



General Terms and Conditions

Selling Service Plans with extended Manufacturer's warranty for Sinterit 3D SLS Printers model LISA X and SUZY.

Last updated: 09.04.2025 r.

§ 1. General provisions

- 1.1. These General Terms and Conditions of Sale Agreement for Service Plans ("GTC"; "Terms and Conditions") define the principles of concluding sales agreements for service plans (hereinafter: "**Service Plans**") offered by the manufacturer and seller of 3D printers - **Sinterit Spółka z ograniczoną odpowiedzialnością** with its registered office in Krakow (30-741), ul. Nad Drwina 10, building B3, entered in the Register of Entrepreneurs by the District Court in Krakow, XI Economic Department of the National Court Register under KRS number: 0000535095, NIP: 679-310-64-16, BDO number: 000005479, e-mail: contact@sinterit.com ("Manufacturer"; "Sinterit"; "Seller"; "Company"), operating in the domestic and international markets.
- 1.2. These terms and conditions apply to contracts entered into with a Customer ("**Customer**") being:
 - (a) Business Entity (i.e., a legal entity or a sole proprietorship); hereinafter referred to as: "**Non-Consumer**"; "**Business Entity**"; or
 - (b) **Consumer** - i.e. a natural person who enters into a contract with Sinterit or its Partner for purchase of products or provision of services not directly related to his/her business or professional activity; hereinafter referred to as: "Consumer".
- 1.3. For contracts concluded with Consumers, the provisions of the Consumer Rights Act and the Civil Code shall apply, taking into account these T&Cs.
- 1.4. In the case of contracts concluded with a Customer who is not a Consumer, Sinterit reserves the right to request proof of registration of the entity in the relevant business register before accepting the order.
- 1.5. By accepting these Terms and Conditions, the Customer confirms that all data provided by the Customer is true and correct. If any contact information changes, please contact the Customer Service Center as soon as possible.
- 1.6. These Terms and Conditions are effective at the time of placing an order. The publication of the T&Cs and the presentation of the Service Plans offer on Sinterit's website or in other advertising materials constitute only an invitation to potential customers to conclude an agreement, and not a binding offer within the meaning of the Civil Code ("invitatio ad offerendum").
- 1.7. By accepting these Terms and Conditions, Customer acknowledges that Sinterit does not support or participate in businesses in jurisdictions subject to embargoes, sanctions or similar measures and confirms that it is not a person on the list of persons subject to sanctions, embargoes or similar measures imposed by the U.S. OFAC, the European Union, the government of the Republic of France government of the Republic of Poland, or any other body authorized to impose sanctions (currently including but not



limited to North Korea, Cuba, Syria, Sudan, Iran, and the Crimea region), or acts on behalf of any such person, and that it will not sell, deliver or transfer the right of access to the subject matter of the Agreement to any person subject to the above sanctions or to any person located in sanctioned countries or regions. If at any time the above statement is found to be untrue, the Agreement shall be terminated with immediate effect, without Sinterit incurring any liability for damages.

§ 2. Definitions

The following terms have the following meanings adopted for the purposes of these T&Cs:

1. **“Printer”** - a device manufactured by Sinterit that prints three-dimensional objects (3D printing) using SLS selective laser sintering technology and sold by the Manufacturer under the trade name "Lisa X" or "Suzy", hereinafter referred to collectively or each separately as "Device" or "Printer";
2. **"Standard Warranty"** - a warranty provided with the sale of the Printer, the cost of which is included in the price of the Device.
3. **"Extended Warranty"** - an additional period of service protection of 1, 2, 3, 4 or 5 years, provided under the Service Plan selected by the Customer, in accordance with the terms and conditions set forth below. The Extended Warranty provided under the Service Plan augments the coverage under the Standard Warranty. The Extended Warranty includes both free repair or replacement of 3D Printer hardware components (hardware components) that have failed due to a defect in materials or workmanship and additional services provided under the Extended Service Plan. The Extended Warranty provided to the Customer does not include:
 - (a) consumable parts (in particular: Recoater Strip, infrared heaters, foam sealing, recoater cords, Print Bed and Feed Bed Sealings, laser protective glass, lid fans, Pyrometer Protection Glass);
 - (b) damage or irregularities caused by improper operation by the Customer or a third party, independent (unauthorized) repairs or modifications to the device;
 - (c) mechanical, thermal or chemical damage resulting from, among other things, improper use (including, but not limited to, those resulting from improper use of open printing parameters, use of force, insufficient or improper maintenance, abnormal operating conditions of the device, improper installation or improper servicing, tuning, disassembly);
 - (d) defects caused by external factors (e.g., surge, fire, flooding);
 - (e) all equipment failures and malfunctions resulting from or related to the use of 3rd party materials and consumable parts not sourced from Sinterit, including or using them in a non-standard or non-recommended manner;
 - (f) damage or malfunction caused by or related to the incompatibility of Customer's software with the manufacturer's software, or any malware;
 - (g) In the case of entrepreneurs, the Warranty does not cover compensation for equipment downtime or lost profits resulting from equipment failure.
4. **Service Plan Sales Agreement ("Agreement")** - an agreement entered into between the Customer and the Manufacturer or its Partner, pursuant to which the buyer acquires a Service Plan selected that includes the provision of certain maintenance services and an extended warranty for a period of one, two, three, four or five years (hereinafter also



referred to as "**Product**") in connection with the simultaneous purchase of a Sinterit 3D printer model Lisa X and/or Suzy. A description of the scope of services provided under each Service Plan can be found <https://sinterit.com/service-plans/warranty-details/>. The Service Plan Sales Agreement is in the nature of an agreement additional to the Manufacturer's standard warranty and is subject to the provisions of the Civil Code, other applicable regulations of Polish law and the terms and conditions set forth herein.

5. "**Standard Service Plan**" ("Standard Nominative Manufacturer's Warranty") - includes the Manufacturer's standard limited one-year registered warranty, provided exclusively to the Customer (but not to its successors in title) from the sale of the Printer, the cost of which is included in the price of the Device. The warranty terms and conditions and the scope of the basic protection are specified https://sinterit.com/wp-content/uploads/2024/05/TC_Direct-Sale.pdf.
6. "**Extended Service Plan**" ("**PSR**") - a service plan for Sinterit 3D printers model LISA X and SUZY, with an extended warranty allowing to extend the service protection of the device over the limited warranty provided by the Manufacturer exclusively to the Customer (but not to its successors in title), available in 1, 2, 3, 4 and 5-year variants. Extended Service Plans include all services provided for in the Standard Service Plan, plus additional services detailed at the link <https://sinterit.com/service-plans/warranty-details/>, such as, but not limited to:
 - a) **Shadow Manufacturing** - production support and optimization of service processes;
 - b) **Service Unit** - means a 3D printer provided to the Customer as a replacement device only for the duration of repair of the Customer's printer. This device may be a new or refurbished (refurbished) copy. Upon delivery of the serviced printer to the Customer, the Customer is obliged to return the Service Unit within 14 days from the date of receipt of the repaired printer. In the event of the Customer's failure to return the Service Unit within 30 days from the delivery of the repaired device to the Customer, Sinterit reserves the right to consider the above inaction of the Customer as equivalent to a tacit (implied) and conscious declaration of intent by the Customer to acquire ownership of the Service Unit, which will result in the issuance of an invoice for an amount equal to the value of the new equipment and the Customer's obligation to pay it;
 - c) **PrintPro Remote Assist** - ongoing technical and operational support provided electronically;
 - d) **PrintPro Remote Masterclass** - training on how to operate, maintain and optimize the 3D printer.
7. "**Shadow Manufacturing**" - a service available under the Extended Service Plan that provides the Customer with temporary production of 3D prints by the Manufacturer in the event of a warranty-covered failure. As part of the service, Sinterit produces prints according to the Customer's specifications, using equivalent equipment and materials to minimize the Customer's operational downtime until the device is repaired under warranty, but for no longer than the period specified in the respective Service Plan. The service is subject to limitations on the number of prints, availability of materials and file compatibility with the Sinterit system. Shadow Manufacturing is not a replacement service for the Customer's regular production - it is a contingency solution available in the event that the warranted device is not operational. The customer covers the cost of material consumed during the Shadow Manufacturing process.



8. **"PrintPro Remote Assist"** - a comprehensive remote support service aimed at optimizing the quality of 3D prints through online consultation with Sinterit experts. In case of:
 - (a) **SUZY and LISA X model printer users with the basic version of Sinterit Studio** - PrintPro Remote Assist service focuses on perfecting print positioning for the best possible results, ensuring that every part of the print is carefully adjusted for optimal performance;
 - (b) Users of the **LISA X model printer using the Sinterit StudioAdvanced** service - the PrintPro Remote Assist service includes support in providing printing parameters to achieve print results acceptable to the Customer, comparable to those achieved by benchmarking the device, as well as the opportunity to receive up to three (3) online consultations with an expert, each lasting up to 60 minutes, to discuss issues related to achieving optimal print quality. The service does not guarantee identical results, as print quality is affected by materials, environmental conditions and printer use, among other factors. The customer provides the technical conditions for the consultation.
9. **"Partners"** - Sinterit distributors or other persons or entities cooperating with the Company in the sale of Products or provision of Services;
10. **"Website"** - The sinterit.com website on which the Company provides information about its business, contacts potential customers and presents its products and offers services;
11. **"Customer Service Hours"** - the working hours of the Customer Service team 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 team in the course of a case is also possible outside standard business hours, subject to prior arrangement.
12. **'Geographical scope'** - Service Plans with the Manufacturer's extended warranty are only available to Customers whose registered office or place of residence is located in one of the following countries:
 - (a) European Economic Area (EEC) countries;
 - (b) United States of America (USA);
 - (c) Turkey;
 - (d) Ukraine.

§ 3. Conclusion of the Agreement and provision of services covered by the Service Plan

- 3.1. The subject of the agreement is the purchase of one of the following Extended Service Plans selected by the Customer covering additional service protection for the Printer, effective as of the date of purchase of the respective PSR, with respect to:
 - a) **"PSR_1"** - Extended warranty covering 1 year;
 - b) **"PSR_2"** - extended warranty covering 2 years consecutively;
 - c) **"PSR_3"** - extended warranty covering the following 3 years;
 - d) **"PSR_4"** - extended warranty covering 4 years consecutively;
 - e) **"PSR_5"** - extended warranty covering the following 5 years.
- 3.2. Each Service Plan covers the specific coverage indicated in Sinterit's final price offer.



- 3.3. Additional services under each Extended Service Plan (Shadow Manufacturing, Service Unit, PrintPro Remote Assist, PrintPro Remote Masterclass) shall be provided according to the schedule agreed individually with the Customer.
- 3.4. The purchase of the selected Service Plan constitutes a separate transaction and does not affect the terms of sale of the Printer or other products offered by Sinterit.
- 3.5. These General Terms and Conditions of Sale for Service Plans, together with the description of the corresponding Extended Service Plan, do not constitute an offer within the meaning of the Civil Code, but an invitation to conclude an Agreement.
- 3.7. A Service Plan with extended warranty can be purchased only within the same order in which a Printer covered by a given Service Plan is purchased. It is not possible to purchase more Printers than Service Plans in a single order, nor is it possible to purchase only a Service Plan without simultaneously purchasing a Printer.
- 3.8. The Customer accepts these Terms and Conditions in connection with the purchase of the Extended Service Plan by placing an order via electronic communication with Sinterit or with a Sinterit Product Partner.
- 3.9. An order shall be deemed to have been placed when it reaches Sinterit's ICT system in a manner that makes it possible to read its contents. Orders placed electronically, as referred to in paragraph 3.8. are orders made by:
 - (a) order forms available on the vendor's website www.sinterit.com;
 - (b) emails containing order details sent to: sales@sinterit.com.
- 3.10. Once Sinterit has approved the order (which may be done, for example, by e-mail confirmation to the Customer of acceptance of the order for execution), the conclusion of a binding Agreement for the selected Extended Service Plan between the Customer and Sinterit shall take place upon the Customer's acceptance of the offer presented by Sinterit or payment for the Products.
- 3.11. Any doubts regarding the compliance of an order with the Terms and Conditions may result in its suspension until it is adjusted in accordance with these GTC. Sinterit reserves the right to refuse any order that does not comply with the Terms and Conditions.
- 3.12. It is the Customer's responsibility to make sure before placing an order that the selected Extended Service Plan is in accordance with its requirements. Before placing an order, the Customer shall have the opportunity to verify the order and individual items.
- 3.13. Sinterit may, at its sole discretion, terminate services under the Extended Service Plan in the event of a breach of these Terms and Conditions.
- 3.14. Sinterit undertakes to provide services with due diligence, in accordance with applicable technical standards and quality standards.
- 3.15. Additional Services under the Service Plan (including Shadow Manufacturing), may be performed only for the Printer to which the Service Plan applies.
- 3.16. Prior to commencing any service under the Service Plan, Sinterit shall verify the serial number of the Printer to which the request relates each time. If the serial number is found to be inconsistent with the Device covered by a given Service Plan, the Service will not be performed.

§ 4. Renewal and assignment of the Extended Service Plan



- 4.1. The Service Plan is valid for a fixed number of consecutive annual periods of additional service protection for the purchased Equipment, effective from the date of purchase of the respective Extended Service Plan, subject to §8.8.2.
- 4.2. Renewal of the Extended Service Plan is only possible before the expiration of the current extended warranty. In order to renew, the Customer is required to submit the relevant order and payment before the expiration of the respective Extended Service Plan.
- 4.3. For renewal of a Service Plan with extended warranty, the price according to the current price list applies. The fee for the next Service Plan shall not be reduced by the value of the previously paid plan, nor shall it include the discounts available for a single purchase for a longer period.
- 4.4. The total period of coverage provided under the Extended Warranty under the Extended Service Plan shall not exceed five (5) years consecutively.
- 4.5. Each Extended Service Plan is assigned to a specific Customer and applies to a specific Printer. Assignment of an Extended Service Plan, including services covered by it, to a third party or to other Products (even if owned by the same user) is not permitted. Service Plans may not be resold and are non-transferable and non-refundable.
- 4.6. In case of violation of the rules set forth in this clause, Sinterit shall have the right to refuse to provide maintenance services under the Service Plan and to take other actions in accordance with the applicable regulations and the T&Cs.

§ 5. Price and payment

- 5.1. The prices of each Service Plan are specified in the Sinterit offer documentation sent to the Customer.
- 5.2. For the avoidance of doubt, Sinterit informs that if an illustrative price list is posted on the website, the prices included therein are indicative and do not constitute a binding offer within the meaning of Article 66 of the Civil Code. The final price will be confirmed by Sinterit at the conclusion of the contract.
- 5.3. The unit price of the Service Plan depends on the number of Printers purchased under a single order. In case of placing subsequent orders, the Service Plan price will be charged according to the terms and conditions in effect at the time of placing a new order and is not automatically updated for previous purchases.
- 5.4. The Customer hereby acknowledges and agrees that it is contractually obligated to pay the purchase price in full, and is also responsible for the payment of any taxes, such as VAT, in accordance with the laws applicable to the Agreement.
- 5.5. At the latest at the stage of placing the order, the Customer is obliged to declare whether the products and services are exempt from VAT (e.g. in the framework of Intra-Community Supply of Goods or provision of services), and if so - the Customer is obliged to provide the Seller with a valid VAT-EU number.
- 5.6. The Customer shall be fully responsible for the accuracy of the VAT-EU number provided and any tax consequences resulting from failure to provide or providing an incorrect number.
- 5.7. Failure to provide a valid VAT-EU number prevents the application of VAT exemption for EU transactions, and the Seller is entitled to charge the domestic VAT rate. In addition, the Seller reserves the right to refuse to process an order or to treat a



transaction as domestic if providing a VAT-EU number was a condition for applying VAT exemption.

- 5.8. In the situation referred to in paragraph 5.7, the Client will be obliged to pay VAT within 5 working days from the date the Seller sends the relevant information to the Client. If Sinterit does not receive the payment on time, Sinterit has the right to withdraw from the contract and return the payment to the Customer within 5 working days; the payment may be reduced by transfer fees and exchange rate differences. Sinterit is not obliged to pay interest on the returned amount.
- 5.9. Customers who are not exempt from paying VAT will be charged this tax; it will be added to the price of the products or services.
- 5.10. Payment shall be made in the manner selected by the Customer from among the options made available by the Seller (if there is more than one option), before the expiry of the deadline specified in the proforma invoice.
- 5.11. Bank transfer should be made in such a way that Sinterit does not incur any costs associated with it. If the Customer uses a form of payment other than bank transfer, prices may be increased by the commission charged by the payment system operator.
- 5.12. In the event that full payment is not received within the period specified in Section 5.10 above:

(a) the Service Plan selected by the Customer that includes the provision of certain maintenance services and an extended warranty may become unavailable;

(b) prices for Extended Service Plans are subject to change;

(c) Sinterit may withdraw from the Sales Agreement - within 14 days after the expiration of the payment deadline, without further notice. In the event of withdrawal from the Sales Agreement under this provision, the order shall be cancelled, and the Customer shall have no further claims against Sinterit on this account.

§ 6. Failure reporting procedures and complaint procedure

- 6.1. Sinterit makes every effort to respond to Customers' inquiries regarding the operation of the Products and Extended Service Plans, and for this purpose allows Customers to contact the Company via e-mail at support@sinterit.com. Technical support from Sinterit is provided in Polish or English.
- 6.2. The Customer is obliged to report a failure or the need for service under the purchased Extended Service Plan using the communication channels provided, i.e. online form, hotline or e-mail address indicated by the Manufacturer.
- 6.3. Complaints related to non-performance or improper performance of maintenance services should be sent in writing or electronically to contact@sinterit.com or to the address of Sinterit's registered office. Sinterit will inform the Customer about the manner of processing the complaint in the form of contact with the Company chosen by the Customer; in any case, the Company may, in addition to it or - if the Customer has agreed to it - instead of it, provide the relevant information in another available manner.
- 6.4. The procedure referred to in paragraph 3 above shall also apply if the Company needs to obtain additional information necessary to process the complaint or take further necessary actions related thereto



- 6.5. Subject to the mandatory provisions, which these Terms and Conditions do not alter, Sinterit undertakes to process the complaint no later than 30 calendar days from the date of complete notification of the complaint request. If it is necessary for the Customer to complete 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 prerequisite for the use of maintenance services under the Service Plan is primarily:
 - (a) timely notification of a defect during the Service Plan period;
 - (b) to comply with the operation and maintenance recommendations set out in the Product's operating instructions;
 - (c) to use only original consumables and spare parts supplied by the Manufacturer.
- 6.7. All repairs and replacement of parts under the Service Plan shall be carried out at the sole discretion of the Manufacturer as to the method of removal. If it is not possible to resolve a dispute amicably, the parties may use 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 the services covered by the Extended Warranty under the Extended Service Plans only on the basis of the provisions of generally applicable law, such liability being limited to the value of the services covered by the Contract, regardless of the number of claims or grounds for liability.
- 7.2. In the case of Consumers, the Seller's liability for non-performance or improper performance of services covered by the Extended Warranty under the Extended Service Plans shall be limited only to the amount of the price the Consumer paid for the service covered by the Extended Service Plan, and the Seller's liability shall not include indirect damages, lost profits or other damages that do not directly result from the Seller's act or omission.
- 7.3. With respect to Customers who are not Consumers (entrepreneurs), the Seller's liability shall be limited to the actual damage and shall not be liable for any indirect damage, including lost profits, as well as for any damage resulting from non-performance or improper performance of services, unless the Seller, acting in bad faith, has failed to exercise due diligence in the performance of the Contract.
- 7.4. The Seller shall not be liable for non-performance or improper performance of services in the event that the delay or non-performance is the result of events beyond the Seller's control, such as acts of God, including, but not limited to, natural disasters, wars, strikes, riots, acts of authorities or other circumstances that prevent or hinder the performance of services.
- 7.5. Seller's liability shall not include damages resulting from improper use of the service covered by the Extended Service Plan, erroneous information provided by the Consumer or non-Consumer Customer (Entrepreneur), or failure to cooperate with Seller's representatives to repair or resolve the problem.
- 7.6. The limitation of liability referred to in this clause shall apply to the maximum extent permitted by applicable law. In the case of Entrepreneurs, the parties exclude Sinterit's



liability under the warranty for physical and legal defects of the equipment, pursuant to Article 558 § 1 of the Civil Code, unless otherwise agreed.

- 7.7. By accepting these T&Cs, the Customer confirms that he has been informed of and accepts the limitations of the Seller's liability.

§ 8. Consumer protection clauses

- 8.1. The provisions of these T&Cs shall respect the rights of the Consumer under mandatory provisions of law, in particular, they are not intended to exclude or limit them. In the event that they are found to be in conflict with mandatory provisions, these provisions shall take precedence in their application.
- 8.2. For Consumers, the provision of service under the selected Extended Service Plan shall commence after 14 days from the date of conclusion of the Agreement, unless the Consumer has requested service prior to the expiration of this period.
- 8.3. A consumer shall have the right to withdraw from a contract concluded at a distance, without giving any reason, within 14 days from the date of conclusion of the contract, by making a relevant statement in any form, including electronically, to the Seller's e-mail address. To the extent permitted by applicable law, the application of Polish and European consumer law to persons outside the European Union is excluded.

§ 9. Protection of personal data

- 9.1. The administrator of the personal data provided by the Customer in the performance of the Agreement is Sinterit Spółka z ograniczoną odpowiedzialnością, based in Kraków.
- 9.2. Personal data shall be processed in accordance with the provisions of EU Regulation 2016/679 (RODO/GDPR) and national data protection laws.
- 9.3. The Customer's personal data shall be used in connection with the offering of Products and/or services, the conclusion and/or performance of sales and/or service contracts, as well as for accounting purposes (service and/or financial settlements with Customers).
- 9.4. The Customer agrees that his personal data may be processed solely for purposes related to the execution of the Service Plan Sales Agreement and, with his 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 are an integral part of the Extended Service Plan Sales Agreement.
- 10.2. In matters not covered by these Terms and Conditions, the provisions of Polish law shall apply, including but not limited to the Civil Code and in the case of consumers, the Law on Consumer Rights, as well as the Terms and Conditions applicable to agreements on the sale of Sinterit products and provision of services of Partners specified https://sinterit.com/wp-content/uploads/2024/05/TC_Direct-Sale.pdf.



- 10.3. The Customer is obliged to read these Terms and Conditions before concluding the Contract.
- 10.4. In the event of a conflict between the provisions of these Terms and Conditions and the applicable laws, the laws shall apply.
- 10.5. Sinterit shall be entitled to transfer all or part of its rights or obligations under these T&Cs to a third party without the consent of the Client.
- 10.6. Subject to mandatory provisions, the transfer of any or all of the Customer's rights or obligations under these T&Cs to a third party shall require the written consent of Sinterit.
- 10.7. In the event that one or more of the provisions set forth in these T&Cs is for any reason deemed invalid, illegal or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of these T&Cs shall not be affected in any way. The invalid or unenforceable provision shall be deemed to be replaced by a provision that is valid and enforceable and that comes closest to expressing the intent of such invalid or unenforceable provision.
- 10.8. The application of the General Terms and Conditions or other contractual terms and conditions applied by the Customer is hereby expressly excluded.
- 10.9. Sinterit shall be entitled to amend these T&Cs at any time, with the proviso that events arising prior to the amendment of these Terms and Conditions shall be considered under the existing terms and conditions, unless the Customer has agreed to the amendment. Amendments shall become effective as of the date of their publication on the website.
- 10.10. In addition to the general amendments, Sinterit may also supplement or amend these T&Cs on a case-by-case basis, stating this in the offer to the Customer.

§ 11. Dispute resolution

- 11.1. Any disputes arising from the Extended Service Plan Sales Agreement, the Parties shall seek to resolve amicably.
- 11.2. In the absence of an agreement, the applicable law governing Sinterit's relations with Consumers and non-Consumers prior to the conclusion of the Contract, as well as the authority to conclude and perform the Contract, shall be Polish law, the court having jurisdiction over the seat of Sinterit or its legal successor.