



THE TERMS AND CONDITIONS OF THE SINTERIT ONLINE SHOP ADOPTED ON ____, 2025

These terms and conditions, hereinafter referred to as 'Terms and Conditions', set out the rules for the use of the manufacturer's online shop, available at www.sinterit.com.

§ 1 Glossary. Below listed terms have the following meanings:

- 1) **Company** or **Sinterit** – Sinterit Sp. z o.o. at 10/B3 Nad Drwiną Street, 30-741 Cracow (Poland), entered into the Register of Businesses of the National Court Register maintained by the District Court in Cracow, XI Commercial Division, under KRS number: 0000535095, NIP (tax number): 6793106416, BDO: 000005479, share capital of PLN 235 100 (two hundred and thirty-five thousand one hundred) fully paid up, e-mail: contact@sinterit.com;
- 2) **Service Provider and Seller** – Sinterit;
- 3) **Data Controller** of the Users' personal data - Sinterit;
- 4) **Consumer** - a natural person entering into an agreement with the Company or its Partner to buy Products that are not directly related to business or professional activities of that person;
- 5) **Customer** - Consumer or Non-Consumer buying Sinterit Products;
- 6) **Entrepreneur-Consumer** - a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it does not have a professional character for this person, resulting in particular from the subject of its business activity;
- 7) **European Union** or **EU** - European Union excluding special member states territories;
- 8) **Nominative warranty** – warranty granted to a Customer but not to its legal successors;
- 9) **Partners** - distributors of Sinterit or other persons or entities cooperating with the Company in the sale of Sinterit Products;
- 10) **Printers** – devices being sold by Sinterit, together with software included, printing 3D objects in selective laser sintering technology;
- 11) **Products** - products presented on the Website;
- 12) **Samples** - samples of printouts provided to Customers or potential Customers from time to time, at Sinterit's discretion and according to the arrangements with an interested person (for agreed payment or free of charge);
- 13) **User** – a visitor to the Website;
- 14) **Website** - the website of sinterit.com, where the Company informs about its business activity, contacts potential customers, Service Plans as well as sells its Products;
- 15) **Cart** - an item in the Website displaying Products selected by a Customer who intends to purchase them;

- 16) **Service Plans** - an additional chargeable service including, among other things, an extended warranty for selected Sinterit printers, provided under the terms and conditions specified in separate terms and conditions available at <https://sinterit.com/service-plans/warranty-details/>;
- 17) **Working days** - days from Monday to Friday excluding bank holidays in Poland.

§ 2 Subject of the Terms & Conditions.

1. These Terms & Conditions specify in particular:
 - 1) types of services being provided by the Company by electronic means,
 - 2) terms and conditions of services being provided by the Company by electronic means, including:
 - a) technical requirements necessary for cooperation with IT system used by the Company,
 - b) prohibition on supplying unlawful content by Users,
 - 3) terms and conditions of concluding and resolving agreements on services being provided by electronic means,
 - 4) complaint procedure.

§ 3 Services being provided by the Company

1. The Company provides, via the Website, an e-commerce service that allows Users to enter into distance sales contracts with the Company for the purchase of Sinterit-branded Products.
2. An additional chargeable service including, among other things, an extended warranty for selected Sinterit printers (**Service Plans**) are provided under the terms and conditions specified in separate terms and conditions available at <https://sinterit.com/service-plans/warranty-details/>;
3. Sinterit Products are available through the Company online store at sinterit.com.

§ 3 A Contact with the Company

Users may communicate with the Company in writing - by sending a letter to the address of the Company's registered office or by e-mail at: contact@sinterit.com.

§ 4 Technical requirements and Connection Costs.

1. Use of the Website and purchase of Sinterit Products depend on following technical requirements being fulfilled by a User:
 - 1) use of a device with an active Internet connection;

- 2) a current version of a web browser (e.g. Safari, Microsoft Edge, Google Chrome, Mozilla Firefox) with JavaScript and cookies enabled;
- 3) an e-mail account to receive order information.
2. Sinterit makes its best effort to make Users, who use browsers other than the most popular, able to use the Website, but cannot guarantee that the Website will display properly.
3. The User bears only the connection costs charged by their telecommunications operator.

§ 5 Prohibition of the provision of unlawful content.

1. It is forbidden to provide unlawful content in any form (e.g. in email messages or opinions).
2. The Seller promptly verifies the notice and, if the content is unlawful, removes or blocks it and informs the notifier of the outcome.

§ 6 User's account registration

1. Account registration is not required to purchase Products, but allows Customers to do next shopping without needing to re-enter his/her/its data, except for the login and the password.
2. Registration is completed upon completing the registration form on the Website and agreeing to these Terms & Conditions.
3. Upon activation of the account, an agreement on free maintenance of a User's account is concluded between a User and the Company.
4. The agreement referred to in clause 3 above may be terminated by the User at any time and with immediate effect, by sending a termination statement to the Company.
5. Provisions referred to in clauses 1-4 above shall come into force upon introduction by Sinterit appropriate functionality that allows to register User's accounts.

§ 7 Agreements on Sale of Products

1. Displaying Products on the Website to enable Customers to place orders (to make Customers able to add Products into the Cart) is an offer to sell.
2. Information on Products, if accompanied by a message of non-availability of such Products or by any other similar message e.g. about need to contact Sinterit sales team, shall not be deemed an offer to sell, but only an invitation to tender.
3. Confirmation of receipt of an offer by a Customer does not imply acceptance of the offer, but makes Sinterit bound by the offer until the Company can receive the Customer's response without unreasonable delay in the normal course of business transaction.
4. Subject to clause 5 below, once all the following conditions have been met:
 - 1) Product/s that a Customer wants to buy have been added to the Cart,
 - 2) the Customer has made a statement as to whether he/she/it is exempt from paying VAT,
 - 3) the Customer has accepted Terms & Conditions,
 - 4) the Customer has chosen a method of payment and shipping,
 - 5) the Customer has provided Sinterit with data necessary for performance of an agreement by

the Company, i.e. company name or name and surname of the Customer, address of delivery and (if the Customer expresses the will to receive an invoice or its issuance is necessary for legal or tax reasons) data necessary to issue an invoice, as well as an e-mail address and telephone number, unless the above data is already in possession of the Company, as the Customer purchases as a registered User - in this case only the confirmation of validity of data is required,

- 6) the Customer has confirmed intention to purchase the Product/s by clicking the "Buy and pay" button;

there is an agreement on sale of Product/s between the Customer and the Company concluded.

5. In case of purchase of a Printer or set of Products including the Printer, the acceptance by the Customer of Sinterit license to use Printer software is an additional requirement to enter into the agreement.
6. Once the Customer has entered data necessary to conclude the agreement, he/she/it should verify its correctness.
7. Conclusion of an agreement with the Customer is fixed in the Company's IT system.
8. The Company takes appropriate steps to secure contents of an agreement, in particular by backing up the Website and Customer order's details.
9. Once the Customer's order is received, Sinterit sends its details to the Customer, to the e-mail address provided by him/her/it.
10. At the Customer's request, Sinterit shall immediately provide him/her/it with a copy of these Terms & Conditions, by electronic means.
11. Sinterit is bound by the offer (the offer is valid) as long as the relevant information is available on the Website, subject to clause 3 above and clause 12 and 13 below.
12. The Company is entitled to make any changes to the information presented on the Website at any time, including but not limited to changes regarding the prices of Products.
13. Any changes referred to in clause 12 shall not affect the price or other terms of Products already covered by the Customer's order. The price and terms become binding upon the Customer once the Seller sends an order-acceptance confirmation and remain unchanged regardless of the selected payment method, provided that the Customer pays within the deadline stated in the order summary.
14. Sinterit processes the Customer's personal data solely to handle the payment, in accordance with the GDPR and the Privacy Policy.
15. An agreement on sale of Products is concluded in English language.
16. Sinterit may differentiate its offer depending on whether a Consumer or Non-Consumer buys a Product.
17. Seller's Right of Withdrawal:
 - 17.1. Applies exclusively to **Consumers**:
Sinterit may withdraw from the contract within fourteen (14) days of order confirmation only if:
 - (a) performance has become permanently impossible

- for reasons beyond the Sinterit's control;
- (b) payment is not received within the time stated in the order summary;
- (c) fulfilling the order would breach mandatory law or export-control regulations.

In such case, the Seller shall reimburse any payments received without undue delay, and in any event within 7 business days, using the same means of payment unless the Customer expressly agrees otherwise.

17.2. Applies exclusively to Non-Consumers:

Sinterit may, at its sole discretion and without stating any reason, withdraw from the Contract, in whole or in part, within 14 days of order confirmation by e-mail notice (effective upon dispatch). The Seller's sole obligation is to refund the price actually received, less bank or currency-conversion charges, within 7 business days using the original payment method unless the Customer agrees otherwise. Within 5 business days of the notice, the Customer shall return any delivered Products, unchanged, at its own cost and risk; title and risk remain with the Customer until the Seller's physical receipt. Apart from the refund, the Seller shall have no liability whatsoever - contractual, tortious (including culpa in contrahendo) or otherwise - for any loss, cost, expense or lost profit; the Customer irrevocably waives all such claims. These limits do not apply to wilful misconduct, death or personal injury, or liability that cannot be excluded under mandatory law; to the extent any limit is invalid, it shall be replaced by the closest permissible alternative.

18. Provision of subclause 17 above applies among others to the situation where a Consumer ordered or bought a Product addressed to Non-Consumers.
19. Effect on Confirmed Orders
Neither withdrawal under this clause nor failure to exercise the right of withdrawal affects the validity of any other terms of the contract. Products delivered before withdrawal remain subject to the terms of § 11 and § 12.
20. **Non-Waivable Rights**
Nothing in this clause shall exclude or limit any non-waivable rights of Consumers under mandatory consumer protection laws.

§ 8 Prices and payments

1. Prices are shown after the delivery country is selected and exclude packing, shipping, insurance, customs duties and taxes other than VAT unless stated otherwise.
2. VAT is added in accordance with the law of the place of delivery, unless the reverse-charge procedure (VAT-EU) applies. The Customer provides VAT status and a valid VAT-EU number at checkout.
3. Payment must be made within 5 days of the order via a method offered by the Seller.
4. Seller accepts payment exclusively by bank wire to the account specified in the Order-Confirmation Email. No other methods of payment, including PayPal, credit or debit cards, checks or cash, are accepted.
5. Applies exclusively to **Consumers**:

- (a) Sinterit applies no surcharge for standard payment instruments prohibited under PSD2. Fees for other methods are displayed before confirmation;
- (b) If payment is late, the Seller may cancel the order after an ineffective reminder (3 days) and refunds any sums received. The Seller is not liable for lost profits or indirect damage unless mandatory law provides otherwise.

6. Applies exclusively to Non-Consumers:

- (a) Non-Consumer bears all bank, conversion, duty and tax costs; exchange-rate risk passes when the Customer's account is debited;
- (b) If payment is not received on time, the Seller may (a) suspend fulfilment, (b) cancel the order without further notice, (c) charge statutory interest. The Seller's aggregate liability is limited to refunding the net price; the Seller is not liable for lost profits or indirect damage;
- (c) The Seller may adjust the price or shipping time or cancel the order if payment is booked after 5 days and the Product is no longer available or logistics costs have increased; performance requires the Customer's acceptance of the new terms.
7. Title to the Product shall pass to the Buyer only upon the Seller's receipt of the full purchase price. Until that moment the Buyer shall keep the Product with due care and may not resell, encumber or process it without the Seller's prior written consent.

§ 9 Shipping Products and Delivery of Products

1. Products are shipped by the method selected by the Customer from the options displayed at checkout; a real-time calculator shows the total shipping cost (including VAT and any estimated customs duties) before the order is confirmed.
2. Shipping cost and available carriers depend on the delivery address and shipment parameters; the amount shown in the order summary includes VAT and—where applicable—pre-estimated customs charges.
3. Applies exclusively to **Consumers**:
Products are supplied on a Delivered At Place basis (DAP, Incoterms® 2020) to the delivery address indicated in the order. The risk of accidental loss or damage passes to the Buyer only when the Buyer, or a carrier independently selected by the Buyer, physically takes possession of the Products.
4. Applies exclusively to **Non-Consumers**: (excluding Entrepreneur-Consumers):
Unless expressly agreed otherwise in writing, the Products are delivered Free Carrier Kraków (FCA, Incoterms® 2020). Risk passes to the Buyer upon handover of the Products to the first carrier.
5. At the Buyer's written request, Sinterit may arrange transport, insurance or customs clearance. Fees charged to the Buyer cover third-party charges plus a reasonable Sinterit handling fee.
6. Products are dispatched after Sinterit receives full payment of the purchase price and shipping cost.
7. The indicative dispatch time is 4 weeks from the date the funds are credited to Sinterit's bank account. If dispatch is

delayed by more than 2 weeks, Sinterit will notify the Buyer without undue delay; the Buyer may cancel the order and obtain a refund within 5 business days (this does not prejudice the statutory rights of Consumers).

8. If, after the order is placed, the actual shipping cost exceeds the amount displayed at checkout (e.g. remote area surcharge), Sinterit will inform the Buyer by e-mail. The Buyer must pay the difference within 5 business days; failure to do so will result in cancellation of the order and reimbursement of any amounts already paid.

9. For the purpose of delivery, Sinterit transfers the Buyer's identification and address data to the selected carrier in accordance with the Privacy Policy.

10. Upon dispatch Sinterit provides the shipment tracking number and, where Sinterit arranged insurance, the details required to lodge a claim with the insurer.

§ 10 Shipping Restrictions / Export Compliance

1. Before accepting an order, Sinterit may refuse to sell or ship Products if fulfilling the order would breach applicable international sanctions, notably EU Regulations 833/2014, 765/2006, OFAC rules or UN sanctions lists. Any payment received will be refunded without undue delay.

2. By placing an order, the Customer represents that:

a) the Customer is not listed on any sanctions list published by the European Union, OFAC or the United Nations,

b) the Customer is not established or resident in a sanctioned territory,

c) the Customer will not resell or re-export the Products to any sanctioned entity or territory,

d) the Products will not be used for any purpose prohibited by export-control laws on weapons, terrorism or proliferation.

Providing a false representation entitles Sinterit to terminate the contract with immediate effect.

3. Sinterit may refuse to print or ship Samples whose content is unlawful (hate speech, pornography, threats of violence) or infringes third-party rights.

4. The current list of countries to which Products are available is published on the Website. Updates apply prospectively and do not affect confirmed orders unless required by sanction laws.

§ 11 Responsibility towards Customers

1. Complaint Procedure

The product complaint procedure is carried out in Polish or English, at the Customer's choice. A Consumer may lodge a complaint in writing to the Seller's registered address or by e-mail to complaints@sinterit.com. The Seller will inform the Customer of the outcome using the same means of communication or - if the Customer agrees - another durable medium.

2. Statutory Conformity

The Seller undertakes to deliver Products free from defects in accordance with Articles 556 et seq. of the Polish Civil Code and Chapter 5a of the Polish Consumer Rights Act of 30 May 2014.

3. Liability of the Seller

3.1. Consumers

Sinterit shall be liable for the Consumer's actual loss. The Seller shall not be liable for loss of profits insofar as such loss falls outside the normal and foreseeable consequences of non-performance, unless the damage is caused intentionally by the Seller or involves personal injury. Nothing in these Terms limits the Consumer's statutory warranty ("rekojmia") rights or the right to full compensation under mandatory law.

3.2. Non-Consumers (B2B)

The Parties exclude the statutory warranty ("rekojmia") to the fullest extent permitted by law, except for defects fraudulently concealed. Sinterit's aggregate liability shall not exceed the net price paid for the Product, save for damage caused by intentional misconduct, gross negligence, or personal injury/death. The Seller shall have no liability for indirect, incidental, or consequential damages—including loss of data, profit, or business opportunity—or for storage or insurance costs, unless such damage is caused by intentional misconduct or gross negligence. These limitations do not affect liability that cannot be limited by mandatory law, including product-liability legislation.

4. Non-Waivable Rights

Nothing in this clause excludes or limits Consumers' statutory rights (including those residing outside the EEA); in the event of conflict, mandatory consumer protection laws of the Consumer's habitual residence shall prevail.

5. Software

Software supplied with the Product is provided "AS IS." This does not affect the Seller's statutory liability for the Product's conformity with the contract and safety.

6. Alternative Dispute Resolution

The Seller does not operate an internal ADR scheme; however, a Consumer may use out-of-court dispute resolution before the Provincial Inspectorate of the Trade Inspection in Kraków or via the ODR platform <https://ec.europa.eu/consumers/odr>.

7. Acts of Goodwill

Any repair, replacement, or other act performed by the Seller after statutory deadlines shall be deemed an act of goodwill and shall not constitute an additional legal obligation.

8. Personal Injury and Death

Nothing in this clause excludes or limits the Seller's liability for death or personal injury resulting from its wilful misconduct or any liability that cannot be excluded under applicable law.

§ 12 Commercial Warranty

1. This voluntary commercial warranty (the "Warranty") is granted solely to the original purchaser who bought the Product directly from Sinterit sp. z o.o. or an authorised Sinterit partner (the "Original Purchaser"). The Warranty is non-transferable; any sale, gift or other transfer of ownership automatically terminates the Warranty with respect to any subsequent owner unless Sinterit gives its prior written consent.

2. The Warranty covers physical defects reported by the Original Purchaser within 12 (twelve) months from delivery (or personal pickup). This Warranty does not limit

the statutory rights of Consumers or Entrepreneur-Consumers regarding the conformity of goods with the contract (24 months) or statutory product-liability rules.

3. The Warranty does not cover, in particular:

- a) damage or malfunction caused by the Customer or third parties;
- b) defects resulting from improper use, external force, inadequate maintenance, incorrect installation or abnormal operating conditions;
- c) normal wear and tear of consumable parts (see full list in the user manual, e.g., IR heaters, recoater bearings);
- d) any modification of the Product without Sinterit's written consent;
- e) use of consumables outside the Sinterit range or in a non-recommended manner;
- f) installation or operation of unauthorised or malware-infected software.

4. A claim under the Warranty must be submitted in writing to the Seller's registered office or by e-mail to complaints@sinterit.com. Sinterit will acknowledge receipt within 14 days and decide on the claim within 30 days; this period may be extended if the Customer fails to provide required information or make the Product available for inspection.

5. In B2C relations, the Original Purchaser may choose repair or replacement of the Product; Sinterit may refuse the chosen remedy if it is impossible or entails disproportionate costs (Article 43m of the Consumer Rights Act). In pure B2B relations, the choice of remedy (repair, replacement, spare parts, price reduction or refund) rests with Sinterit.

6. Sinterit may perform the repair at the installation site or at its own or partner's service centre; the Customer shall grant access and safe working conditions.

7. Transport costs for the defective Product within the EU are borne by Sinterit. In pure B2B sales outside the EU, logistics costs are borne by the Buyer; a Consumer outside the EU will be reimbursed reasonable shipping costs once the claim is accepted.

8. Instead of returning the defective Product, Sinterit may instruct the Customer in writing to dispose of it in an environmentally responsible manner and will reimburse documented disposal costs.

9. The Customer must secure the Product for transport at least in the same manner in which it was delivered (pallet / flight case).

10. Software supplied with the Product is provided "as is", without prejudice to Sinterit's statutory liability for conformity and its obligation to supply necessary security updates.

11. An optional paid extension of the Warranty is available under separate terms.

12. To the maximum extent permitted by law, this Warranty constitutes the sole obligation of Sinterit to the Original Purchaser; Sinterit disclaims all other express or implied warranties, including merchantability or fitness for a particular purpose, without prejudice to statutory consumer rights.

13. Any claims under this commercial warranty or statutory warranty for B2B Customers must be brought within

twelve (12) months of delivery. After this period, all liabilities and remedies shall expire.

§ 12a Digital Content and Services

1. This clause governs software, STL files, licences and any other digital content or digital services ("Digital Content") supplied with the Product or sold separately.

2. The Seller shall make the Digital Content available without undue delay, and in any event within 24 hours of contract conclusion, by providing a download or installation link. The link delivery constitutes fulfilment of the supply obligation.

3. Consumers and Entrepreneur-Consumers (EU):

a) The Seller is liable for the conformity of the Digital Content with the contract for 2 years from supply (Articles 43j–43q of the Polish Consumer Rights Act).

b) Liability is conditional upon the Consumer installing, without undue delay, all updates supplied by the Seller and refraining from unauthorised modifications.

c) The Seller provides, free of charge, only those updates that are necessary to maintain conformity for a "reasonably expected period"; the timing and delivery method of updates is determined by the Seller.

d) In the event of non-conformity, the Consumer may demand that the Digital Content be brought into conformity; if impossible or disproportionate, the Seller may offer a price reduction or contract termination.

4. Non-Consumers or Entrepreneur-Consumers:

a) Digital Content is supplied "as is" without any warranties or liabilities as to conformity, fitness or error-free operation.

b) The Seller's total liability, irrespective of the legal basis, is limited to the net price actually paid for the Digital Content.

c) Provision of updates is at the Seller's sole discretion and may be discontinued entirely.

5. The Seller is not liable for non-conformity or loss of functionality arising from integration of the Digital Content with devices, software or materials not supplied by the Seller, nor for any indirect damages, loss of data or profit.

§ 13 Right of Withdrawal

1. These provisions apply solely to Consumers and Entrepreneur-Consumers whose habitual residence is within the European Union. Other Customers have no statutory right of withdrawal unless Sinterit agrees otherwise in writing.

2. An EU Consumer has the right to withdraw from the Product sale agreement within 14 day without giving any reason, subject to the provisions below.

3. For Products, the withdrawal period expires 14 days after the day on which the Consumer or a third party indicated by the Consumer, other than the carrier, physically acquires possession of the Product.

4. Subject to Sections 6–9, Sinterit will reimburse all payments received from the Consumer, including the cost of the least-expensive delivery option offered, without undue delay and in any event not later than 14 days from the day on which Sinterit receives the Product. Sinterit may withhold reimbursement until it has received the Product or the Consumer has supplied evidence of having sent back

the Product – whichever is earlier – and, in any case, no longer than 14 days from receipt.

5. Reimbursement will be made using the same payment method as the initial transaction unless this is impossible or the Consumer expressly agrees to another method; in any event, the Consumer will not incur fees for the reimbursement.

6. The Consumer shall dispatch the Product, at the Consumer's expense, without undue delay and in any event not later than 14 days from the day on which the Consumer has communicated withdrawal, to: Nad Drwiną 10/B3, 30-741 Kraków, Poland. Return costs include, in particular, replacement packaging, full-value shipping insurance, and any customs duties, taxes or import fees.

7. The Product must be returned in its original protective packaging (pallet or flight case). If the Consumer no longer possesses such packaging, the Consumer must purchase replacement packaging from Sinterit or provide equivalent protection; failure to do so will result in a 5 % deduction from the refund.

8. Risk of loss or damage remains with the Consumer until the Product is delivered to Sinterit and signed for by the inbound logistics department. The Consumer is also liable for any consequences of shipping without adequate insurance.

9. The Consumer is liable for any diminished value of the Product resulting from handling other than what is necessary to establish its nature, characteristics and functioning. Sinterit may deduct from the refund according to the following depreciation schedule or actual repair/service costs (whichever is higher):

- up to 2 hours total use – 0 %
- >2 h – 10 h – 15 %
- >10 h – 20 h – 30 %
- >20 h – 50 %

Additionally:

- missing accessories – catalogue price + 15 % logistics premium
- missing original packaging – 5 %
- cleaning/calibration service – up to EUR 250 (gross)

10. The right of withdrawal does not apply in the situations listed in Article 16 of Directive 2011/83/EU (transposed in Article 38 of the Polish Consumer Rights Act), notably for customised products, sealed software once unsealed, or digital content supplied on an intangible medium after download has begun with the Consumer's prior consent.

11. To exercise the right of withdrawal, the Customer must send a clear withdrawal statement by email to: **contact@sinterit.com**. The statement may read as follows: "I hereby withdraw from the contract concluded on [date], regarding [product/service]."

Name: [Customer Name]

Address: [Customer Address]

Order Number: [Number]

Date: [Date]."

The deadline is met if the notice is sent before the 14-day period expires. Sinterit will confirm receipt of the withdrawal notice on a durable medium within 7 days of the notice receipt.

§ 14 Newsletter

1. The Newsletter service consists of sending commercial information about Sinterit products and services to the provided e-mail address. Messages are sent only with the User's explicit and voluntary consent (Article 10 Polish E-Services Act; Article 6(1)(a) GDPR).

2. After entering the e-mail address, the User must confirm it by clicking an activation link. Unconfirmed addresses are deleted after 7 days.

3. Consent may be withdrawn at any time via the "Unsubscribe" link in each message or by e-mail to contact@sinterit.com. The address is removed from the list within 72 hours of receipt.

4. Sinterit may discontinue the Newsletter at any time, giving Users 7 days' notice, or immediately for technical reasons/force majeure.

5. Personal data: Personal data are processed for the purposes of fulfilling orders, providing electronic services, managing user accounts, handling payments, and – upon consent – sending commercial information. Sinterit processes the Customer's personal data solely for these purposes, in accordance with the GDPR and the Privacy Policy. Detailed information on data processing, including the Users' rights, is available in the [Privacy Policy](#).

§ 15 Product Safety and Corrective Actions (GPSR)

1. The Seller declares that, at the time of placing on the market, its 3D printers and accessories comply with the essential safety requirements set out in Regulation (EU) 2023/988 on general product safety (GPSR).

2. Each Product bears a batch number and the manufacturer's identification data enabling traceability (Article 9 GPSR).

3. The Buyer undertakes to:

- a) use the Product in accordance with the manual and applicable regulations,
- b) immediately inform the Seller of any incident or risk affecting safe use,
- c) cooperate in corrective actions, including making the Product available for repair, replacement or destruction if requested by the Seller. Failure to comply shall render the Buyer liable for resulting damages.

4. If a safety risk is identified, the Seller may, at its sole discretion and to the extent required by law: (i) provide an update or spare part, (ii) publish a safety notice, or (iii) carry out a limited service or recall action only for affected batches. Logistic costs of a recall within the EU are borne by the Seller vis-à-vis Consumers; in B2B transactions, transport costs are borne by the Buyer unless mandatory law provides otherwise.

5. The Seller's liability related to product safety is limited to the corrective measures mandatorily required by law. The Seller is not liable for indirect or consequential damages or loss of profit; in B2B relations, aggregate liability shall not exceed the net purchase price of the Product.

§ 16 Complaints about User's account or Newsletter

1. Complaints concerning the User account or Newsletter may be submitted in writing to the Company's address or by e-mail to complaints@sinterit.com.

2. The Company confirms receipt within 24 h and responds within 30 days; in complex cases the deadline may be extended up to 60 days with prior notice to the User.
3. The reply is provided via the same channel. Consumers may seek ADR before the Trade Inspection in Kraków and via the ODR platform (<https://ec.europa.eu/consumers/odr>).
4. In B2B relations the Company's liability for complaint handling is limited to PLN 100. GDPR information is available in the Privacy Policy.

§ 17 Reference Information Clause

1. This clause applies exclusively to business clients (Non-Consumers) and does not apply to Consumers or sole traders benefiting from consumer protection.
2. Unless the Non-Consumer objects within 14 days from order confirmation, Sinterit shall have the right to use the Client's name, trademark or logo as a business reference on its website, social media channels, and marketing materials.
3. For this purpose, the Client grants a non-exclusive, royalty-free, worldwide licence for a period of 5 years, renewable, subject to a 12-month notice of termination.
4. Sinterit commits to follow any brand usage guidelines provided by the Client and not to alter the mark without written consent.
5. Sinterit's liability for use of the mark is limited to cases of wilful misconduct and to a maximum amount of PLN 1,000.

§ 18 Manuals and CE Declaration

6. Each printer bears the CE mark and includes a Declaration of Conformity either in the packaging or pdf form on Sinterit website.
7. Before operating a Product, the Customer must read the instruction manual.
8. Use of the Product contrary to the manual voids the warranty and may forfeit other rights.
9. The manual in English, German and Polish is available prior to purchase at: <https://sinterit.com/support/>
10. All software, firmware, digital files, and updates supplied with or for the Product are provided "AS IS", without warranties or representations of any kind, except for any non-waivable obligations imposed by mandatory consumer protection laws.

§ 19 Service Plans

1. Service Plans, whether standard or extended, are offered as optional paid services that supplement the purchase of Sinterit 3D printers.
2. The sale, execution, and scope of Service Plans are governed by separate legal terms – the **"General Terms and Conditions of Sale of Service Plans"** (hereinafter: "Service Plan Terms"), which are available on the Sinterit website at: <https://sinterit.com/service-plans/warranty-details/>.
3. In the event of any inconsistency between the Online Store Terms & Conditions and the Service Plan Terms, the provisions of the Service Plan Terms shall prevail exclusively with respect to the purchase, content, and performance of Service Plans.
4. A Service Plan may only be purchased in conjunction with the corresponding printer to which the plan is

assigned. The purchase of a Service Plan without a matching printer in the same order shall be deemed null and void unless otherwise explicitly accepted by Sinterit in writing.

5. The definitions, warranty scope, territorial limitations, exclusions of liability, and all additional services included in a Service Plan are detailed in the applicable version of the Service Plan Terms effective at the time of order placement.

6. Customers are deemed to have read and accepted the applicable Service Plan Terms prior to confirming their order. It is the Customer's responsibility to verify the suitability and availability of the selected Service Plan before completing the purchase.

7. Nothing in this clause shall be construed as modifying the mandatory rights of Consumers or Entrepreneur-Consumers under applicable EU or national law.

§ 20

Technical Interruptions and Service Downtime

1. The Company uses its best efforts to ensure the uninterrupted operation of the Website and the availability of electronic services.
2. Regular maintenance and update operations are performed biweekly, on Wednesdays at 8:00 a.m. CET. During this time, brief Website downtime of up to 5 minutes may occur.
3. If implementation of major changes is required, such as the launch of new subpages or functionality updates, temporary suspension of specific sections of the Website may occur. Such maintenance is, where feasible, performed at night and does not exceed 30 minutes.
4. In the event of technical failures, system errors, or the need to restore the most recent stable backup, the Company reserves the right to temporarily suspend the Website's operation. In typical scenarios, full functionality is restored within 20 minutes.
5. In situations beyond the Company's control, such as outages caused by service providers (e.g. Microsoft Azure, Cloudflare), the Website may become temporarily unavailable without prior notice. The duration of such interruptions depends solely on the technical recovery performed by the external service provider.
6. The Company shall not be held liable for any damages resulting from temporary unavailability of the Website due to the reasons listed above, except as required under mandatory provisions of applicable law.

§ 21 Final provisions

1. Provisions applicable to Consumers apply mutatis mutandis to Entrepreneur-Consumers as defined in Article 385⁵ of the Polish Civil Code.
2. These Terms apply to Samples unless Sinterit publishes separate terms for Samples.
3. Contracts are governed by Polish law, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The choice of law does not deprive Consumers of the protection afforded by mandatory provisions of the law of their habitual residence.
4. Jurisdiction:

a) B2B relations – courts having jurisdiction over Sinterit's registered seat;

b) Consumer relations – courts determined under the Polish Code of Civil Procedure unless the Consumer consents to the courts mentioned in (a).

5. Sinterit may assign any of its rights or obligations under the Contract to a third party without the Customer's consent, unless mandatory law provides otherwise. Any assignment by the Customer requires Sinterit's written consent.

6. Sinterit may amend these Terms by giving Users 14 days' prior notice on a durable medium. Amendments bind:

- Consumers, unless they withdraw from the contract before the effective date;

- B2B Customers, unless they object before that date.

Matters arising before the amendment are governed by the previous version.

7. Changes to Newsletter terms require the User's consent; refusal results in cessation of the Newsletter.

8. Any general terms or contract templates used by the Customer are expressly excluded.

9. If any provision is held invalid or unenforceable, the remaining provisions remain in force; the invalid provision shall be replaced by a valid one that best reflects the original intent.