manner;

(f) damage or failures caused by or related to the incompatibility of the Client’s software with the Manufacturer’s software, or due to any malware;

(g) For Entrepreneurs: the warranty excludes compensation for device downtime or loss of profits resulting from device failure.

4. Service Plan Sales Agreement (“Agreement”) – an agreement concluded between the Client and the Manufacturer or its Partner, under which the buyer purchases a selected Service Plan including the provision of specific service activities and an extended warranty for one, two, three, four, or five years (hereinafter also the “Product”), in connection with the simultaneous purchase of a Sinterit 3D printer model Lisa X and/or SUZY. The description of the services covered by the individual Service Plans is available at: <https://sinterit.com/service-plans/warranty-details/>. The Service Plan Sales Agreement constitutes a supplemental contract to the Manufacturer’s Standard Warranty and is governed by the provisions of the Polish Civil Code, other applicable Polish law, and these Terms.

5. “Standard Nominative Manufacturer’s Warranty” – a standard, limited, one-year nominative warranty granted exclusively to the Client (excluding legal successors) upon the purchase of a Printer, the cost of which is included in the price of the Device. The warranty terms and scope of basic coverage are specified at: http://sinterit.com/wp-content/uploads/2025/04/terms-conditions-sinterit-products-and-partner-services_28042025.pdf.

6. “Extended Service Plan” (“ESP”) – a service plan for Sinterit 3D printers model LISA X and SUZY, with extended warranty coverage extending beyond the limited warranty granted by the Manufacturer exclusively to the Client (excluding legal successors), available in 1-, 2-, 3-, 4-, and 5-year variants. Extended Service Plans include all services offered under the Standard Service Plan, as well as additional services detailed at: <https://sinterit.com/service-plans/warranty-details/>, including, among others:

- **Shadow Manufacturing** – production support and optimization of service processes;
- **Service Unit** – a 3D printer provided to the Client as a replacement device exclusively for the duration of the Client's printer repair. The device may be new or refurbished. Upon return of the serviced printer to the Client, the Client is required to return the Service Unit within 14 days from the date of receipt of the repaired printer. Should the Client fail to return the Service Unit within 30 days from delivery of the repaired device, Sinterit reserves the right to deem such failure a tacit (implied) and deliberate declaration of intent by the Client to acquire ownership of the Service Unit, which shall result in an invoice being issued for an amount equivalent to the value of a new device, payable by the Client;
- **PrintPro Remote Assist** – ongoing technical and operational support provided electronically;



- **PrintPro Remote Masterclass** – training in the operation, maintenance, and optimization of the 3D printer.

7. “Shadow Manufacturing” – a service available under the Extended Service Plan that provides the Client with temporary 3D print production by the Manufacturer in the event of a warranty-covered failure. Under this service, Sinterit performs prints in accordance with the Client’s specifications, using equivalent equipment and materials, to minimize the Client’s operational downtime until the warranted device is repaired, but no longer than the period specified in the given Service Plan. The service is subject to limitations regarding the number of prints, availability of materials, and compatibility of files with the Sinterit system. Shadow Manufacturing is not a replacement for the Client’s standard production process—it is an emergency measure available only in the event of inoperability of the warranted device. The Client bears the cost of materials used during Shadow Manufacturing.

8. “PrintPro Remote Assist” – a comprehensive remote support service aimed at optimizing 3D print quality through online consultations with Sinterit experts. In the case of:

(a) users of SUZY and LISA X printers with the basic version of Sinterit Studio – the PrintPro Remote Assist service focuses on improving print positioning to achieve the best possible results, ensuring that each print part is carefully adjusted for optimal performance;

(b) users of the LISA X printer using Sinterit Studio Advanced – the PrintPro Remote Assist service includes support for setting print parameters to obtain results acceptable to the Client and comparable to those achieved in device benchmark testing, along with up to three (3) online consultations with an expert, each lasting up to 60 minutes, to discuss print quality optimization issues. The service does not guarantee identical results, as print quality depends on materials, environmental conditions, and printer usage. The Client ensures technical conditions for conducting the consultations.

9. “Partners” – Sinterit distributors or other individuals or entities cooperating with the Company in the sale of Products or provision of Services.

10. “Website” – the sinterit.com website, where the Company provides information about its operations, communicates with potential Clients, and presents its products and offers services.

11. “Customer Service Hours” – the operating hours of the Customer Service team are from 7:00 a.m. to 7:00 p.m. Central European Time (CET), Monday through Friday, excluding public holidays in Poland. Contact with the Customer Service Department during the course of a particular case is also possible outside of regular hours upon prior arrangement.

12. “Geographic Scope” – Service Plans with extended Manufacturer’s Warranty are available only to Clients whose registered office or place of residence is located in one of the following countries:

- (a) the countries of the European Economic Area (EEA);
- (b) the United States of America (USA);
- (c) Turkey;
- (d) Ukraine.



§ 3. Conclusion of the Agreement and Provision of Services under the Service Plan

3.1. The subject matter of the Agreement is the purchase of one of the following Extended Service Plans selected by the Client, providing additional service coverage for the Printer, valid from the date of purchase of the respective ESP, under the following variants:

- “PSR_1” – extended warranty covering 1 year;
- “PSR_2” – extended warranty covering two (2) consecutive years;
- “PSR_3” – extended warranty covering three (3) consecutive years;
- “PSR_4” – extended warranty covering four (4) consecutive years;
- “PSR_5” – extended warranty covering five (5) consecutive years.

3.2. Each Service Plan includes the scope of coverage specified in the final price offer presented by Sinterit.

3.3. Additional services under each Extended Service Plan (Shadow Manufacturing, Service Unit, PrintPro Remote Assist, PrintPro Remote Masterclass) shall be provided according to a schedule individually agreed upon with the Client.

3.4. The purchase of a selected Service Plan constitutes a separate transaction and does not affect the terms of sale of the Printer or any other products offered by Sinterit.

3.5. These General Terms and Conditions of Sale of Service Plans, together with the description of the applicable Extended Service Plan, do not constitute an offer within the meaning of the Polish Civil Code but rather an invitation to conclude an Agreement.

3.7. An Extended Service Plan may be purchased exclusively as part of the same order in which the Printer covered by the respective Service Plan is purchased. It is not permissible to purchase a greater number of Printers than Service Plans within one order, nor to purchase a Service Plan without simultaneously purchasing a Printer.

3.8. The Client accepts these Terms in connection with the purchase of an Extended Service Plan by placing an order through electronic means of communication with Sinterit or through a Sinterit Product Partner.

3.9. An order shall be deemed submitted at the moment it reaches Sinterit’s ICT system in a manner allowing the content of the order to be reviewed. Orders placed electronically, as referred to in section 3.8, include orders submitted via:

- order forms available on the Manufacturer’s website www.sinterit.com;
- emails containing order details, sent to: sales@sinterit.com.



3.10. Upon approval of the order by Sinterit (which may take the form of an email confirmation to the Client confirming acceptance of the order for execution), a binding Agreement for the selected Extended Service Plan between the Client and Sinterit is concluded at the moment the Client accepts the offer presented by Sinterit or makes payment for the Products.

3.11. Any doubts regarding the compliance of the order with these Terms may result in the order being suspended until it is adjusted to comply with these GTC. Sinterit reserves the right to refuse execution of an order that does not meet the conditions set forth in these Terms.

3.12. The Client is responsible for ensuring, prior to placing the order, that the selected Extended Service Plan suits their needs. Prior to placing an order, the Client shall have the opportunity to verify the order and its individual components. In case of any doubts or questions, the Client is requested to contact the Manufacturer before finalizing the order.

3.13. Sinterit may, at its sole discretion, discontinue the provision of services under the Extended Service Plan in the event of a breach of these Terms.

3.14. Sinterit undertakes to provide services with due diligence, in accordance with applicable technical standards and quality norms.

3.15. Additional services under the Service Plan (including Shadow Manufacturing) may only be provided with respect to the Printer covered by the respective Service Plan.

3.16. Prior to commencement of any service under the Service Plan, Sinterit shall verify the serial number of the Printer to which the request pertains. If a mismatch is found between the serial number and the Device covered by the given Service Plan, the service shall not be performed.

§ 4. Renewal and Assignment of the Extended Service Plan

4.1. The Service Plan remains valid for the agreed number of consecutive annual periods of additional service coverage for the purchased Device, calculated from the date of purchase of the given Extended Service Plan, subject to the provisions of §8 section 8.2.

4.2. Renewal of the Extended Service Plan is only possible prior to the expiry of the current extended warranty period. To renew the plan, the Client is required to place a corresponding order and make payment before the expiration of the current Extended Service Plan.

4.3. Upon renewal of the Extended Service Plan, the price in effect according to the current price list shall apply. The fee for a subsequent Service Plan is not subject to deduction based on the value of the previously paid plan and does not include discounts available for one-time purchases covering longer durations.

4.4. The total duration of coverage provided under the Extended Warranty resulting from the Extended Service Plan may not exceed five (5) consecutive years.

4.5. Each Extended Service Plan is assigned to a specific Client and applies to a specific Printer. Assignment of the Extended Service Plan, including the services covered therein, to a



third party or to other Products (even if owned or possessed by the same user) is not permitted. Service Plans may not be resold, are non-transferable, and are non-refundable.

4.6. In the event of a breach of the provisions set out in this section, Sinterit reserves the right to refuse the provision of services under the Service Plan and to undertake other actions in accordance with applicable law and these Terms and Conditions.

§ 5. Price and Payment

5.1. The prices of individual Service Plans are specified in the offer documentation provided to the Client by Sinterit.

5.2. For the avoidance of doubt, Sinterit clarifies that in cases where an indicative price list is published on the website, the prices contained therein are for informational purposes only and do not constitute a binding offer within the meaning of Article 71 of the Polish Civil Code. The final price shall be confirmed by Sinterit at the time of conclusion of the Agreement.

5.3. The unit price of the Service Plan depends on the number of Printers purchased within a single order. In the case of subsequent orders, the price of the Service Plan shall be calculated in accordance with the terms in effect at the time of the new order and is not subject to automatic adjustment based on previous purchases.

5.4. The Client hereby acknowledges and agrees that they are obliged to pay the full purchase price and are responsible for settling all applicable tax liabilities, such as VAT, in accordance with the legal provisions applicable to the Agreement.

5.5. No later than at the stage of placing the order, the Client is obliged to declare whether the products and services are exempt from VAT (e.g., under Intra-Community Supply of Goods or service provisions). If such exemption applies, the Client must provide the seller with a valid EU VAT number.

5.6. The Client bears full responsibility for the accuracy of the provided EU VAT number and for any tax consequences arising from failure to provide or from providing an incorrect number.

5.7. Failure to provide a valid EU VAT number renders the application of a VAT exemption in EU transactions impossible. In such case, the seller has the right to apply the national VAT rate. Furthermore, the seller reserves the right to refuse to process the order or to treat the transaction as domestic if the provision of the EU VAT number was a condition for applying the VAT exemption.

5.8. In the case described in section 5.7, the Client shall be obliged to pay the VAT amount within five (5) business days from the date on which the relevant information is sent to the Client by the seller. In the event of non-payment within this deadline, Sinterit reserves the right to withdraw from the Agreement and refund the Client's payment within five (5) business days. The refund amount may be reduced by bank transfer costs and exchange rate differences. Sinterit is not obliged to pay interest on the refunded amount.

5.9. Clients who do not benefit from a VAT exemption shall be charged this tax, which shall be added to the price of products or services.



5.10. Payment shall be made in the manner selected by the Client from among the options provided by the seller (if more than one option is available), before the deadline specified in the pro forma invoice.

5.11. The bank transfer should be made in such a way that it does not result in Sinterit incurring any related costs. In the event the Client uses a payment method other than bank transfer, the prices may be increased by the fee charged by the payment system operator.

5.12. If full payment is not received within the deadline specified in section 5.10:

- (a) the selected Service Plan, which includes the provision of specific service activities and extended warranty, may become unavailable;
- (b) the prices of Extended Service Plans may be subject to change;
- (c) Sinterit may withdraw from the Sales Agreement—within 14 days after the payment deadline—without the need for prior notice. In the event of withdrawal from the Sales Agreement pursuant to this provision, the order shall be canceled, and the Client shall have no further claims against Sinterit in this respect.

§ 6. Failure Reporting Procedures and Complaint Handling

6.1. Sinterit makes every effort to respond to Client inquiries regarding the functioning of Products and Extended Service Plans and, for this purpose, enables Clients to contact the Company via email at support@sinterit.com. Technical support from Sinterit is provided in Polish or English.

6.2. The Client is obliged to report a failure or the need to perform a service under the purchased Extended Service Plan using the communication channels made available, i.e., via the online form, hotline, or email address indicated by the Manufacturer.

6.3. Complaints related to non-performance or improper performance of service activities shall be submitted in writing or electronically to contact@sinterit.com or to the registered office address of Sinterit. Sinterit shall inform the Client about the manner of handling the complaint using the Client's chosen form of communication with the Company; in any case, the Company may, additionally or—in case of the Client's consent—instead, provide the relevant information through another available means.

6.4. The procedure referred to in section 6.3 above also applies in cases where the Company needs to obtain additional information necessary for handling the complaint or for undertaking further actions related to it.

6.5. Subject to mandatory provisions of law, which are not modified by these Terms, Sinterit undertakes to review the complaint no later than within 30 calendar days from the date of submission of a complete complaint request. If the Client is required to supplement the complaint (e.g., by providing additional necessary information or making the Product available for inspection by the Manufacturer), this deadline may be extended.

6.6. The conditions for using service activities under the Service Plan include, in particular:

- timely reporting of the defect during the validity period of the Service Plan;



- compliance with the operating and maintenance recommendations specified in the Product's user manual;
- use of only original consumables and spare parts supplied by the Manufacturer.

6.7. All repairs and part replacements under the Service Plan shall be carried out at the Manufacturer's sole discretion regarding the method of their resolution. In the absence of the possibility of an amicable resolution of a dispute, the parties may apply an escalation procedure, including technical consultations.

§ 7. Seller's Limitation of Liability Clause

7.1. Sinterit shall be liable for non-performance or improper performance of services covered by the Extended Warranty under the Extended Service Plans solely on the basis of generally applicable law, provided that such liability shall be limited to the value of the services covered by the Agreement, regardless of the number of claims or grounds for liability.

7.2. In the case of Consumers, Sinterit's liability for non-performance or improper performance of services covered by the Extended Warranty under the Extended Service Plans shall be limited solely to the amount of the price paid by the Consumer for the service covered by the Extended Service Plan. Sinterit's liability shall not include indirect damages, loss of profits, or any other damages that do not directly result from the Seller's act or omission.

7.3. With regard to Clients who are not Consumers (Entrepreneurs), Sinterit's liability shall be limited exclusively to actual damages and shall not cover any indirect damages, including loss of profits, or damages arising from the non-performance or improper performance of services, unless the Seller, acting in bad faith, failed to exercise due diligence in the performance of the Agreement.

7.4. Sinterit shall not be liable for non-performance or improper performance of services if the delay or failure to perform the service results from events beyond the Seller's control, such as force majeure events, including but not limited to natural disasters, wars, strikes, riots, acts of authorities, or other circumstances that prevent or hinder the performance of the service.

7.5. Sinterit's liability does not cover damages resulting from improper use of the service covered by the Extended Service Plan, inaccurate information provided by the Consumer or the Client who is not a Consumer (Entrepreneur), as well as cases of lack of cooperation with the Seller's representatives in the context of repair or resolution of the issue.

7.6. The limitation of liability referred to in this section shall apply to the maximum extent permitted by applicable law. In the case of Entrepreneurs, the parties exclude Sinterit's liability under statutory warranty (rekojmia) for physical and legal defects of the device, pursuant to Article 558 § 1 of the Polish Civil Code, unless otherwise agreed. The above exclusion of statutory warranty applies solely to Agreements concluded with Entrepreneurs.

7.7. By accepting these Terms and Conditions, the Client confirms that they have been informed of and accept Sinterit's limitations of liability.



§ 8. Consumer Protection Clauses

8.1. The provisions of these Terms and Conditions respect the rights of Consumers arising from mandatory provisions of law and are not intended to exclude or limit such rights. In the event that any provision of these Terms and Conditions is inconsistent with mandatory provisions of law, such mandatory provisions shall prevail.

8.2. In the case of Consumers, the provision of services under the selected Extended Service Plan shall commence after 14 days from the conclusion of the Agreement, unless the Consumer has requested commencement of the service prior to the expiry of that period.

8.3. The Consumer has the right to withdraw from a distance contract without providing any reason, within 14 days from the date of conclusion of the Agreement, by submitting an appropriate declaration in any form, including electronically, to the seller's email address. To the extent permitted by applicable law, the application of Polish and European consumer protection law is excluded for individuals residing outside the European Union.

§ 9. Personal Data Protection

9.1. The controller of the personal data provided by the Client in connection with the performance of the Agreement is Sinterit spółka z ograniczoną odpowiedzialnością with its registered office in Kraków.

9.2. Personal data is processed in accordance with the provisions of EU Regulation 2016/679 (GDPR) and national data protection legislation.

9.3. The Client's personal data shall be used in connection with offering Products and/or services, concluding and/or performing sales contracts and/or service agreements, as well as for accounting purposes (i.e., financial handling and/or settlements with Clients).

9.4. The Client consents to the processing of their personal data solely for purposes related to the performance of the Service Plan Sales Agreement and, with their consent, for marketing purposes.

9.5. Detailed information on the processing of personal data can be found in the Privacy Policy available on the Manufacturer's website.

§ 10. Final Provisions

10.1. These Terms and Conditions constitute an integral part of the Extended Service Plan Sales Agreement.

10.2. In matters not regulated by these Terms, the provisions of Polish law shall apply, including, but not limited to, the Civil Code and, in the case of Consumers, the Consumer Rights Act, as well as the Terms and Conditions applicable to agreements concerning the sale of Sinterit products and the provision of services by Partners, available at:



http://sinterit.com/wp-content/uploads/2025/04/terms-conditions-sinterit-products-and-partner-services_28042025.pdf.

10.3. The Client is obliged to familiarize themselves with these Terms before entering into the Agreement.

10.4. In the event of any inconsistency between the provisions of these Terms and applicable legal regulations, the latter shall prevail.

10.5. Sinterit shall have the right to assign all or part of its rights or obligations under these Terms to a third party without the Client's consent.

10.6. Subject to mandatory provisions of law, any assignment by the Client of all or part of their rights or obligations under these Terms to a third party shall require Sinterit's prior written consent, under pain of invalidity or ineffectiveness.

10.7. If any provision of these Terms is held to be invalid, unlawful, or unenforceable to any extent, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Any invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that most closely reflects the intent of the original provision.

10.8. The application of any general terms and conditions or other contract terms used by the Client is hereby expressly excluded.

10.9. Sinterit reserves the right to amend these Terms at any time, provided that events occurring prior to the amendment shall be governed by the previous version of the Terms, unless the Client consents to the updated version. Amendments shall become effective on the date of their publication on the website.

10.10. In addition to general amendments, Sinterit may supplement or modify these Terms on a case-by-case basis, specifying the scope of such changes in the offer submitted to the Client.

10.11. In the event of any discrepancy between the language versions of these Terms, the Polish version shall prevail.

§ 11. Dispute Resolution

11.1. The Parties shall endeavor to resolve any disputes arising from the Extended Service Plan Sales Agreement amicably.

11.2. The governing law for all obligations arising from these Terms and Conditions and the Sales Agreement shall be Polish law, subject to mandatory legal provisions applicable to the Consumer.

11.3. Jurisdiction and competent court:



- (a) In matters involving Entrepreneurs, exclusive jurisdiction and venue shall lie with the court having jurisdiction over the registered office of Sinterit or its legal successor;
- (b) A Consumer may bring proceedings before the court having jurisdiction in accordance with the mandatory provisions of consumer protection law.